



Department of
Job and Family Services

Ted Strickland, Governor
Douglas E. Lumpkin, Director

December 16, 2009

Dear Potential Applicant:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Grant Applications (RFGA) R-1011-22-8037, on behalf of the Ohio Children's Trust Fund (OCTF) for the Community-Based Child Abuse Prevention Project. The purpose of this RFGA is to obtain qualified Ohio organizations to develop and implement new community-based programs or expand existing community-based programs based upon the Incredible Years (IY) Program. Interested applicants must propose IY programs which are designed to strengthen and support families in order to prevent child abuse and neglect.

Through this RFGA, ODJFS and OCTF (collectively, the State) intend to award funding to qualified Ohio public (county agencies) or private non-profit (including non-profit civic organizations and community coalition groups) organizations to provide IY programs. Applicants which are Ohio public governmental agencies (e.g., CDJFS, PCSAs, etc.) as defined by Ohio Revised Code (ORC) Section 307.981 are also eligible to apply. Entities already employing the IY program with funding from other sources are eligible to apply for the OCTF grant for the expansion of the existing IY program. Unless the proposal is submitted by an Ohio public governmental agency, applicant organizations must be recognized as tax-exempt under Section 501(c)3 of the Internal Revenue Code. The programs selected through this competitive process must demonstrate innovative and effective approaches that strengthen and support families and prevent child abuse and neglect. All program services must benefit Ohio children and families.

Applicants may opt to propose more than one IY program. Applicants who have chosen to propose more than one program must be aware that the applicant's budgets can not exceed **\$10,000** in total for SFY 2010, and **\$20,000** for SFY 2011, SFY 2012, and SFY 2013 regardless of the number of proposed programs.

If you are interested in submitting a proposal for this important project, please obtain the RFGA through the ODJFS web site at <http://www.jfs.ohio.gov/rfp/>. If you do not have Internet access to this document or experience problems opening the above referenced ODJFS URL, please contact the RFP Unit at (614) 728-5693.

Responses must be prepared and submitted in strict accordance with the requirements and time frames given in the RFGA. Thank you for your attention to this request.

Sincerely,

Signature on file

Douglas E. Lumpkin
Director

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

An Equal Opportunity Employer and Service Provider



The Ohio Department of Job & Family Services
REQUEST FOR GRANT APPLICATIONS
Ohio Children’s Trust Fund (OCTF): Community-Based Child Abuse Prevention Project
RFGA: R-1011-22-8037

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The Ohio Department of Job and Family Services
Request for Grant Applications (RFGA)
R-1011-22-8037

Ohio Children's Trust Fund (OCTF): Community-Based Child Abuse Prevention Project

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) on behalf of the Ohio Children's Trust Fund (OCTF) for the purpose of obtaining qualified Ohio organizations to develop and implement new community-based programs or expand existing community-based programs based upon the Incredible Years (IY) Program. Interested applicants must propose IY programs which are designed to strengthen and support families in order to prevent child abuse and neglect.

Through this RFGA, ODJFS and OCTF (collectively, the State) intend to award funding to qualified Ohio public (county agencies) or private non-profit (including non-profit civic organizations and community coalition groups) organizations to provide IY programs. Applicants which are Ohio public governmental agencies (e.g., CDJFS, PCSAs, etc.) as defined by Ohio Revised Code (ORC) Section 307.981 are also eligible to apply. Entities already employing the IY program with funding from other sources are eligible to apply for the OCTF grant for the expansion of the existing IY program. The programs selected through this competitive process must demonstrate innovative and effective approaches that strengthen and support families and prevent child abuse and neglect. All program services must benefit Ohio children and families.

Unless the proposal is submitted by an Ohio public governmental agency, applicant organizations must be recognized as tax-exempt under Section 501(c)3 of the Internal Revenue Code. All proposals submitted by private non-profit (including non-profit civic organizations and community coalition groups) organizations must include a copy of the applicant organization's current and valid non-profit Ohio 501(c)3 tax status determination letter from the Internal Revenue Service (IRS) in order to be eligible for consideration for funding under this project. A sample 501(c)3 tax status determination letter has been provided as **Appendix A** for applicant reference.

Applicants may opt to propose more than one IY program. If an applicant opts to do so, they may submit one electronic application containing both proposals. Applicants must clearly separate proposed programs and corresponding budgets in their single proposal submission and follow required labeling and formatting instructions. Applicants must submit separate Budget Narratives and Budget Forms for each respective proposed program. Applicants who have chosen to propose more than one program must be aware that the applicant's budgets can not exceed **\$10,000** in total for SFY 2010, and **\$20,000** for SFY 2011, SFY 2012, and SFY 2013 regardless of the number of proposed programs.

All communications regarding this RFGA are to take place in the open forum as provided for in Section 1.9 (Internet Question and Answer Period; RFGA Clarification Opportunity).

1.2 Issuing Office

This RFGA is released by and the subsequent grant agreement(s) will be with ODJFS. State level supervision of all selected applicants' activities will be performed by OCTF, whose mission it is to provide leadership in identifying and supporting effective programs to prevent child abuse and neglect.

If interested applicants have a need to communicate regarding this RFGA, they may only contact **ODJFS** using one of the mechanisms provided for in **Sections 1.9, Internet Question and Answer Period/RFGA Clarification Opportunity, or 1.11, Communication Prohibitions**, of this RFGA. Applicants are cautioned that communication attempts which do not comply with these instructions will not be answered. The State will not consider any proposals submitted to any address other than the one provided in Section 4.1 of this RFGA. Applicant proposals must be submitted to ODJFS in strict accordance with proposal submission instructions provided in **Section 4.1, Proposal Submission Information**.

1.3 Using this RFGA and Instructions to Develop and Submit an Application

In key sections of this RFGA, markers such as, "PROPOSAL DEVELOPMENT INSTRUCTIONS TO APPLICANTS" and "PROPOSAL SCORING NOTE" will identify for potential applicants some instructions on developing necessary components of their proposal and specific instructions of where such information, documents, etc., must be placed within it before submitting it to ODJFS. It is essential that interested applicants follow those directions carefully in order to demonstrate their qualifications and program preparedness, as those things will be scored by the State in accordance with the Technical Proposal Score Sheet (provided for reference purposes as **Attachment E** to this RFGA). Each proposal's score will be the critical measure used by the State in its decisions of which proposals are to be granted an award of funds.

1.4 Background

In 1984, the Ohio General Assembly enacted legislation creating OCTF as the only state dedicated public funding mechanism for primary and secondary child abuse and neglect prevention. ODJFS, which houses OCTF, serves as the fiscal agent for OCTF. Primary prevention includes strategies designed to prevent or reduce the prevalence of child abuse and child neglect before signs of abuse or neglect can be observed. Secondary prevention targets a specific population identified as having risk factors for child abuse and neglect.

The purpose of the Community-Based Child Abuse Prevention (CBCAP) [under Title II of the Child Abuse Prevention and Treatment Act, reauthorized in June 2003] program is to support community-based efforts to develop, operate, expand, and enhance initiatives aimed at the prevention of child abuse and neglect; to support networks of coordinated resources and activities to better strengthen and support families to reduce the likelihood of child abuse and neglect; and to foster understanding, appreciation, and knowledge of diverse populations in order to be effective in preventing and treating child abuse and neglect. A strong emphasis is placed on demonstrating a meaningful commitment to parent leadership including parents of children with disabilities and parents with disabilities as defined in Section 209 of the Child Abuse Prevention and Treatment Act, racial and ethnic minorities, and members of other underrepresented or underserved groups. Parent leadership includes, but is not limited to, parents playing an active role in the administration of programs, program development, and program oversight.

The Public Children Services Association of Ohio (PCSAO) reports that in 2005 there were 93,251 reported cases of child abuse in Ohio. This includes 23,449 reported cases of physical abuse, 13,728 reported cases of sexual abuse, and 34,436 reported cases of neglect. This data demonstrates the need for a statewide program that focuses on enhancing protective factors in children and on strengthening families.

1.5 Overview of the Project

The selected applicants will be required to develop and implement IY programs which are designed to strengthen and support families in order to prevent child abuse and neglect. IY is widely recognized as an evidence-based program, effective in enhancing child protective factors and developing positive relationships between parents and child(ren). Specifically, the parent training program and child social skills training program using the IY curriculum reduces children's aggressive and disruptive behavior, increases pro-social behavior, reduces the amount parents rely on spanking and other corporal punishment, and is shown to reduce parents' overall stress. Interested applicants may refer to Section 1.10, Applicants' Library for Internet resource(s) on this program.

1.6 Objectives of the Project

Through funding to be awarded through this RFGA process, the State seeks to support programs that provide either only primary or primary and secondary child abuse and neglect prevention services. Primary prevention is defined as services and programs that promote the general welfare of all children and families before abuse or neglect occurs. Primary prevention programs are accessible to everyone in the community or target populations at risk for abuse and neglect. Secondary prevention programs are activities and services that are provided to a specific population identified as having risk factors for child abuse and child neglect and are designed to intervene at the earliest warning signs of child abuse or child neglect, or whenever a child can be identified as being at risk of abuse or neglect.

Interested applicants must propose effective IY programs which, at minimum, meet all the following CBCAP program objectives:

- A. Support community-based efforts to develop, operate, expand, and enhance initiatives aimed at the prevention of child abuse and neglect;
- B. Support networks of coordinated resources and activities to better strengthen and support families to reduce the likelihood of child abuse and neglect;
- C. Foster understanding, appreciation, and knowledge of diverse populations in order to be effective in preventing and treating child abuse and neglect;
- D. Demonstrate a meaningful commitment to parent leadership including those parents of children with disabilities, parents with disabilities, racial and ethnic minorities, and members of other underrepresented or underserved groups. Parent leadership includes, but is not limited to, parents playing an active role in the administration of programs, program development, and program oversight;
- E. Are part of a community-wide plan to develop or improve upon existing prevention systems; **AND**,

- F. Utilize the experience and input from parent participants in all phases of developing the program.

1.7 **Project Target Population**

Proposed applicant programs must maximize the participation of at-risk children, parents, racial and ethnic minorities, children and adults with disabilities and members of other underserved or underrepresented groups.

