



**Department of  
Job and Family Services**

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

March 3, 2016

Dear Local Healthier Buckeye Council:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Grant Application (RFGA) number JFSR1617018115 for the purpose of awarding grants to local healthier buckeye councils, established under section 355.02 of the Ohio Revised Code (ORC), that will promote the development of self-sufficiency and reduce reliance on public assistance through a community environment that maximizes opportunities for individuals and families to achieve optimal health.

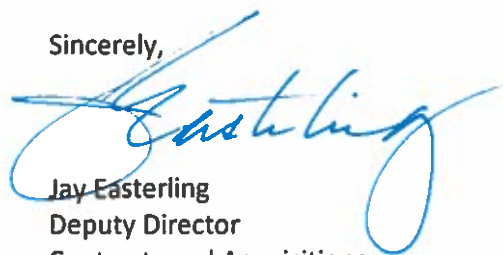
This RFGA is a competitive opportunity for established local healthier buckeye councils who partner with faith-based organizations, community non-profits, the business community, physical and behavioral health groups, educating, governmental and other organizations to create more efficient processes and develop an organizational infrastructure that will assist low-income individuals and families.

If you are interested in submitting an application, 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/RLB Unit at the following telephone number:

ODJFS, Office of Contracts and Acquisitions  
30 East Broad Street, 31<sup>st</sup> Floor  
Columbus, Ohio 43215  
PH: (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,



Jay Easterling  
Deputy Director  
Contracts and Acquisitions

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

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# **HEALTHIER BUCKEYE GRANT PILOT PROGRAM**

**RFGA # JFSR1617018115**

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

**REQUEST FOR GRANT APPLICATIONS (RFGA):**  
**Healthier Buckeye Grant Pilot Program**  
**RFGA # JFSR1617018115**

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## **REQUEST FOR GRANTAPPLICATIONS (RFGA):**

### ***Healthier Buckeye Grant Pilot Program***

RFGA #JFSR1617018115

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

### **1.1 Purpose**

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Grant Applications (RFGA) for the purpose of awarding grants to local healthier buckeye councils, established under section 355.02 of the Ohio Revised Code (ORC), that will promote the development of self-sufficiency and reduce reliance on public assistance through a community environment that maximizes opportunities for individuals and families to achieve optimal health.

ODJFS is seeking grant applications from established local healthier buckeye councils who partner with individuals and/or organizations with prior effectiveness in providing coordinated services that achieve lasting self-sufficiency for low-income individuals and families, as part of the Healthier Buckeye Grant Pilot Program.

Local healthier buckeye councils will be responsible for building collaborations among faith-based organizations, community non-profits, the business community, physical and behavioral health groups, educating, governmental and other organizations to create more efficient processes and develop an organizational infrastructure that will assist low-income individuals and families. The initiative anticipates emphasizing collaboration, peer supports and volunteer mentoring. Successful applicants shall demonstrate partnerships with organizations and individuals committed to customized, comprehensive wrap-around supports for the county's specific needs.

### **1.2 Issuing Office**

This RFGA is released by, and the subsequent grant agreement will be with ODJFS in collaboration with Healthier Buckeye Advisory Council (Council). ODJFS will oversee the program in collaboration with the Council.

### **1.3 Background**

Amended Substitute House Bill 64 of the 131<sup>st</sup> General Assembly established requirements for the operation of local healthier buckeye councils and created the Healthier Buckeye Grant Pilot Program.

The pilot program was created with the goal of promoting financial self-sufficiency and reduced reliance on public assistance through a community environment that maximizes opportunities for individuals and families to achieve optimal health in all aspects, including care coordination among providers of physical and behavioral health services and community providers of social, employment, education, and housing services.

### **1.4 Overview and Objectives of the Program**

In order to ensure the grants are distributed to a variety of programs among a cross section of demographics, a local healthier buckeye council may be awarded up to three (3) grants, based on available funding. Each respective local healthier buckeye council, in partnership with collaborators, may submit up to three (3)

applications for a grant from the Healthier Buckeye Grant Pilot Program identifying a need or needs in its community and outlining proposed solutions through the promotion of self-sufficiency. If a local council wishes to submit multiple applications, **each application should be sealed separately from each other and clearly marked as the council's first, second, or third priority.** Local councils may submit joint applications with other local councils for programs that will equally serve the all of the represented counties. One local council shall identify itself as the lead council and submit the application on behalf of all joined councils. A joint application should be considered as one of the maximum of three (3) applications a local council may submit, regardless of if the local council is identified as the lead council.