1.8 **Anticipated Procurement Timetable**

DATE	EVENT/ACTIVITY
12/16/09	ODJFS Releases RFGA to Potential Applicants on the Ohio Dept. of Administrative Services' (DAS) Web Site; Q&A Period Opens - RFGA becomes active - Applicants may submit inquiries for RFGA clarification
1/4/10	Applicant Q&A Period Closes, 10:00 a.m. (for inquiries for RFGA Clarification) - No further inquiries for RFGA clarification will be accepted
1/11/10	ODJFS provides Final Applicant Question & Answer Document (estimated)
1/27/10	Deadline for Applicants to Submit Proposals to ODJFS (3:00 p.m.) -This is the proposal opening date/beginning the process of proposal review
2/16/10	ODJFS Issues Grant Award Notification Letters (estimated) - Applicants that submitted proposals in response to this RFGA will be sent letters stating whether their proposal was accepted for award of the grant
3/9/10	Implementation* (estimated—following notification of all contractual and funding approvals) - ODJFS grants are not valid and effective until the state Office of Budget and Management approves the purchase order.
06/30/11	Conclusion of the Initial Grant Period.
7/1/11-6/30/12 (SFY 12) 7/1/12-6/30/13 (SFY 13)	Planned Grant renewal periods: Continuing funding for the OCTF Program is expected for the period of SFYs 12 and 13— part or all. The State may at its sole discretion, opt to renew funding to some grantees selected through this RFGA. ONLY THOSE GRANTEES WHICH DEMONSTRATE SIGNIFICANT PROGRAMMATIC SUCCESS AND FULL ADMINISTRATIVE AND FISCAL RESPONSIBILITY WILL BE CONSIDERED FOR ANY POSSIBLE RENEWAL. Any such renewals will be contingent upon available funding, all necessary contractual and funding approvals, and the satisfactory performance of the grantee. Any possible renewal period is at the sole discretion of the State. Selected grantees must not assume any grant awards will be automatically renewed!

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

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

1.9 Internet Question & Answer Period; RFGA Clarification Opportunity

Potential applicants or other interested parties may ask clarifying questions regarding this RFGA via the Internet during the Q&A Period as outlined in Section 1.8, Anticipated Procurement Timetable. To ask a question, potential applicants must use the following Internet process:

- * **Access the ODJFS Web Page at <http://jfs.ohio.gov/>**
- * **Select “About JFS” on the front page;**
- * **Select “Doing Business with ODJFS;”**
- * **Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”**
- * **RFGA Number *JFS-R1011228037*;**
- * **Follow the link to the dedicated web page;**
- * **Select “Submit Inquiry” near the bottom of the web page;**
- * **Follow instructions there for submitting questions.**

Questions about this RFGA must reference the relevant part of this RFGA, the heading for the provision under question, and the page number of the RFGA where the provision can be found. The name of a representative of the potential applicant (or other interested party), the company name, phone number, and e-mail address must be provided to submit an inquiry. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFGA provision or location within the RFGA, or which do not include an identification for the originator of the question. ODJFS will not respond to any questions submitted after **10:00 a.m.** on the date the Q&A period closes.

ODJFS responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFGA, for public reference by any interested party. ODJFS will not provide answers to directly to the applicants (or any interested party) that submitted the question. All questions about this RFGA that are submitted in accordance with these instructions will be answered on the RFGA’s dedicated web page.

Questions submitted may be no more than 4,000 characters in length, but there is no limit on the number of questions submitted. The answers provided by ODJFS may be accessed by following the instructions above, but rather than selecting “Submit Inquiry,” applicants and others should select “View Q and A.” ODJFS strongly encourages applicants to ask questions early in the Q&A period so that answers can be posted with sufficient time for any possible follow-up questions.

Applicant proposals in response to this RFGA are to take into account any information communicated by ODJFS in the Q&A process for the RFGA. **It is the responsibility of all potential applicants to**

check this site on a regular basis for responses to all questions, as well as for any amendments, alerts, or other pertinent information regarding this RFGA.

Accessibility to questions and answers are clearly identified on the website dedicated to this RFGA, once submitted questions have been answered.

IMPORTANT: Requests from potential applicants for copies of previous RFGAs, past applicant proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFGA. PRRs submitted in accordance with directions provided in Section 1.11, Communication Prohibitions, will be honored. The posted time frames for ODJFS responses to Internet questions for RFGA clarification do not apply to PRRs.

Applicants are to base their RFGA responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFGA for the future contract, NOT on details of any current or past related contract. Requirements under a current project may or may not be required by ODJFS under any future contract, and so may not be useful information for applicants who choose to respond to the RFGA. If applicants ask questions about existing or past contracts using the Internet Q&A process, ODJFS will use its discretion in deciding whether to provide answers. Interested applicants should also refer to RFGA Section 1.12, Time Frames, Funding Source and Availability, for related information.

There is an established time period for the Applicant Q&A process (see Section 1.8, Anticipated Procurement Timetable, above). ODJFS will only answer those questions submitted within the stated time frame for submission of applicant questions, and which pertain to issues of RFGA clarity, and which are not requests for public information. ODJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

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

1.10 Applicants' Library

Interested applicants may refer to:

- OCTF's website at: <http://jfs.ohio.gov/octf/> for information regarding its mission, services provided, rules and policies, etc.; and,
- The Incredible Years website at: <http://www.incredibleyears.com/> for information regarding the program.

All communications regarding this RFGA are to take place in the open forum as provided for in Section 1.9 (Internet Question and Answer Period; RFGA Clarification Opportunity).

1.11 Communication Prohibitions

From the issuance date of this RFGA until grants are awarded, **there may be no communications concerning the RFGA** between any applicant that expects to submit a proposal and any employee of

ODJFS/OCTF in the issuing office, or any other ODJFS/OCTF employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFGA or the selection of the grantee. **Attempts at prohibited communications may result in complete disqualification of the applicant organization.**

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 1.9, RFGA Clarification Opportunity;
2. As necessary in any pre-existing or on-going business relationship between ODJFS and any applicant that could submit a proposal in response to this RFGA;
3. As part of any applicant interview process or proposal clarification process initiated by ODJFS, which ODJFS deems necessary in order to make a final selection;
4. If it becomes necessary to revise any part of this RFGA, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RFGA;* and
5. Any Public Records Request (PRR) made through the ODJFS Office of Legal & Acquisition Services.

*** Important Note:** Amendments to the RFGA or to any documents related to it will be accessible to interested applicants through the original web page established for the RFGA. All interested applicants must refer to that web page regularly for amendments or other announcements. ODJFS may not specifically notify any applicant of changes or announcements related to this RFGA except through the website posting. It is the affirmative responsibility of interested applicants to be aware of and to fully respond to all updated information posted on this web page.

All communications regarding this RFGA are to take place in the open forums as provided for in Section 1.9. No personal inquiries or phone calls for RFGA clarification will be accepted.

ODJFS is not responsible for the accuracy of any information regarding this RFGA that was obtained or gathered through a source other than the Q&A process described in this RFGA. Any attempts at prohibited communications by applicants may result in the disqualification of those applicants' proposals.

1.12 Time Frames, Funding Source and Availability

The State is seeking to enter into agreements with qualified grantees for the period of (approximately) March 9, 2010 through June 30, 2011. The State will only award up to **\$10,000 total** per selected grantee (per SFY), for the remainder of SFY 2010 (March 9 through June 30, 2010), and **\$20,000** for SFY 2011 (July 1, 2010 through June 30, 2011). The funding amounts awarded will be for the entire grant term, from project implementation through June 30, 2011; applicants' proposals must provide project budgets explaining project costs, and must specify the portion of the award requested for SFYs 2010 and 2011 as well as the potential renewal periods for SFY 2012 (July 1, 2011 through June 30, 2012) and SFY 2013 (July 1, 2012 through June 30, 2013).

OCTF plans to award approximately \$460,000 to selected applicants for the implementation of IY programs. The Trust Fund anticipates awarding up to 23 grants, contingent upon securing funding and

the applications received. **Applicants which submit budgets requesting funds in excess of \$10,000 for SFY 2010 will be disqualified from any resulting grant award.**

Planned grant renewal periods: **In the event further funding for the CBCAP Program becomes available for the periods of SFYs 2012 and 2013 (i.e., July 1, 2011 through June 30, 2013) – part or all – the State may at its sole discretion, opt to renew funding to some grantees selected through this RFGA. ONLY THOSE GRANTEES WHICH DEMONSTRATE SIGNIFICANT PROGRAMMATIC SUCCESS AND FULL ADMINISTRATIVE AND FISCAL RESPONSIBILITY WILL BE CONSIDERED FOR ANY POSSIBLE RENEWAL. Any such renewals will be contingent upon** available funding, all necessary contractual and funding approvals, **and** the satisfactory performance of the grantee. Any possible renewal period is at the sole discretion of the State. Selected grantees must not assume their projects will be eligible for an automatic review.

There are references in this RFGA to the application due date. Prospective applicants must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, Ohio local time) that the applications are due. Proposals not received by the deadline due to mail delays or security screening will not be evaluated. It is the responsibility of the Prospective Applicant to ensure the proposal is received prior to 3:00 P.M., on **Wednesday, January 27, 2010**. Applications received after **3:00 P.M.** on the due date **will not** be evaluated. There is only one location for receipt of proposals (as stated in Section 4.1) and any misdirected proposals will not be considered.

SECTION II. APPLICANT EXPERIENCE AND QUALIFICATIONS

ODJFS will only consider awarding funds to organizations qualified to perform the work effectively and that will be accountable for programmatic outcomes and for proper expenditure of funds. In order to demonstrate to the State that an applicant is properly qualified and prepared, proposals must address all the following qualifications and provide documentation as specified.

2.1 Mandatory Applicant Qualifications

In order to be considered for the contractual agreements expected to result from this RFGA, the State requires that interested applicants **must** meet, at minimum, **all** the following qualification requirements:

- A. The applicant's electronic proposal must be received by the deadline as specified in the RFGA;
- B. The applicant's electronic proposal must include all required affirmative statements and certifications, signed by the applicant's responsible representative, as described in **Attachments A., and C.** to the RFGA;
- C. According to those certifications, the applicant must affirmatively indicate that it is not on the federal debarment list; that there are no unfair labor findings against it; and it is not in violation of ORC Section 9.24, and therefore may enter into an agreement with ODJFS;
- D. The applicant must not be excluded (by the Auditor of State) from entering into an agreement with ODJFS by ORC Section 9.24 for an unresolved finding for recovery

(i.e., the proposal of any applicant whose name appears on the Auditor's website as having an unresolved finding for recovery will be eliminated from further consideration.). Applicants will be required to provide an affirmation that it is not excluded (by the Auditor of State) from entering into an agreement with ODJFS by ORC Section 9.24 for an unresolved finding for recovery;

- E. ODJFS will only consider proposals from qualified applicants who are Ohio public governmental agencies (e.g., CDJFS, PCSAs, etc.) as defined by Ohio Revised Code (ORC) Section 307.981 or private non-profit (including non-profit civic organizations and community coalition groups) Ohio 501(c)3 organizations. All non-public governmental agency applicants must include a copy of their current and valid non-profit Ohio 501(c)3 IRS tax status determination letter with their grant proposals or their proposals will be disqualified;
- F. Applicants must provide an affirmation that, if awarded a grant(s), all paid and volunteer staff members under the resulting grant(s) shall undergo and pass a mandatory background check at no cost to the State; and,
- G. The applicant must submit a program budget requesting funds under or equal to the maximum allowable award of **\$10,000 total for SFY 2010 and \$20,000 for any and all proposed IY program(s) in SFY 2011, and in the possible renewal period of SFY 2012 and SFY 2013.**

PROPOSAL DEVELOPMENT INSTRUCTIONS TO APPLICANTS: Organizations are to include all documentation and other information to satisfy these requirements in **SECTION 2.1** of their proposals.