The Healthier Buckeye Grant Pilot Program seeks to encourage community-based efforts that assist low-income individuals and families to identify and bridge barriers impeding their progress to financial independence. The objective of the Healthier Buckeye Grant Pilot Program is to strengthen communities, encourage mentoring opportunities, and create new pathways for civic engagement that will result in the development of sustainable and replicable programs. This program aims to further the achievement of this objective through funding assistance to be granted to a number of applicants seeking grant awards.

Grant recipients will be those local councils that propose creating sustainable, replicable, and innovative programs that positively impact the lives of Ohio's low-income individuals and families. The selected grantee(s) proposal should demonstrate how, through collaboration, guidance and assistance will be provided to low-income individuals and families with the goal of achieving long lasting financial self-sufficiency, negating high risk behaviors, resolving barriers, setting and achieving educational goals, entering the workforce, and/or providing ongoing support and mentorship. In order for the program to make a long-term impact in its county, the effort should be sustainable. Applicants may propose to develop strategic commitments, build a program foundation, initiate a new pilot project for one or more cohorts with sustainability and replicability plans and otherwise meeting the criteria of this RFGA, or innovate to improve existing direct services meeting the criteria of this RFGA.

ODJFS will require a local healthier buckeye council to name a lead collaborator whose main operations most closely align with the local council's objective.

Successful applicants will demonstrate capability of the following:

- A. Alignment and coordination of public and private services that assist low-income individuals and families achieve self-sufficiency;
- B. Maintenance of continuous mentoring support and coordination of community-level participation for low-income individuals and families;
- C. Use of matching local funds;
- D. Use of volunteer and peer supports;
- E. Managing or providing similar services with public or private funds;

- F. Effectively evaluate program outcomes, including success at assisting individuals and families in achieving and maintaining financial self-sufficiency, and to report relevant participation data;
- G. Evidence of the ability to sustain the program long-term and offer continued assistance to individuals;
- H. Achieve positive and improved livelihood for low-income individuals and families through detailed and measurable strategic and outreach plans; and
- I. Collaboration between entities that participate in assessment and planning processes.

## SECTION II. PROCUREMENT PROCESS INFORMATION

### 2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
March 3, 2016	ODJFS Releases RFGA to Applicants on the Department of Administrative Services (DAS) and ODJFS Web Sites; Q&A Period opens <ul style="list-style-type: none"> <li>- RFGA becomes active</li> <li>- Applicants may submit inquiries for RFGA clarification</li> </ul>
April 25, 2016	Applicant Q&A Period Closes, 8 a.m. <ul style="list-style-type: none"> <li>- No further inquiries for RFGA clarification will be accepted</li> </ul>
May 3, 2016	<b>Deadline for Applicant to Submit Proposals to ODJFS (3 p.m.)</b> <ul style="list-style-type: none"> <li>- This is the proposal opening date, beginning the ODJFS process of proposal review</li> </ul> <b>LATE PROPOSALS WILL NOT BE CONSIDERED, NO EXCEPTIONS WILL BE MADE</b>
May 17, 2016	ODJFS Issues Agreement Award Notification Letter (estimated) <ul style="list-style-type: none"> <li>- Applicants who submitted proposals in response to this RFGA will receive letters stating whether their proposal was accepted for award of the agreement</li> </ul>
Start Date 2016	Implementation* (estimated—following notification of all agreement and funding approvals) <ul style="list-style-type: none"> <li>- ODJFS agreements are not valid and effective until the Ohio Office of Budget Management (OBM) approves the purchase order</li> </ul>

<b>Completion Date</b> <b>June 30, 2017</b>	Grant Completion - All grant funds must be obligated by June 30, 2017
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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 agreements are not valid and enforceable until OBM certifies the availability of appropriate funding, as indicated by the approval of the purchase order (P.O.). The grantee(s) may neither perform work nor submit an invoice for payment for work performed for this program for any time period prior to the P.O. approval date. ODJFS will notify the grantee(s) when the requirements of ORC Section 126.07 have been met.