PROPOSAL SCORING NOTE: Any applicant whose proposal does not satisfactorily demonstrate that the applicant organization meets **ALL** the above experience and qualification requirements will be disqualified from further consideration for grant award.

2.2 Staff Experience and Capabilities

The applicant must demonstrate its expertise by assigning staff to key leadership roles for this project. Key positions will require profiles and resumes or curriculum vitae of staff, if identified. The applicant must, at minimum:

- A. Identify, by position and by name (if possible to provide name), those staff the applicant considers key to the project's success. The grant applicant must, AT MINIMUM:
 - 1. Include resume(s) of key staff expected to work on the project along with job titles of key staff and any training and/or experience as it relates to this project;
 - 2. Identify and assign a Program Director for the applicant's proposed new or expanded IY Program who has at least two (2) years experience in delivering/directing child abuse and neglect prevention programs; and,

3. Provide documentation that IY Group Leaders have attended an authorized Incredible Years Program Group Leader Training or provide a statement that the applicant will complete necessary training prior to contract execution. Applicants with two or more trained Group Leaders will be given preference over those with only one person trained to be a group leader. [Note: The specified Program Director may also serve as a Group Leader or other appropriately trained persons may serve as Group Leaders.]

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

PROPOSAL DEVELOPMENT INSTRUCTIONS TO APPLICANTS: Organizations are to include all documentation and other information to satisfy these requirements in **SECTION 2.2** of their proposals.

PROPOSAL SCORING NOTE: Applicant proposals will be evaluated on the quality and completeness of the information and documentation provided to address the above staff experience and capabilities expectations.

2.3 Organizational Experience and Capabilities

The applicant organization must, at minimum, demonstrate:

- A. The capacity to manage the scope of work (see Sec. 3.1) based on a description in the proposal of adequate facilities where the services will be provided—where the program will be administered;
- B. The capacity to manage the scope of work (see Sec. 3.1) based on a description in the proposal of adequate fiscal controls which include reconciliation of accounts, auditing procedures and the organization's financial resources;
- C. An appropriate management structure and staffing as documented in a current organizational chart/Table of Organization; a description of the key positions and the work each performs;

(NOTE: Public agency applicants are to address items B., and C. of this section by providing information on those divisions of the agency which will be involved in the administration of the proposed IY program, not necessarily the entire public agency organization.)

- D. The ability to work collaboratively, as documented by a description of its inclusion of "partners" and/or a plan that will utilize/participate with partners in program service delivery. The documentation must state the applicant's plan to maintain, foster and sustain ongoing relationships with their partnership(s) and community organizations during the grant agreement period;

- E. A history of serving parents, children and families as documented in a detailed description of services provided in the past year and a brief evaluation from other child-serving organizations within that community of its performance, based on data provided from previous projects; and,
- F. Established ties to their community's child-serving systems, such as the ADAMH/CMH Board.

PROPOSAL DEVELOPMENT INSTRUCTIONS TO APPLICANTS: Organizations are to include all documentation and other information to satisfy these requirements in **SECTION 2.3** of their proposals.

PROPOSAL SCORING NOTE: Applicant proposals will be evaluated on the quality and completeness of the information and documentation provided to address the above organizational experience and capabilities expectations.

SECTION III. PROJECT PLAN & SPECIFICATIONS OF PROJECT DELIVERABLES

3.1 Scope of Work

Applicants' proposals must clearly present a meaningful plan for the work they propose to do. Proposals will be fully evaluated by a Proposal Review Team (PRT) for the purpose of determining which applicants' proposals offer innovative and meaningful plans with meaningful outcomes and which address the key objectives included in this RFGA for the applicants' specified target population.

Applicants are encouraged to build their projects according to the most relevant objectives that would address the needs of the target populations in their respective community/service area. Applicants' proposed projects must at least meet the key objectives delineated in Section 1.6 of this RFGA.

PROPOSAL DEVELOPMENT INSTRUCTIONS TO APPLICANTS: Applicants' scope of work shall be reflected in their responses to the specified requirements delineated in Sections 1.6 and 3.3 of this RFGA.

PROPOSAL SCORING NOTE: Applicant proposals will be evaluated on their proposals' scope of work and by their work plans as specified in Section 3.3 and by their compliance with the objectives specified in Section 1.6 in this RFGA.

3.2 Number of Participants

Applicants must provide an estimation/goal of those that they shall serve via their proposed program(s). The State shall monitor and evaluate the selected applicants' programs based on their projected number of targeted participants to be served versus the actual number individuals participating in the program(s).

PROPOSAL DEVELOPMENT INSTRUCTIONS TO APPLICANTS: Organizations are to include all descriptions, justification, and other information to satisfy this requirement in **SECTION 3.2** of their proposals.

PROPOSAL SCORING NOTE: Applicant proposals will be evaluated on the quality and completeness of the information provided to satisfy this requirement.

3.3 Administrative Structures—Proposed Work Plan

In addition to a detailed description of the proposed project plan/scope of work, as described in Section 3.1, above, applicant proposals must include, at minimum, the following administrative structures and technical approach for the proposed work plan. The applicant's proposal must:

- A. Identify and explain how the key objectives delineated in Section 1.6 of this RFGA will be met as a result of the proposed project and describe why those key objectives identified are appropriate for the regional target population. The applicant's key objectives, as well as how the progress of meeting those objectives (outcome measurement) will be measured, must be demonstrated by the applicant.
- B. Each applicant's proposed program must:
 1. Justify the need for an IY program in the intended service area by:
 - a. Describing the demographics of the proposed service region in terms of the number of parents and children who could potentially be served by the IY program. Indicators such as low income, poverty indexes, fathers without custody or limited contact or visitation with their children are examples of acceptable data that will justify the level of need in the proposed service area; and,
 - b. Clearly articulating the need within the community. Applicants must provide justification of the need based upon needs assessment(s) completed by local Family and Children First Council (FCFC) or data from the local public children's services agency (PCSA);
 - c. Outlining clear goals and activities to meet the need. Applicants must demonstrate how the proposed activities and programs will be sufficient in meeting the community's need(s);
 - d. Clearly define program outcomes that will be used to guide program implementation and used in the program's evaluation;
 2. As prescribed by the IY curriculum, pre- and post-assessments will be conducted. Funded IY grant applicants will be required to conduct pre- and post-assessments with program participants in an effort to ensure that program objectives are being met. Pre-assessments will be conducted when participants begin the program, and post-assessments will be administered at the completion of the program. Funded grantees will not be expected to track those participants who drop out during the program.
 3. Provide a detailed discussion as to how the implementation of the applicant's proposed program will address either primary or primary and secondary prevention (as defined in Section 1.6 of this RFGA) of child abuse and neglect;

4. Present a clear and realistic timetable. Applicants must include a time-frame for implementing programs, delivering services, etc. Applicants are to refer to Section 1.8 for estimated date of grant awards and anticipated project implementation and completion;
 5. Describe the evaluation process. Applicants must specify what methodology and/or tool(s) they will use to evaluate the program's impact and outcomes;
 6. Provide a plan to meet reporting requirements for program and fiscal reports (as specified in Section 3.4 A. & B.);
 7. Provide a plan to engage parents, including fathers, as partners and leaders. Applicants must describe the plan or process that will be used to ensure parent participants are involved in the planning, implementation and evaluation of the program(s);
 8. Provide a plan to engage in outreach activities for special populations. Applicants must include a description of outreach activities that will be undertaken to maximize participation of underserved groups including ethnic minority parents; children and adults with disabilities. Parents with disabilities as defined in Section 209 of the Child Abuse Prevention and Treatment Act should be considered a target population for this outreach for all applicant programs;
 9. Provide a plan to promote events and activities that promote April as Child Abuse and Neglect Prevention Month. Applicants must include a description of the special activity/activities that will take place as part of recognition of April 2009 as Child Abuse and Neglect Prevention Month. This can include sharing information with IY program participants on the Child Abuse & Neglect Prevention month activities occurring at the local level throughout the community. The activities need not be sponsored by the applicant; and,
- C. Provide a status reporting procedure for reporting work completed and for resolution of unanticipated problems.

PROPOSAL DEVELOPMENT INSTRUCTIONS TO APPLICANTS: Organizations are to include all descriptions, justification, and other information to satisfy these requirements in SECTION 3.3 of their proposals.

PROPOSAL SCORING NOTE: Applicant proposals will be evaluated on the quality and completeness of the information provided to satisfy these requirements.

3.4 Specifications of Deliverables

The deliverables for each selected grantee will be specific to the details of that grantee's accepted project plan. However, all grantees selected through this RFGA process will, at minimum, include the following general project services and activities **for each IY (either new and/or expanded) Program proposed:**

A. Program Development and Implementation:

Development and implementation of the proposed IY Program as proposed and described, including all program descriptions, purpose, outreach, staffing, timelines, etc., in the applicant agency's in response to this RFGA;

B. Program Report:

Selected grantees will be required to document activities conducted during the grant award period. This shall include an annual report due **August 1, 2011** and a semi-annual report due **January 3, 2011**, which, at minimum:

1. Provides an inventory and description of the services provided to families that meet identified community needs;
2. Includes a description of the number of individuals and families served, noting and including families with children with disabilities, parents with disabilities as defined in Section 209 of the Child Abuse Prevention and Treatment Act, and the involvement of a diverse representation of families. The participant numbers should be included for all individuals who received direct preventative services. Parents and children with disabilities who received direct preventative services should be reported as a subset of the total number of individuals served;
3. Includes a description of the outreach activities for special populations such as those known to be at-risk for abuse and neglect conducted during the reporting period;
4. Describes activities undertaken to ensure parent leadership in the ongoing planning, implementation and evaluation of the program(s);
5. Includes a description of the Child Abuse Prevention Month (April) activities conducted during the reporting period;
6. Provides evaluation data on the outcomes of programs and activities. This should include the following:
 - a. A demonstration of the high level of satisfaction among families served by the program; and,
 - b. Evaluation data on the effectiveness of funded program(s).

C. Fiscal Report

The initial grant agreement period for this grant is anticipated to run from approximately March 9, 2010 through June 30, 2011. Grant recipients will be required to provide a progress report (semi-annual interval), detailing *financial expenditures*, as well as provide a final report due 30 days after the end of each SFY (on or before July 30, 2010 and July 30, 2011).

PROPOSAL DEVELOPMENT INSTRUCTIONS TO APPLICANTS: This Section 3.4 is for informational purposes only; proposals DO NOT NEED TO INCLUDE ANY INFORMATION in response to this section. It describes the general structure of the work that will be required under terms of the grant agreements for selected organizations.

PROPOSAL SCORING NOTE: Not applicable to Section 3.4.**3.5 Selected Applicant Compensation Structure**

Grantees will be compensated by reimbursement on a quarterly basis for actual allowable expenses incurred (See **Appendix B** for a non-exhaustive listing of allowable expenses). No funding advances will be made. Grantees will send ODJFS a record of each quarter's expenses on an invoice document (sample invoice provided as **Appendix C**) within ten business days of the close of each quarter of the grant's life. All invoices are subject to examination and nonpayment if expenses do not fill the specific needs of the project and/or fit into the agreed budget.

PROPOSAL DEVELOPMENT INSTRUCTIONS TO APPLICANTS: This Section 3.5 is for informational purposes only; proposals DO NOT NEED TO INCLUDE ANY INFORMATION in response to this section. It describes the general compensation method that will be used under terms of the grant agreements for selected organizations.

PROPOSAL SCORING NOTE: Not applicable to Section 3.5.

IMPORTANT: A sample Technical Proposal Score Sheet is provided as **Attachment E** of this RFGA. **Applicants are strongly encouraged to use the Score Sheet to check their proposals for quality, compliance, and completeness prior to submission.**

SECTION IV. PROPOSAL FORMAT & SUBMISSION**4.1 Proposal Submission Information**

The proposal must be prepared and submitted in accordance with instructions found in this Section. Applicants may opt to propose more than one IY program. If an applicant opts to do so, they may submit one electronic application containing both proposals. Applicants must clearly separate proposed programs and corresponding budgets in their single electronic proposal submission and follow required labeling and formatting instructions.

Applicants' submissions **MUST** be received by ODJFS complete no later than 3:00 p.m., local time on **Wednesday, January 27, 2010**. ODJFS will ONLY accept proposals submitted via the ODJFS e-mail box at R1011228037@jfs.ohio.gov. Proposals submitted in hardcopy (i.e., fax or postal mail) **WILL NOT** be accepted. Applicants are to provide the identifying information and comply with the submission instructions as follows:

- In the "Subject" field enter "**APPLICATION FROM [APPLICANT'S NAME HERE]**";
- In the body of the e-mail enter the name(s) of the applicant's proposed IY program(s) and whether they are new or expansion programs; and,
- In the attachment field, applicants are to include the complete application (which includes the application and all required attachments) in one single secure PDF document. If the application's size necessitates more than a single PDF document to contain the entire application, applicants must submit the remainder of the application in a subsequent e-mail, properly identified and submitted prior to the RFGA's specified deadline. Applicants must use the fewest separate PDF documents possible.

All proposal submissions must be received, complete, at the above e-mail address by the above date and time. Materials received separately from a applicant's proposal submission (e.g., letters of support, recommendations from past customers of the applicant's services) will not be added to the proposal nor considered in the review and scoring process. Materials received after the date and time as stated above will not be included in any previous submissions, nor will they be considered. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above.

Upon submission, applicants will receive an automated reply confirming their e-mailed application submission. Applicants are strongly advised to print the automated reply for potential verification purposes. The automated reply shall only signify that the applicant has submitted an application to ODJFS. It does not imply that the application is complete or qualified for the consideration for the award of the resulting grants.

Submission of a proposal indicates acceptance by the applicant of the conditions contained in this RFGA, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between ODJFS and the applicant selected.

4.2 Format for Organization of the Proposal

A. Overall Proposal Organization

The applicant's Technical Proposal must contain the following components (organized in four (4) primary sections and divided into sub-sections) 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 proposal and so marked as an additional section. ODJFS reserves the right not to review submitted appendices which includes information/materials not required in the RFGA. All pages beyond Section 1 shall be sequentially numbered.

B. Technical Proposal Details

The applicant's Technical Proposal must contain the following components, at minimum. It is mandatory that applicant proposals be organized in the following order, and that wherever appropriate, sections/portions of the applicant proposal make reference by section number/letter to those RFGA requirements to which they correspond. Applicants must organize their Technical Proposals in the following order:

1. Section 1 Contents:

Section 1-A. Required Applicant Information & Certifications:

In this section, the applicant is required to provide required information and certifications of eligibility for state contract awards, as described in **Attachment A.** to this RFGA, entitled "Required Applicant Information & Certifications Document." Applicants may, at their discretion, either print **Attachment A.**, complete and sign it (in blue ink), and return it as the content of their Proposal Section 1; or they may provide all the required information and certifications (each fully re-stated from **Attachment A.**) on their own letterhead, properly signed (in blue ink), and use that document as the

content of their Proposal Section 1. Applicants who fail to provide all information and certifications as described in **Attachment A**. in their Proposal Section 1 risk disqualification.

In the event that the applicant proposes the use of any subcontractors, information on the subcontractor(s) and letters of commitment as required by Sec. 5.5, Subcontractor Identification and Participation Information should also be provided in Section 1.

Section 1-B. Request for Taxpayer Identification Number (W-9) Form:

The applicant must attach the Request for Taxpayer Identification Number (W-9) Form, which is provided as **Attachment B**. to this RFGA, completed with signature.

Section 1-C. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Org:

Applicants are required to provide a declaration regarding material assistance to a terrorist organization or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List and described in **Attachment C, Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization**. Applicants MUST print **Attachment C**., complete and sign it, and return it as the content of their Proposal Section 1. Applicants who fail to provide a signed and completed **Attachment C**. risk disqualification. This form may also be accessed and printed at the Ohio Department of Public Safety, Division of Homeland Security's Website at <http://www.homelandsecurity.ohio.gov>.

The above referenced forms (**RFGA Attachments A., B., and C.**) must be completed, signed and included in the applicant's electronic proposal submission.

**2. Section 2 Contents:
Applicant Experience & Qualifications**

In this section of the proposal, the applicant should include all information and documentation requested in Sections 2.1, 2.2, and 2.3 of this RFGA, such as a photocopy of the Ohio 501(c)3 IRS tax status determination letter (if applicable), and any required and/or supporting documentation, etc., in their respective sub-sections.

**3. Section 3 Contents:
The Proposed Project: Its Participants and Administrative Structures—Proposed Work Plan**

This section should describe in detail how the applicant's program complies with the required objectives as specified in Section 1.6, target population requirements specified in Sec. 1.7 as well as the description of participants (as specified in Sec. 3.2) and the applicant's proposed work plan (as specified in Section 3.3) in their respective sub-sections.

4. **Section 4 Contents: The Project Budget**

Applicants **MUST** complete the Project Budget Form (**separate form required for each proposed program**), provided as **Attachment F**, to this RFGA according to instructions, sign it and submit it fully completed as specified in the RFGA. The Project Budget Form requires interested applicants to provide categorical and individual costs pertaining to their proposed program for the initial grant period beginning mid SFY 2010 (February 17, 2010 through June 30, 2010) through SFY 2011 (July 1, 2010 through June 30, 2011) and potential renewal periods for SFY 2012 (July 1, 2011 through June 30, 2012) and SFY 2013 (July 1, 2012 through June 30, 2013). **Applicants which submit budgets requesting funds in excess of \$10,000 for SFY 2010, or \$20,000 for SFY 2011 and subsequent fiscal years will be disqualified from any consideration for a grant award.**

Provide detailed budget

The application must include a complete and detailed budget (See **Attachment F**), outlining all expenses related to the implementation and/or expansion of current programming: this shall include administration, program oversight, training, marketing/outreach and materials, etc. All dollars must be used for community-based prevention focused programs and activities designed to strengthen and support families to prevent child abuse and neglect, and comply with all of the requirements and restrictions outlined in the RFGA.

IMPORTANT BUDGET NOTE: In the event that the State eventually decides to renew any projects selected through this RFGA process beyond that initial period, those grantees offered the possibility of an extension will then be required to provide a project budget covering the potential renewal term; all such requested budgets must be in accordance with program, administrative, and fiscal standards and requirements set in this RFGA, and all will be subject to ODJFS approval.

Applicants are to only show expenses directly related to the proposal project (travel may be included but under certain restrictions) and include a budget narrative and justification which clearly display how approximate costs were determined. Budget and budget item descriptions MUST support the objectives outlined for the project as well as any and/or all of the grant applicant's proposed program activities.

At the applicant's discretion, additional documentation may also be included with the completed **Attachment F**, as explanatory information, but when making the applicant selections and when executing the agreement, ODJFS will consider only the dollar amounts displayed on the Project Budget Form.

Applicants are to use their professional comprehension of the effort required to perform those services and to propose an all-inclusive budget for performing all necessary activities. The budget line items proposed in the applicant's Project Budget will be the compensation in effect throughout the agreement period, as described in Section 1.12, Time Frames, Funding Source and Availability, of this RFGA.

Food Purchase Prohibition

Governor's Executive Order 2007-09S restricts the use of public funds for food-related purchases. No portion of the grant award shall be used for the purchase of food or beverages.

In calculating their total proposed budget, applicants must consider cost resulting from all work described in Section III of this RFGA, as well as all program costs, primary and incidental, necessary to complete all program activities (whether explicitly identified by ODJFS in this RFGA or not).

SECTION V. CONDITIONS AND OTHER REQUIREMENTS

Through this section of the RFGA, ODJFS notifies applicants seeking award of a contract of certain conditions and requirements which may affect their eligibility or willingness to participate in any procurement (RFGA, RLB, etc.) process; or their eligibility to be awarded a grant agreement; and of requirements that would be in effect, should they be awarded an agreement. This Section establishes basic conditions under which a grant award can be made, mandatory requirements regarding ethical behavior during the procurement process and during any grant term, and established basic understandings of the responsibilities of potential applicants, grantees, and the State. Applicants should read this section carefully for this information.

5.1 Start Work Date

The selected applicant 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 and Management. The selected applicant will be notified by the OCTF grant manager when work may begin. **Any work begun by the applicant prior to this notification will NOT be reimbursable by the State of Ohio.**

5.2 Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the applicant, and ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the applicant and will not be ODJFS' responsibility.