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

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

- \* **Access the ODJFS Web Page at <http://jfs.ohio.gov/>**
- \* **Select “Doing Business with ODJFS” from the bottom of the page;**
- \* **Select “RFGA’s” from the left side column;**
- \* **Select RFGA Number *JFSR1617018115* from the list of competitive opportunities;**
- \* **Follow the link to the dedicated web page;**
- \* **Select “Submit Inquiry” near the bottom of the web page;**
- \* **Follow instructions there for submitting questions; or, to view posted questions and answers,**
- \* **Select “View Q and A” near the bottom of the web page.**

Questions about this RFGA must reference the relevant part of this document, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the applicant (or any interested party), the organization’s name, phone number, and e-mail address must be provided to submit an inquiry. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFGA provision or location within the RFGA, or which do not include identification of the originator of the question. Questions submitted after **8:00 a.m.** on the date the Q&A period closes will not be answered.

ODJFS’ answers 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 directly to the applicant (or any interested party) who submitted the question. All questions about this RFGA 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 that may be submitted. **ODJFS strongly encourages applicants to ask questions early in the Q&A period so that answers can be posted with sufficient time for any possible follow-up questions.**



Applications in response to this RFGA are to take into account any information communicated by ODJFS in the Q&A process. **It is the responsibility of all applicants to check the website dedicated to this RFGA on a regular basis for answers to all questions, as well as for any amendments, alerts, or other pertinent information.**

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

### **2.3 Communications Prohibition**

From the issuance date of this RFGA, until an actual grant is awarded to a grantee, there may not be communications concerning the RFGA between any grantee which expects to submit an application and any employee of ODJFS in the issuing office, any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFGA or the selection of the grantee(s). Members of the Council shall limit their communications to promoting formation of local councils, submissions of grant proposals, other duties described in ORC 5101.92, and direct all inquiries related specifically to the RFGA processes and requirements as prescribed in this RFGA.

The only exceptions to this prohibition are as follows:

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

Requests from applicants for copies of previous RFGAs, past applications, score sheets or grant agreements for this or similar past programs, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFGA. PRRs, submitted in accordance with directions provided in this Section 2.3, Communications Prohibition, will be honored. The posted time frames for Applicant Q&A process do not apply to PRRs. The PRR must comply with the following guidelines:

- 1. The PRR must be submitted in writing via mail, email or fax and shall contain the following information:
  - a. The name, organization (if applicable), address, telephone and fax number of the requester;

- b. The specific name and/or number of the past RFGA, application or grant agreement being requested;
2. All requests must be filed at the following location:

Chief Legal Counsel  
Office of Legal and Acquisition Services  
Ohio Department of Job and Family Services  
30 East Broad Street, 31st Floor  
Columbus, Ohio 43215

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

## **2.4 Funding Available**

ODJFS is seeking to enter into agreements with selected grantees commencing upon notification of all grant and funding approvals, and ending June 30, 2017.

The maximum grant amount per program a local healthier buckeye council may apply for and be awarded is \$750,000.00. Applications for projects submitted by two or more local councils in collaboration may request and be awarded a maximum grant amount of \$1,500,000.00. There is no minimum grant request amount. The actual dollar amounts awarded for selected applications will be based on appropriated funding levels available to the program, and the number of grant applications which are both qualified and selected for award. Applications are qualified if they are in accordance with the application submission requirements, and earn at least the minimum score requirements for quality and completeness of applications, as specified in this RFGA. The Director, in collaboration with the Council, shall review all grant proposals submitted and shall select recipients to receive grants through the program in the remainder of state fiscal year (SFY) 2016 and in SFY 2017. To make its final selection of which applications will receive awards and to determine the size of those awards, ODJFS may, at its option, take into consideration application quality, reasonableness and appropriateness of the proposed budget, geographic diversity, rural and urban mix, local collaborations, funding available and objectives and criteria outlined in section 355.03 of the Ohio Revised Code and in section 305.30 of HB 64.