5.3 Contractual Requirements

- A. Any grant agreement resulting from the issuance of this RFGA is subject to the terms and conditions as provided in the model grant, which is included as **Attachment D.** of this RFGA;
- B. Many of the terms and conditions contained in the model grant (See **Attachment D.**) are required by state and federal law; however, the applicant may propose changes to the model grant by annotating the model and returning it with the applicant's proposal submission. Any changes are subject to ODJFS review and approval;
- C. Payments for any and all services provided pursuant to the grant 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 subcontractors;
- E. The grantee, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFGA. The grantee, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the grant and may result in legal action;
- F. As a condition of receiving a grant from ODJFS, the grantee, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support, which is issued pursuant to Section 3113.217 of the ORC. The grantee, and any subcontractor(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. By signing a grant with ODJFS, a applicant agrees that all necessary insurance is in effect; and,
- H. The selected grantee shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.

5.4 Travel Reimbursement

The State reserves the right to deny reimbursement, in total or part, to any grantee which exceeds the maximum allowable amount or which violates OBM's Travel Policy (See <http://obm.ohio.gov/MiscPages/Publish/TravelPolicy.aspx>).

5.5 Subcontractor Identification and Participation Information

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

1. The subcontractor's legal status, federal tax ID number, and principle business address;
2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the applicant is selected;
5. A statement that the subcontractor has read and understands the RFGA, the nature of the work, and the requirements of the RFGA.

There may be no dollar amounts of any kind included with sub-contractor information; inclusion of dollar amounts will result in the disqualification of the applicant's entire proposal.

5.6 Public Release of Records

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

5.7 Confidentiality

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

5.8 Key Personnel

The State may require a clause in the resulting contract/grant agreement regarding key personnel in that any person identified as critical to the success of the project may not be removed without reasonable notice to the State, and replacements will not be made without the State's approval.

5.9 Ethical & Conflict of Interest Requirements

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

5.10 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of receiving a grant from ODJFS, the grantee, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

Protected Health Information (PHI) is information received by the grantee from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto. The selected applicant can reasonably anticipate HIPAA language in the contract 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 grant according to provisions within the grant for termination.

5.11 Waiver of Minor Proposal Errors

The State may, at its sole discretion, waive minor errors or omissions in applicants' Technical and/or Project Budget/forms when those errors do not unreasonably obscure the meaning of the content.

5.12 Proposal Clarifications

The State reserves the right to request clarifications from applicants of any information in their Technical and/or Project Budget/forms, and may request such clarification as it deems necessary at any point in the proposal review process.

5.13 Contractual Requirements and Prevailing Wage Requirements

Any grant resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model grant, which is provided as **Attachment D**. to this RFGA. Potential applicants are strongly encouraged to read the model grant and to be fully aware of ODJFS' contractual requirements. Additionally, the selected grantee will be required to comply with prevailing wage standards, as established in ORC 4115.03-4115.16.

5.14 Unresolved Findings for Recovery (R.C. 9.24)

ORC Section 9.24 prohibits ODJFS from awarding a grant to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, the applicant warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under R.C. 9.24 prior to the award of any grant arising out of this RFGA, without notifying ODJFS of such finding. ODJFS will review the Auditor of State's website prior to completion of evaluations of proposals submitted pursuant to this RFGA. ODJFS will not evaluate a proposal from any applicant whose name, or the name of any of the subcontractors proposed by the applicant, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

5.15 Mandatory Contract Performance Disclosure

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

determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the applicant's performance of the work, and the best interests of ODJFS.

5.16 Mandatory Disclosures of Governmental Investigations

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

5.17 Applicant Selection Restriction

Any applicant deemed not responsible, or submitting a proposal deemed not to be responsive to the terms of this RFGA, shall not be awarded the resulting grant.

5.18 Declaration of Material Assistance Requirements

Any applicant responding to any ODJFS RFGA, RLB, or any other procurement opportunity is required to provide certification that the applicant has not provided material support or resources to any organization listed on the "Terrorist Exclusion List" (TEL) maintained by the U.S. Department of State. The Declaration of Material Assistance Form, provided as **Attachment C**, to this RFGA, must be printed, completed, and signed by the interested applicant's authorized representative, and returned to ODJFS as a component of the applicant's technical proposal. Failure to properly complete the form or to provide it as part of the proposal submitted to ODJFS may result in the disqualification of the applicant's proposal from consideration.

Applicants may access the TEL from the Ohio Homeland Security Office website, located at www.homelandsecurity.ohio.gov.dma.asp or via e-mail to dma-info@dps.state.oh.us for the current list of excluded organizations and additional information.

PROPOSAL DEVELOPMENT INSTRUCTIONS TO APPLICANTS: This Section V. is for informational purposes only. It describes the mandatory requirements regarding the conduct of applicants during the RFGA process and mandatory conduct of selected grantees following award of funds. Proposals DO NOT NEED TO INCLUDE ANY INFORMATION in response to this section – with the only possible exceptions being as follows:

- **Regarding 5.14, Unresolved Findings for Recovery** (R.C. 9.24), applicants **must** provide information as requested by completing the Declaration of Material Assistance Form, provided as **Attachment C**, and submitting it with their proposal in Section 1;
- **Regarding 5.15, Mandatory Contract Performance Disclosure**, applicants must disclose any such formal claims, if any have been made, in Section 1 of their proposals; and,

- **Regarding 5.16, Mandatory Disclosures of Governmental Investigations**, applicants must disclose (and detail the nature and the outcome) of any such adverse regulatory or adverse administrative governmental action if any have been made, in Section 1 of their proposals;

PROPOSAL SCORING NOTE: Not applicable to Section V.; however, in the event that an applicant organization is found to be ineligible for a grant award due to the requirements described in 5.14, 5.15, or 5.16 ODJFS will disqualify that organization's proposal from consideration

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

ODJFS will contract with applicants that best demonstrate the ability to meet requirements as specified in this RFGA. Applicants submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical Proposals and Project Budgets. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS Office of the Director, and their designees. Applicants should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and grantee selection process.

Selection of the applicant will be based upon the criteria specified in Sections I, II., III., IV., and V. of this RFGA. Any proposals not meeting the requirements contained in those sections of this RFGA will not be scored or may be held pending receipt of required clarifications. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review team 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 proposals, ODJFS will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

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

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

The PRT will then score those qualifying technical proposals, not eliminated in Phase I. Review, by assessing how well the applicant meets the requirements as specified in Sections II, III, IV, V, and VI. of this RFGA. Using the score sheet for Phase II scoring (see **Attachment E.** of this RFGA for specific evaluation criteria), the PRT will read, review, discuss, and reach consensus on the final technical score for each qualifying technical proposal. Any proposal which does not meet the minimum required technical proposal points will be disqualified from any further consideration, and its project budget will not be considered.

IMPORTANT: Before submitting a proposal to ODJFS in response to this RFGA, applicants are strongly encouraged to use the Technical Proposal Score Sheet (**Attachment E.**) and the above technical performance scoring information to review their proposals for completeness, compliance, and quality.

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

Applicants' projects must at least meet the minimum Phase II technical score in order for their project proposal to remain in consideration for grant award. The Project Budgets of those proposals meeting the minimum technical quality score will be then reviewed and scored by a PRT.

Any applicant whose Project Budget receives a "Does Not Meet" score will be disqualified from any further consideration. Applicants' Project Budget scores shall be added to their Technical Proposal scores to determine the proposals' grand total score for that respective proposed program. In the event an applicant submits more than one proposed program and one fails to meet any mandatory requirements or scoring thresholds, the disqualification shall not affect or automatically disqualify any additional proposed program submitted by the applicant.

If the project budgets of all technically qualifying applicants (as determined by the scoring process described in this section and by the Technical Proposal Score Sheet, **Attachment E.** to this RFGA) are deemed excessive, or if they are in excess of the available funding for this project, ODJFS may, at its sole discretion, negotiate with all technically qualifying applicants for a revised project budget. Applicants may then submit one last and best offer, or may request that ODJFS view its original project budget as its last and best offer, or may formally withdraw from further consideration, and shall formally indicate its choice according to directions provided by ODJFS at that time.

Upon receipt of all last and best offers, and assuming that one or more have submitted a project budget that is within project funding, ODJFS will then consider those applicants' revised project budgets which are within the budget according to the evaluation process described in this section, above, and in the Technical Proposal Score Sheet, **Attachment E.**, for determination of grant awards.

D. DISQUALIFIERS FOR PROPOSAL ERRORS:

- **Any trade secret, proprietary, or confidential information (as defined in Section 5.3, E. of this RFGA) found anywhere in a applicant's proposal shall result in immediate disqualification of that applicant's proposal.**
- **Any sensitive personal information on applicant or sub-contract staff (e.g, social security numbers, personal addresses) must be omitted from applicant proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the applicant from any consideration.**

6.2 Review Process Caveats

ODJFS may, at its sole discretion, waive minor errors or omissions in applicants' Technical Proposal and/or Project Budgets/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 and/or Project Budgets/forms, and may request such clarification as it deems necessary at any point in the proposal review process. Any such requests for proposal clarification when initiated by ODJFS, and applicants' verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 1.11 of this RFGA. Such communications are expressly permitted when initiated by ODJFS, but are at the sole discretion of ODJFS.

Should ODJFS determine a need for interviewing applicants prior to making a final selection, results to interview questions shall be scored in a manner similar to the process described in Section 6.1, Scoring of Proposals, above. Such scored results may be either added to those applicants' proposal scores, or will replace certain criteria scores, at 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 that RFGA.

ODJFS reserves the right to negotiate with applicants for adjustments to their proposals 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 prohibition, and are expressly permitted when initiated by ODJFS, but are at the sole discretion of ODJFS.

Any applicant deemed not responsible, or any submitting a proposal deemed not to be responsive to the terms of this RFGA, shall not be awarded the grant.

6.3 Final Applicant Recommendation

The PRT will recommend to the Director of ODJFS the technically qualified, responsible applicants offering the proposals determined most likely to result in successful programmatic goals and outcomes as determined by the processes and requirements established in this RFGA.

The State reserves the right to select qualified applicants in rank order of their grand total proposal scores (technical proposal + project budget scores) from highest to lowest. In the event that two or more of the proposals have a score which is tied after final calculation of both the technical proposal and the project budget, the proposal with the higher score in the technical proposal will prevail. Should that process still result in a tied score, ODJFS reserves the right to recommend applicants based upon adequate geographic coverage.