Funds for grants awarded under the program shall be made from the Healthier Buckeye Fund, which was created in the state treasury for SFY 2016 and SFY 2017. The Fund shall consist of moneys appropriated to it and any grants or donations received. Interest earned on the money in the Fund shall be credited to the Fund.

Awarded applicants may be eligible to receive advance funds less than or equal to 10% of their approved total budget amount. Awarded applicants will be required to submit a detailed written explanation, specifying the amount requested and full explanation of the need for the advance for prior approval before the selected grantees will receive advance funds. ODJFS is unable to approve costs prior to the grant award process. Advance funds are subject to the same restrictions regarding allowable costs as listed in the RFGA. All other allowable expenditures will be made on a reimbursement basis.

If the advance funds request is approved by ODJFS, the selected grantees will be responsible for proper documentation of all expenditures made using the advance funds. Selected grantees will send ODJFS a record of their advance funds expenses and proof of payment for those expenses on the ODJFS prescribed invoice document. Unexpended funds remaining from the advance must be reconciled by the selected grantees. Unexpended advance funds, if still needed, may be added to the selected grantee's program budget, upon approval by ODJFS. Unexpended advance funds no longer needed by a selected grantee for the healthier buckeye pilot program must be returned to the state.

A local healthier buckeye council may submit up to three (3) proposals. If a local council wishes to submit multiple applications, each application should be sealed separately from each other and clearly marked as the council's first, second, or third priority. All first priority applications will be reviewed and scored by ODJFS. The applications that best demonstrate the ability to meet the requirements specified in the RFGA and earn at least the minimum score for quality and completeness will be awarded. If funds remain in the Healthier Buckeye Fund, ODJFS will then review the second priority applications and award any qualifying applications. If there are remaining funds after the second applications are awarded, the third priority applications will be reviewed, scored, and awarded using the same method at the first and second priority applications. All second and third priority applications will only be reviewed if there is available funding. Local councils are not required to submit multiple applications.

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

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

### **SECTION III. APPLICANT EXPERIENCE AND QUALIFICATIONS**

#### **3.1 Mandatory Applicant Qualifications**

In order to be considered for an award expected to result from this RFGA, ODJFS and the Council requires the applicants meet the following requirements:

- A. Provide a copy of the resolution instating the local healthier buckeye council, as established under section 355.02 of the Revised Code;
- B. Provide signed memorandum(s) of understanding (MOU) between the applicant and all collaborators, including but not limited to community nonprofit organizations, faith-based organizations, the business community, and physical and medical health groups; and
- C. Identify a lead collaborator for this proposal.

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

### **3.2 Organizational Experience and Capabilities**

Applicants are to address, at minimum, the degree to which the local healthier buckeye council, lead collaborator, and/or staff meet all the following qualifications and demonstrate the following credentials;

- A. A description of the lead collaborator's organization, including background information for the lead collaborator and describing any prior experience that will aid in achieving the local council's goals. This should include experience in one or more of the following areas including but not limited to: the promotion of financial self-sufficiency; reducing reliance on public assistance of low-income individuals and families; and maximizing opportunities for individuals and families to achieve optimal health in all aspects, including care coordination among providers of physical and behavioral health services and community providers of social, employment, and education. The description should include historical and current data on the applicant's size, organizational structure, and whether the lead collaborator is local, regional, or national in scope;
- B. Samples of at least one (1), but no more than three (3), one-page summaries of programs completed by the lead collaborator in the past three (3) years that demonstrate successful experience in providing services that have achieved lasting self-sufficiency for low-income individuals and families through the alignment and coordination of public and private resources with maintenance of continuous mentoring/peer support; and
- C. Samples of at least one (1) but at no more than three (3), one-page summaries of programs where the lead collaborator effectively evaluated program outcomes and provided performance information through the maintenance and sharing of data.