Applicants are to be aware that meeting or exceeding the minimum required proposal score does not guarantee a recommendation of a grant award. ODJFS reserves the right to award grants based upon the number of grant awards, funds available, the total of all accepted grantee project budgets and adequate geographic coverage. The State reserves the right to determine final budget amounts, regions to be served and project size and scope in order to meet the overall statewide objectives of OCTF.

SECTION VII. PROTEST PROCEDURE**7.1 Protests**

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

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a grant(s) resulting from this RFGA. The protest shall be in writing and shall contain the following information:
 - 1. The name, address, and telephone number of the protestor;
 - 2. The name and number of the RFGA being protested;
 - 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - 4. A request for a ruling by ODJFS;
 - 5. A statement as to the form of relief requested from ODJFS; and
 - 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal & Acquisition Services, within the following periods:
 - 1. A protest based on alleged improprieties in the issuance of the RFGA or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 1.8, Anticipated Procurement Time Table, of this RFGA.
 - 2. If the protest relates to the announced intent to award the grant(s), the protest shall be filed no later than 3:00 p.m. of the tenth (10th) business day after the issuance of formal letters sent to all responding applicants regarding the State's intent to make the awards. 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' Office of Legal & Acquisition Services after the time periods set forth in Item B. of this section.

- D. All protests must be filed at the following location:

Chief Legal Counsel
ODJFS Office of Legal & Acquisition Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-0423

- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The applicant(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. ODJFS' Office of Legal & Acquisition Services shall issue written decisions on all timely protests and shall notify any applicant who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

ODJFS is under no obligation to issue a contract as a result of this solicitation if, in the opinion of ODJFS and the proposal review team, none of the proposals are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any applicant should ODJFS decide not to proceed. Changes in this RFGA of a material nature will be provided via the agency website. All applicants are responsible for obtaining any such changes without further notice by ODJFS.

SECTION VIII. ATTACHMENTS AND THEIR USES

- A. **Required Applicant Information and Certifications** (*To be completed & included in proposal packet as specified in Sec. 4.2, B., 1.*)
- B. **Request for Taxpayer Identification Number (W-9) Form** (*To be completed & included in proposal packet as specified in Sec. 4.2, B., 1.*)
- C. **Declaration of Material Assistance Form** (*To be completed & included in proposal packet as specified in Sec. 4.2, B., 1.*)
- D. **ODJFS Model Grant Agreement** (*Provided as a reference...do not submit*)
- E. **Technical Proposal Score Sheet** (*For applicant self-evaluation purposes...do not submit*)
- F. **Project Budget** (*To be completed for each proposed IY program & included in the proposal packet as specified in Sec. 4.2, B., 4.*)

SECTION IX. APPENDICES AND THEIR USES

- A. **Sample 501(c)3 IRS Tax Status Determination Letter** (*for reference purposes*)
- B. **Allowable Costs Listing** (*for reference purposes*)
- C. **Sample Invoice Document** (*for reference purposes*)

Thank you for your interest in this project.

Attachment A

REQUIRED APPLICANT INFORMATION and CERTIFICATIONS

Purpose: The Ohio Department of Job and Family Services (ODJFS) requires the following information on applicants who submit proposals or bids in response to any ODJFS Requests for Grant Applications (RFGAs) in order to facilitate the development of the agreement (or finalization of a purchase) 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 submitting the application/proposal. 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 proposals. It is mandatory that the information provided is certified with an original signature (in blue ink, please) from a person with authority to represent the applicant/organization. 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 applications, the attachment of any required certifications, other documents, or additional pages needed to fully provide the information requested here will NOT be counted against that page limit.

Applicants must provide all information

1. ODJFS RFGA #:	2. Proposal Due Date:
3. Organization Name: (legal name of the applicant’s organization – person or organization – to whom contract\purchase payments would be made)	4. Organization/Applicant Fed. Tax ID # or Social Security #: (this number MUST correspond with the name in Item # 3)
5. Organization’s Corporate Address:	6. Organization’s Remittance Address: (or “same” if same as Item # 5)
7. Print or type information on the organization’s representative/contact person <u>authorized to answer questions on the application:</u> Organization Representative: Representative’s Title: Address: Phone #: Fax #: E-Mail:	
8. Print or type the name of the organization’s representative <u>authorized to address contractual issues, including the authority to execute an agreement on behalf of the organization, and to whom legal notices regarding agreement termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): Organization Representative: Representative’s Title: Address: Phone #: Fax #: E-Mail:	
9. Is this organization an Ohio certified MBE? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, attach a copy of current certification to application. (If ODJFS has specified the RFGA agreement document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification <u>WILL RESULT IN DISQUALIFICATION.</u>)	

10. Mandatory Applicant Certifications:

ODJFS may not enter into agreements with/make purchases from any applicants who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Applicants responding to any ODJFS RFP\RLB\RFGA or other grant 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 organization 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 organization 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 organization shown in Item # 3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute, or otherwise qualifies under that section to enter into contracts with the State of Ohio.

11. Work Location Declaration: Identify the location(s) (city, state/province, country) where all work for the proposed project will be performed, by the proposing organization and by any Subcontractors: _____ - _____ .

12. Equal Employment Opportunity Information on the Organization and any Subcontractor(s)

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

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

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

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

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

Subcontractor Name: _____

Address: _____

Work To Be _____

Performed: _____

(a brief description) _____

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

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

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2004) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:

Total number of contracts: _____

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

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

Attach additional pages if needed

13. Vendor and Grantee Ethics Certification

As a grantee doing business with* or receiving grants from the State of Ohio, I certify on behalf of _____ (name of 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 have reviewed and understand Governor Strickland's Executive Order Number 2007-01S.
- (3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.
- (4) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant with the State of Ohio.

Signature of authorized agent

Date

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

14. I have read the ODJFS Model Grant attached to the RFGA, and if awarded an agreement, 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 agreement language are subject to ODJFS approval.) (NOTE: Item 14 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Applicants.)

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

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

or

Employer identification number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Form with fields: LAST NAME, FIRST NAME, MIDDLE INITIAL, HOME ADDRESS, CITY, STATE, ZIP, COUNTY, HOME PHONE, WORK PHONE.

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

Form with fields: BUSINESS/ORGANIZATION NAME, BUSINESS ADDRESS, CITY, STATE, ZIP, COUNTY, PHONE NUMBER.

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
 Yes No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. 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 the company, business or organization referenced on page 1 of this declaration.

X

Signature

Date

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

G-1011-22-0000

RECITALS:

This Grant Agreement between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and the **Vendor Name** (hereinafter referred to as "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.

The Grant is made pursuant to a federal Community-Based Family Resource and Support grant awarded in accordance with Sections 201 and 210 of Title II of the Child Abuse Prevention Act, CFDA number 93590, award number G-0701OHFRPG, awarded by the United States Department of Health and Human Services. This Grant is made through the Ohio Children's Trust Fund (OCTF).

- A. ODJFS issued a Request for Grant Application (RFGA) titled "Ohio Children's Trust Fund Community-Based Child Abuse Prevention Project," numbered R-1011-22-8037, and dated _____, 2010, which is hereby incorporated by reference.
- B. The ODJFS proposal review team recommended for award the Application of GRANTEE, submitted on or before _____, 2010, which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFGA, the Application, or this Agreement, the provisions of this Agreement will determine the obligations of the parties. In the event that this Agreement fails to clarify any inconsistency or ambiguity between the RFGA and the Application, the RFGA will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Agreement and the budgetary and statutory constraints of ODJFS.

ARTICLE I. PURPOSE; GRANT ACTIVITIES

- A. The purpose of this Agreement is to develop and implement or expand community-based programs based upon the Incredible Years (IY) Program, a training curriculum for children, parents, and teachers designed to strengthen families in order to prevent child abuse and neglect. GRANTEE will perform its responsibilities under this Agreement in accordance with the RFGA and the Application. The responsibilities ("Grant activities") are summarized as follows:

INSERT SPECIFIC DELIVERABLES

- B. The ODJFS Agreement Manager is **ODJFS Agreement Manager**.
- 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 ten (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 the ODJFS Agreement Manager pursuant to ARTICLE V 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 Grant Agreement will be in effect from February 17, 2010, or upon signature of the Director of ODJFS, whichever is later, through June 30, 2011, unless this Agreement is suspended or terminated pursuant to ARTICLE IV prior to the above termination date. This Agreement may be renewed through 2013, 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. In addition to Section A above, 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 ORC 126.07, 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 Twenty Thousand and 00/100 Dollars (\$30,000.00) for State Fiscal Year 2010. ODJFS will provide GRANTEE with funds in an amount up to Ten Thousand and 00/100 Dollars (\$10,000.00) for State Fiscal Year 2010 and up to Twenty Thousand and 00/100 Dollars (\$20,000.00) for State Fiscal Year 2011, expressly to perform the Grant activities described in ARTICLE I. GRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. GRANTEE hereby waives the interest provisions of ORC 126.30.
- B. Compensation will be made as reimbursement for actual expenditures incurred and paid by GRANTEE during the billing period pursuant to GRANTEE's accepted budget or cost proposal included in the Application as follows

[INSERT BUDGET]

Optional: It is further agreed that reimbursement of travel expenditures shall not exceed **SFY1 Travel Dollar Amount** Dollars (**\$SFY1 Travel**) for SFY 2010, 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 OAC 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 under ARTICLE III, above.

- C. GRANTEE will submit three (3) copies of detailed invoices upon completion of Deliverables to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 38th 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;
 5. Description of activities performed during the billing period; and
 6. Receipt or other proof of costs paid by GRANTEE for which GRANTEE is seeking reimbursement.
- 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 specified in ARTICLE II.
- 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. GRANTEE must submit final invoices for payment no later than ninety (90) days after the ending date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

- F. Subject to the provisions of ORC 126.07 and 131.33, which will at all times govern this Agreement, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Agreement;
 2. It intends to maintain this Agreement for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
 3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Agreement. 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, upon completion of performance, or once all of the compensation has been paid.
- B. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement.
- C. Notwithstanding the provision of Section A, 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, Section F;
 2. ODJFS discovers any illegal conduct by GRANTEE; or
 3. GRANTEE has violated any provision of ARTICLE VIII.
- 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; and
 4. Perform any other tasks ODJFS requires.
- E. In the event of suspension or termination under this ARTICLE IV, 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 pursuant to ARTICLE I, Section C of this Agreement.
- 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 Agreements and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to GRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to GRANTEE's representative at the address appearing on the signature page of the this Agreement.
- D. All notices in accordance with Sections B and C of this Article will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

GRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any subgrant agreements executed for the performance of Activities relative to this Agreement:

- A. GRANTEE agrees that any media produced pursuant to this Agreement or acquired with Grant funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. GRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. GRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by GRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. GRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Grant activities specified in ARTICLE I 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 B 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. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by GRANTEE and will be made available for audit by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three (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 three-year period if the action is resolved prior to the end of the three-year period. If applicable, GRANTEE must meet the requirements of the federal Office of Management and Budget (OMB) Circulars A-110, A-122, and A-133. GRANTEE acknowledges, in

accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.