### **3.3 Applicant Experience and Capabilities**

In order to be considered for a grant expected to result from this RFGA, ODJFS and the Council requires that applicants provide the following:

- A. The applicant's response must identify within the lead collaborator organization, by position and name, the lead collaborator staff who will be key to the program's success. Responses must demonstrate that these staff members have the appropriate educational background, skills, and/or experience to fulfill those roles. At minimum, the key staff identified must include a program manager, program specialist, and other staff, as described below:
  - 1. Program Manager: An individual with a minimum of (a) three (3) years' experience in the management, alignment, and coordination of local matching funds, and public and private resources to provide similar services and (b) the ability to effectively evaluate program outcomes. The program manager should have a minimum of a (c) bachelor's degree in business administration, public administration, social sciences, or related field;
  - 2. Program Specialist: Individual who has a minimum of (a) three (3) years' experience in the managing or providing similar services with public funds and (b) the ability to effectively evaluate program outcomes. The Program Specialist should have (c) an applicable certification or other recognized credential that demonstrates the individual's knowledge and

expertise in the physical and behavioral health services and/or providing social, employment, and/or education; and

3. Other Key Staff: Any additional staff of the applicant who will be key to the program's success. Responses must include a description of the relevant education and experience of the individuals, an explanation of the roles and responsibilities they will fill, and a description of how they will be beneficial to the objectives of the Healthier Buckeye Grant Pilot Program.

- B. Include resume(s) of key staff expected to work on the program. Proposals lacking the appropriate education and experience will be disqualified from consideration.

**Important:** It is the affirmative responsibility of the applicant submitting an application to remove all personal sensitive information (such as home addresses and social security numbers) of applicant staff, lead collaborator, lead collaborator staff, and/or any subcontractor and subcontractor staff from resumes or any other part of the application. Following submission to ODJFS, all applications will become part of the public record.

#### **SECTION IV. TECHNICAL WORK PLAN, SCORING & PROGRAM OUTCOMES**

Applicants are to view this section's description of the scope of work that will be required of the selected grantee(s) as their underlying frame work for the applicant's responses. Responses will be evaluated by ODJFS on how well and how fully their responses indicate they will perform the work and on how effectively and efficiently the proposed approach meets the program's objectives and serves Ohio's needs. The selected grantee(s) will be responsible for the work described below:

##### **4.1 Scope of Program Work**

- A. Local healthier buckeye councils should identify issues within their community that deter self-sufficiency among a majority of its low-income population.
- B. Local healthier buckeye councils will be required to outline how they plan to improve the issues affecting their community provided in coordinated fashion by its participating organizations through the following, but not limited, examples:
  1. Improve the delivery structure in place to increase effectiveness to low-income individuals and families served by council member organizations;
  2. Use of volunteers and peer supports;
  3. Use of matching funds;
  4. Decrease the number of individuals and families currently dependent on public assistance and the extent to which achievement of sustained reduction is likely;
  5. Maintenance of continuing mentoring support;

6. Collect and report on the progress of individuals and families being served as required by the councils (ORC Sec. 355.03); and
7. Demonstrate a strong commitment to mutual coordination to resolution.

#### **4.2 Narrative Description of Proposed Program— or, the Proposed Work Plan**

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

- A. Provide a narrative of the issues specific to their community deterring the self-sufficiency among a majority of its low-income population. This should include the current statistics of the reliance of public assistance in their community, demographic information of those affected, known causes of these issues, and previous attempts to offer assistance in achieving self-sufficiency.
- B. Describe each phase of the program, including its timeline, scope of work, and anticipated barriers to success. A complete response to these questions will demonstrate awareness of the context in which the program will be implemented and the major barriers that may need to be overcome. A strong plan for implementing, communicating and coordinating the program should be outlined, including coordination and communication in and amongst members of the collaboration. It is recognized that specific action steps may not be included, but the outline of the major implementation steps should demonstrate a thoughtful plan for achieving the goals of the program. The timeline should reflect significant and important milestones in an appropriate and reasonable timeframe.
- C. Describe the program's outreach plan, detailing the methods and mediums through which information regarding the program will reach the program's target demographic within the low-income population. The plan should include statistics on program's target demographic, the methods in which eligible individuals and families will be reached, the number of eligible individuals and families that will be reached through these methods, and proposed methodologies for determining the success of the outreach methods.
- D. The applicant must demonstrate how the selected program, once operational, will be able to sustain itself after grant funding ends.
- E. The applicant must demonstrate how the selected program can be replicated throughout the state after the Healthier Buckeye Grant Pilot Program ends.
- F. The applicant must describe the program's outreach completed during the creation of the application, outlining the steps taken to involve collaborators in the community, including faith-based organizations, community non-profits, the business community, physical and behavioral health groups, educating, governmental, and other organizations.