- E. GRANTEE hereby agrees to current and ongoing compliance with 42 USC 1320(d) -1320(d)(8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). GRANTEE further agrees to include the terms of this Section E in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and GRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and GRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.
- B. GRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Grant without the prior written approval of ODJFS. GRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least 10 (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 A, 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 (3) 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 (1) 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.
5. **Material Assistance to Terrorist Organization.** GRANTEE affirms that GRANTEE, its principals, affiliated groups, or persons with a controlling interest in GRANTEE's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

B. If at any time GRANTEE is not in compliance with the conditions affirmed in this Section B, 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 B. Any funds paid by the State of Ohio for work performed during a period when GRANTEE was not in compliance with this Section B 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, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. GRANTEE will ensure that all applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training--including apprenticeship-- or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status.
 - 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 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
3. **Ethics Laws.** 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 2007-01S pertaining to ethics. GRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
4. **Conflicts of Interest.**
 - a. 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 (1) 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 (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.

- b. 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.
 - c. GRANTEE agrees that GRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of GRANTEE's functions and responsibilities under this Agreement. If GRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, GRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. GRANTEE further agrees that the person with the conflicting interest will not participate in any Grant activities until ODJFS determines that participation would not be contrary to public interest.
5. **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 (\$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.
6. **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.
7. **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 eighteen (18).
8. **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.
9. **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.
10. **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.

11. **Certification of Compliance.** GRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** GRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and GRANTEE. GRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. GRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Limitation of Liability.** To the extent allowable by law, GRANTEE agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Grant activities. GRANTEE will reimburse ODJFS, any official or employee of ODJFS acting in his or her official capacity, and/or the State of Ohio for any judgments for infringement of patents or copyrights. ODJFS's liability for damages, whether in contract or in tort, will not exceed the lesser of the total amount of funds payable to GRANTEE under this Agreement or the amount of direct damages incurred by GRANTEE. 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.
- 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 C. If any information and/or assistance is furnished by ODJFS at GRANTEE's written request, it is at GRANTEE's expense. If any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this Section survive the termination of this Agreement, without limitation.
- D. **Liens.** GRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If GRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to GRANTEE in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to GRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE IV. 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.

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

ATTACHMENT E

Technical Proposal Score Sheet

RFGA#: R-1011-22-8037

PHASE I: Initial Qualifying Criteria

Applicant Name: _____
 Name of Program: _____
 ___ New -OR- ___ Expansion Program

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

ITEM	PROPOSAL ACCEPTANCE CRITERIA	RFGA Sec. Ref.	Y E S	N O
1	Was the applicant’s electronic proposal received by the deadline as specified in the RFGA?	4.1		
2	Did the applicant’s electronic proposal include all required affirmative statements and certifications, signed by the applicant’s responsible representative, as described in Attachments A., and C. to the RFGA?	4.2 B., 1.		
3	According to those certifications, did the applicant affirmatively indicate that it is not on the federal debarment list; that there are no unfair labor findings against it; and it is not in violation of ORC Section 9.24, and therefore may enter into an agreement with ODJFS?	4.2		
4	Did the applicant provide an affirmation that it is not excluded (by the Auditor of State) from entering into an agreement with ODJFS by ORC Section 9.24 for an unresolved finding for recovery (<i>i.e.</i> , the proposal of any applicant whose name appears on the Auditor’s website as having an unresolved finding for recovery will be eliminated from further consideration.)?	4.2		
5	Is the applicant an Ohio public governmental agency (e.g., CDJFS, PCSAs, etc.) as defined by Ohio Revised Code (ORC) Section 307.981 or private non-profit (including non-profit civic organizations and community coalition groups) Ohio 501(c)3 organizations? [All non-public governmental agency applicants must include a copy of their current and valid non-profit Ohio 501(c)3 IRS tax status determination letter with their grant proposals or their proposals will be disqualified]	2.1, F.		
6	Has the applicant provided an affirmation that, if awarded a grant(s), all paid and volunteer staff members under the resulting grant(s) shall undergo and pass a mandatory background check at no cost to the State?	2.1, G.		
7	Did the applicant submit a program budget requesting funds under or equal to the maximum allowable award of \$10,000 total for SFY 2010 and \$20,000 for any and all proposed IY program(s) in SFY 2011, and in the possible renewal period of SFY 2012 and SFY 2013?	2.1, H.		

PHASE II: Criteria for Scoring of Technical Proposal

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

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

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 proposal’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 proposal. Technical proposals which do not meet or exceed a total score of at least **256 points** (a score which represents that the selected applicant has the capability to successfully perform the project/program services) out of a maximum of **333 points**, will be disqualified from further consideration, and its project budget will neither be opened nor considered. Only those applicants whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	EXT.
REQ. APPLICANT INFO. & CERTIFICATIONS								
1	The applicant has included, properly completed and signed, the Required Applicant Information & Certifications as specified in the RFGA.	4.2, B.	0.5					
APPLICANT QUALIFICATIONS								
STAFF EXPERIENCE & CAPABILITIES								
2	The applicant has identified, by position and by name, (if possible to provide name) those staff they consider key to the project's success.	2.2 A.	0.5					
3	The applicant has included resume(s) of key staff expected to work on the project along with job titles of key staff and any training and/or experience as it relates to this project.	2.2 A., 1.	0.5					
4	The applicant has identified and assigned a Program Director for the applicant's proposed new or expanded IY Program who has at least two (2) years experience in delivering/directing child abuse and neglect prevention programs.	2.2 A., 2.	1					
5	The applicant has provided documentation that IY Group Leaders have attended an authorized Incredible Years Program Group Leader Training or has provided a statement that the applicant will complete necessary training prior to contract execution. [Note: Applicants with two or more trained Group Leaders will be given preference over those with only one person trained to be a group leader. The specified Program Director may also serve as a Group Leader or other appropriately trained persons may serve as Group Leaders.]	2.2 A., 3.	2.5					
ORGANIZATIONAL EXPERIENCE & CAPABILITIES								
6	The applicant has demonstrated the capacity to manage the scope of work (see Sec. 3.1) based on a description in the proposal of adequate facilities where the services will be provided—where the program will be administered.	2.3, A.	2					
7	The applicant has demonstrated the capacity to manage the scope of work (see Sec. 3.1) based on a description in the proposal of adequate fiscal controls which include reconciliation of accounts, auditing procedures and the organization's financial resources.	2.3, B.	1					
8	The applicant has demonstrated an appropriate management structure and staffing as documented in a current organizational chart/Table of Organization; a description of the key positions and the work each performs.	2.3, C.	1					
9	The applicant has demonstrated the ability to work collaboratively, as documented by a description of its inclusion of "partners" and/or a plan that will utilize/participate with partners in program service delivery. The documentation states the applicant's plan to maintain, foster and sustain ongoing relationships with their partnership(s) and community organizations during the grant agreement period.	2.3, D.	1.5					
10	The applicant has demonstrated a history of serving parents, children and families as documented in a detailed description of services provided in the past year and a brief evaluation from other child-serving organizations within that community of its performance, based on data provided from previous projects.	2.3, E.	2.5					
11	The applicant has demonstrated established ties to their community's child-serving systems, such as the ADAMH/CMH Board.	2.3, F.	2					
PROJECT TARGET POPULATION								
12	The applicant has proposed a program which maximizes the participation of at-risk children, parents, racial and ethnic minorities, children and adults with disabilities and members of other underserved or underrepresented groups.	1.7	1					
NUMBER OF PARTICIPANTS								
13	The applicant has provided an estimation/goal of those that they shall serve via their proposed program(s).	3.2	1					
ADMIN. STRUCTURES—PROPOSED WORK PLAN								
14	The applicant has identified and explained how the key objectives delineated in Section 1.6 of this RFGA will be met as a result of the proposed project and has described why those key objectives identified are appropriate for the regional target population in addition to the applicant's key objectives, as well as how the progress of meeting those objectives (outcome measurement) will be measured, has been demonstrated by the applicant.	1.6 3.3 A.	2					
15	The applicant has justified the need for an IY program in the intended service area by describing the demographics of the proposed service region in terms of the number of parents and children who could potentially be served by the IY program.	3.3 B. 1.,a	1					

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	EXT.
16	The applicant has justified the need for an IY program in the intended service area by clearly articulating the need within the community and has provided justification of the need based upon needs assessment(s) completed by local Family and Children First Council (FCFC) or data from the local public children's services agency (PCSA).	3.3 B. 1.,b	1					
17	The applicant has justified the need for an IY program in the intended service area by outlining clear goals and activities to meet the need and has demonstrated how the proposed activities and programs will be sufficient in meeting the community's need(s).	3.3 B. 1.,c	1.5					
18	The applicant has justified the need for an IY program in the intended service area by clearly defining program outcomes that will be used to guide program implementation and used in the program's evaluation.	3.3 B. 1.,d	1.5					
19	The applicant has provided a plan to conduct pre- and post-assessments with program participants, including children enrolled in their programs, in an effort to ensure that program objectives are being met.	3.3 B., 2.	1.5					
20	The applicant has provided a detailed discussion as to how the implementation of the applicant's proposed program will address either primary or primary and secondary prevention (as defined in Section 1.6 of this RFGA) of child abuse and neglect.	3.3 B., 3.	1.5					
21	The applicant has presented a clear and realistic timetable which includes a time-frame for implementing programs, delivering services, etc.	3.3 B., 4.	1					
22	The applicant has described the evaluation process and has specified what methodology and/or tool(s) they will use to evaluate the program's impact and outcomes.	3.3 B., 5.	1					
23	The applicant has provided a plan to meet reporting requirements for program and fiscal reports (as specified in Section 3.4 A. & B.).	3.3 B., 6.	1					
24	The applicant has provided a plan to engage parents, including fathers, as partners and leaders and have described the plan or process that will be used to ensure parent participants are involved in the planning, implementation and evaluation of the program(s).	3.3 B., 7.	1					
25	The applicant has provided a plan to engage in outreach activities for special populations and has included a description of outreach activities that will be undertaken to maximize participation of underserved groups including ethnic minority parents; children and adults with disabilities. Parents with disabilities as defined in Section 209 of the Child Abuse Prevention and Treatment Act should be considered a target population for this outreach for all applicant programs.	3.3 B., 8.	1					
26	The applicant has provided a plan to promote events and activities that promote April as Child Abuse and Neglect Prevention Month and has included a description of the special activity/activities that will take place as part of recognition of April 2009 as Child Abuse and Neglect Prevention Month.	3.3 B., 9.	.5					
27	The applicant has provided a status reporting procedure for reporting work completed and for resolution of unanticipated problems.	3.3 C.	.5					
ORGANIZATION OF PROPOSAL								
28	The applicant has organized their proposal in compliance with the specified organization format required in Section 4.2 of the RFGA.	4.2	.5					
Column Subtotal of "Partially Meets" points								
Column Subtotal of "Meets" points								
Column Subtotal of "Exceeds" points								
TOTAL TECHNICAL SCORE:								

Based upon the Total Technical Score earned, does the applicant's proposal proceed to the Phase III evaluation of its Project Budget? (Applicant's Total Technical Score must be at least 256 pts.)