#### **4.3 Program Outcomes and Measures**

Applications must include a description of the program goals and outcomes to be achieved; a detailed methodology for measuring progress; benchmarks that provide an indication of standards to be achieved; a methodology for tracking progress achievements and/or shortfalls; and a methodology for analyzing and correcting program errors, etc.

- A. Provide a description of how the success or effectiveness of the program will be measured and assessed. Include any metrics or other population characteristics that could be used to evaluate how/to what degree program objectives are being met and/or to determine the program's effectiveness. Include a description of the procedures that will be utilized to monitor the activities and expenditures of the grantee(s)' staff in the performance of the work related to the Healthier Buckeye Grant Pilot Program.
- B. Detailed Program Plan: To be developed by the selected grantee(s) after consultation with the ODJFS agreement manager to identify specific tasks and to establish timeframes for the completion of each task. The Program Plan must be submitted to ODJFS for approval no later than thirty (30) days after the grant with the selected grantee(s) has been executed. The Program Plan must clearly describe each task, its dependencies, and its components, as well as the projected timeframe for its completion. In addition, the Program Plan must include the projected dates that the following items will be submitted to the ODJFS agreement manager for approval:
  1. The strategic action planning process;
  2. The outreach plan and related materials; and
  3. The final report, due by June 30, 2017.

#### **SECTION V. OTHER REQUIREMENTS**

##### **5.1 Interview**

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

##### **5.2 Application Costs**

Costs incurred in the preparation of an application are the sole responsibility of the applicant.

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

Applicants are prohibited from including any trade secret information as defined in ORC 1333.61 in their applications in response to this solicitation. ODJFS shall consider all applications voluntarily submitted in

response to any ODJFS solicitation to be free of trade secrets and such applications, in their entirety, may be made part of the public record.

All applications, and any other documents submitted in response to any solicitation, shall become the property of ODJFS. After the selection of the grantee, any applications submitted are deemed to be public records pursuant to ORC 149.43. The term “application” shall mean both the Technical Application and the Cost Proposal, if opened, submitted by an applicant, and any attachments, addenda, appendices, or sample products.

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

#### **5.4 Grant Agreement 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 agreement, which is included as Attachment B of this RFGA;
- B. Many of the terms and conditions contained in the model grant agreement are required by state and federal law; however, the applicant may propose changes to the grant agreement by annotating the model. Any changes are subject to ODJFS review and approval;
- C. Payments for any and all activities provided pursuant to the grant agreement are contingent upon the availability of state and/or federal funds;
- D. All aspects of the grant apply equally to work performed by any and all subgrantees;
- E. The grantee, and any subgrantee(s), will not use or disclose any information made available to them for any purpose other than to fulfill the duties specified in the RFGA. The grantee, and any subgrantee(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the grant agreement, and may result in legal action;
- F. As a condition of receiving a grant agreement from ODJFS, the grantee, and any subgrantee(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to applicable sections of ORC chapters 3119, 3121, 3123, and 3125. The grantee, and any subgrantee(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the grantee or employees of the grantee meet child support obligations established under state law;
- G. The grantee, and any subgrantee(s) that the grantee deems appropriate, agree to be monitored by ODJFS on an annual or as needed basis;
- H. By signing a grant agreement with ODJFS, a grantee agrees that all necessary insurance is in effect; and



- I. Each grantee must agree to collect, maintain and report specific data on each component of their program as requested by ODJFS. Each grantee must also agree to participate in any data collection or evaluation required by ODJFS or the Council.

## **5.5 Subgrantee(s)**

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

- A. The subgrantee(s) legal status, federal tax ID number, and principle place of a business address;
- B. The name, phone number, and fax number of a person who is authorized to legally bind the subgrantee(s);
- C. A complete description of the work the subgrantee will do, financial term(s) and a time frame of agreement;
- D. A commitment to do the work, if the applicant is selected; and
- E. A statement that the subgrantee(s) has read and understands the RFGA, the submitted application, the nature of the work, and the requirements of the RFGA.