Yes _____

No _____

(If "No," applicant's Project Budget will not be considered.)

Phase III.—Criteria for Considering the Project Budget

The project budget proposal must meet all of the following criteria in order to be considered for further evaluation. Any proposal receiving a “Does Not Meet” response to any of the following qualifying criteria **shall be disqualified from consideration.**

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
PROJECT BUDGET-						
1	Did the applicant submit a budget which only shows expenses directly related to the proposal project?	4.2, B., 4.				
2	Did the applicant submit a budget narrative and justification which clearly displays how approximate costs and allocations were determined?	4.2, B., 4.				
3	Did the applicant submit a budget and budget item descriptions which support the objectives and program activities outlined for the project as well as any and/or all of the grant program activities?	4.2, B., 4.				
4	Did the applicant submit a budget in which all dollars have been used for community-based prevention focused programs and activities designed to strengthen and support families to prevent child abuse and neglect, and comply with all of the requirements and restrictions outlined in the RFGA?	4.2, B., 4.				
TOTAL PHASE III SCORE:						

GRAND TOTAL APPLICATION SCORE:		
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ATTACHMENT F:

Part I—Budget Narrative

Applicants are to only show expenses directly related to the proposal project and include a budget narrative and justification which clearly displays how approximate costs and allocations were determined. Budget and budget item descriptions MUST support the objectives and program activities outlined for the project as well as any and/or all of the grant program activities.

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

Applicants must submit separate Budget Narratives and Budget Forms for each respective proposed program. Applicants who have chosen to propose more than one program must be aware that the applicant's budgets can not exceed **\$10,000** in total for SFY 2010, and **\$20,000** for SFY 2011, SFY 2012, and SFY 2013 regardless of the number of proposed programs.

Part II—Project Budget Form

Applicant program budgets must not exceed \$10,000 for SFY 2010, and \$20,000 for subsequent SFYs. Applicants which request funds in excess of \$20,000 will be disqualified.

- A. Administrative Costs:** Costs related to the administrative activities of the program including personnel salaries, volunteer stipends and fringe benefits. These costs may not exceed 20% of the total proposed project amount. Applicants are to refer to **Appendix B** for a listing of allowable and unallowable costs.
- B. Program Costs:** Expenses related to providing the IY program, including instructional materials, manuals, and handouts (**excluding** the purchase of food). Applicants are to refer to **Appendix B** for a listing of allowable and unallowable costs.
- C. Training:** Expenses associated with attending IY Group Leader training (led by certified Group Leader) for staff trained during the contract period. This may include travel (Expenses submitted must be in compliance with reimbursement guidelines established by the State of Ohio. See <http://obm.ohio.gov/MiscPages/Publish/TravelPolicy.aspx>). Please refer to Sec. 5.4 of the RFGA for travel reimbursement restrictions.
- D. Marketing and Outreach:** Costs associated with marketing the program and building collaborations within the community to ensure successful program delivery. These include marketing and promotional materials, external meetings, press conferences, website development and enhancement and advertising.

EXPENDITURE SUMMARY:

Program Expenditure Categories	SFY 2010	SFY 2011	SFY 2012	SFY 2013	Total Expenditures for All SFYs
A. Administrative Costs*	\$	\$	\$	\$	\$
B. Program Costs*	\$	\$	\$	\$	\$
C. Training*	\$	\$	\$	\$	\$
D. Marketing and Outreach*	\$	\$	\$	\$	\$
SFY 10 Grand Total (Must not exceed \$10,000 for SFY 10):	\$				
SFY 11 Grand Total (Must not exceed \$20,000 for SFY 11):		\$			
SFY 12 Grand Total (Must not exceed \$20,000 for SFY 12):			\$		
SFY 13 Grand Total (Must not exceed \$20,000 for SFY 13):				\$	
Project Grand Total:					\$

*Applicants may display how they determined program expenditures for the above categories by delineating those line items on the following budget page.

Affirmation: The **Grand Total Project Cost** is firm for the duration of the proposed grant and renewal periods, and I, the undersigned, am an authorized representative of this applicant organization.

Name (Signature) and Title

Date of Signature

Applicants may display how they determined program expenditures for the above categories by delineating those line items in the following table.

EXPENDITURE LINE ITEMS:

Program Expenditure Categories	SFY 2010	SFY 2011	SFY 2012	SFY 2013	Total Expenditures for All SFYs
Administrative Costs					
A.					
B.					
C.					
D.					
Total Administrative Costs:	\$	\$	\$	\$	\$
Program Costs					
A.					
B.					
C.					
D.					
Total Program Costs:	\$	\$	\$	\$	\$
Training(s)					
A.					
B.					
C.					
D. Travel (Must not exceed 2.5% of total SFY Budget)					
Total Training Costs:	\$	\$	\$	\$	\$
Marketing and Outreach					
A.					
B.					
C.					
D.					
Total Marketing and Outreach Costs:	\$	\$	\$	\$	\$
SFY 10 Grand Total (Must not exceed \$10,000 for SFY 10):	\$				
SFY 11 Grand Total (Must not exceed \$20,000 for SFY 11):		\$			
SFY 12 Grand Total (Must not exceed \$20,000 for SFY 12):			\$		
SFY 13 Grand Total (Must not exceed \$20,000 for SFY 13):				\$	
Project Grand Total:					\$

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 19 2006

[REDACTED]

Employer Identification Number:

[REDACTED]

DLN:

[REDACTED]

Contact Person:

[REDACTED]

[REDACTED]

Contact Telephone Number:

[REDACTED]

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

June 2, 2006

Contribution Deductibility:

Yes

Advance Ruling Ending Date:

December 31, 2010

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

Letter 1045 (DO/CG)

APPENDIX B: ALLOWABLE COSTS LISTING

Allowable:

The following list is to be used as a guideline for acceptable purchases and expenditures. Please note that the list does not include every item that may be allowable for purchase using Ohio Children's Trust Fund grant dollars. OCTF reserves the right to determine whether a grantee's expenditure(s) is allowable or not. Certain expenses must be in compliance with the Office of Budget and Management's (OBM) expense reimbursement policies. Please refer to OBM's policies at <http://obm.ohio.gov/MiscPages/Publish/TravelPolicy.aspx>.

All costs must be incurred during the grant year and after receipt of grant agreement purchase order. All expenditures must directly relate to the service of conducting primary and secondary prevention strategies within the community.

Allowable expenses include the following:

Program

- IY materials: including BASIC Parent Training Program, ADVANCE Parent Training Program, School Age Parent Training Program, Teacher Classroom Training Program and supplemental materials, and Dina Dinosaur Child Training Program including classroom curriculum, sample lesson plan videos, and materials such as instructional videos and instructional aides (including puppets) used to implement small group therapy.
- Reimbursement for IY Group Leaders

Administrative

- Personnel / Salaries
- Fringe benefits

Travel / Mileage

• Personal vehicle mileage

- Auto travel to trainings
- Up to the maximum state mileage rate

[Important: Requests for travel reimbursement by program administrative staff must not exceed 2.5% of the applicant's total proposed budget for any given SFY and shall be included as part of the maximum 20% administrative costs allowed. Therefore if an applicant chooses to include travel (up to 2.5%), their remaining administrative costs cannot exceed 17.5% of their total proposed budget (for each SFY)].

The State reserves the right to deny reimbursement, in total or part, to any grantee which exceeds the maximum allowable amount or which violates OBM's Travel Policy (See <http://obm.ohio.gov/MiscPages/Publish/TravelPolicy.aspx>).

Lodging

- Up to the maximum state lodging rate + applicable taxes
- Per diem rate (for lodging) x (number of people) x (number of days)

Training

- Registration fees
- Rental of conference rooms, meeting space, staff offices
- Equipment rental

Printing

- Costs associated with printing materials (in-house or outsourced)

Supplies/Equipment

- General office supplies and equipment
- Storage equipment
- Furniture (i.e. desks, chairs, tables, cabinets)
- Materials

Other

- Postage
- Publicity (i.e. Brochures, ads, signs)

Unallowable:

Any expenditures falling within the following categories will *not* be reimbursed by ODJFS or the Ohio Children's Trust Fund. Please note that the following list is a guideline, and does not cover every purchase(s) that is unallowable with Trust Fund grant dollars.

Any expenditure that is not directly related to the Children's Advocacy Center and the mission of the Ohio Children's Trust Fund is unallowable.

Any expenditure that is not directly related to the delivery of a primary and secondary prevention strategy within the community.

Travel (any travel expenses not directly related to the proposed program and/or any travel expenses for any means of travel other than the most cost effective and reasonable)

- Recreational trips during a conference (from training center to mall or restaurant)
- Cancellation fees or ticket change fees

Lodging

- Telephone, Internet charges, laundry, movie costs, or any other incidental charges from hotel/lodging will not be reimbursed.

Training

- Cancellation fees
- Attrition fees

Meals & Incidentals

- No OCTF grant funds may be used to purchase or reimburse meals or food. There will be no exceptions during the grant period.

Personnel

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

Other

- Any activity or payment related to lobbying or fundraising (to finance related or complementary project activities) is unallowable.
- Non-profit incorporation fees
- Capital campaigns
- Food and beverages

INVOICE FOR SERVICES PROVIDED

Billing Period

MONTH-MONTH (QUARTER), YEAR

DATE:

TO: The Ohio Children's Trust Fund
30 E. Broad, 32nd Floor
Columbus, OH 43215-3414

FROM: Applicant's Address

Federal Tax ID Number:

Grant Number:

Dates:

Purchase Order Number:

For: (detail services)

Amount Requested: (dollar amount for invoice)

Authorized Signature of Grantee

Date

Ohio Children's Trust Fund Signature / Approval

Date