## **5.6 Public Release of Records**

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

## **5.7 Confidentiality**

All 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**

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

ODJFS must be informed in writing, if the program manager or key personnel changes over the course of the program.

## **5.9 Ethical and Conflict of Interest Requirements**

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

As a condition of receiving a grant agreement from ODJFS, the grantee, and any subgrantee(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations at 45 CFR Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the grantee from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto. The grantee can reasonably anticipate HIPAA language in the agreement that results from this RFGA.

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

### **6.1 Application Submission**

The application must be prepared and submitted in accordance with instructions found in this section. Each application packet must be clearly labeled as the first priority submission, second priority, or third priority. Six (6) copies of each Technical Application must be received by ODJFS, Office of Contracts and Acquisitions, **no later than 3:00p.m. on May 3, 2016.** Applications received after this date and time will not be reviewed. Material mailed or submitted separately from the application packet will not be accepted or added to the application by staff of ODJFS. Faxed applications will not be accepted. Applications must be addressed to:

Office of Contracts & Acquisitions  
Ohio Department of Job and Family Services  
30 East Broad Street, 31<sup>st</sup> Floor

Columbus, OH 43215

For hand delivery on the due date, applicants are to allow sufficient time for parking, potential downtown delays and for security procedures upon entering the building (address as stated above) and again on the 31st Floor. All applications on the due date will be accepted at the ODJFS Bid Room which is managed by the Office of Contracts & Acquisitions on the 31st Floor of the Rhodes Tower.

All submissions must be received by mail or hand delivery by the above date and time. Materials received after the submission deadline date will not be included in previous submissions nor be considered. No confirmations of mailed applications received will be sent.

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

## **6.2 Format for Submission of the Application**

To be accepted and forwarded for scoring, each application must include Item A. (Technical Application) as described in this section. The Technical Application must contain all the information specified and requested for each of the components listed below. Additionally, the application must meet the requirements of this section of this RFGA to be accepted.

**IMPORTANT:** Each Technical Application should be separately sealed from each other and clearly labeled as first, second, or third priority. All applications will be scored separately from each other and no information contained in one application will be assumed for any subsequent applications.

The applicant's Technical Application must contain the following components (organized in 4 primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFGA section number/letter must be provided as an appendix to the application and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/materials that was/were not required in the RFGA. Applicants must limit their Technical Application (excluding Tab 1) to 50 pages. All pages shall be sequentially numbered.

Applicants must organize their application in the following order:

### **Tab 1 Required Applicant Information and Certifications Document**

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

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

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

**Tab 2** Applicant Qualifications

**Sub-Tab 1a.** Mandatory Applicant Qualifications

**Sub-Tab 1b.** Organizational Experience and Capabilities

**Sub-Tab 1c.** Applicant Experience and Capabilities

**Tab 3** Narrative Description of Proposed Program (As defined in Section 4.2)

**Tab 4** Program Outcomes and Measures (As defined in Section 4.3)

**NOTE:** Applicants are required to submit one additional copy of their complete Technical Application, including any required or voluntary attachments and one additional copy of the Cost Proposal, including any required or voluntary attachments, each on a separate CD-ROM, in non-rewriteable CD format. The requested CDs will be used for storage/archiving purposes only, and not for purposes of application evaluation. Compliance with this request is a mandatory requirement.

**A. Technical Application**

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

**IMPORTANT:** The Technical Application is defined as any part of the applicant's application (either as required by ODJFS, the Council or sent at applicant's discretion) such as resumes, letters of recommendation, letters of cooperation from any subgrantees, etc., which is not specifically identified by ODJFS as a required component.

**1. Applicant Qualifications (Tab 2)**

**a. Mandatory Applicant Qualifications (Sub-Tab 2a.)**

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

b. **Organizational and Experience and Capabilities (Sub-Tab 2b.)**

The applicant must address all the minimum qualifications and fully describe all collaborators' roles and functions. Information must include facts such as the program roles of each collaborator organization, which collaborator organizations will provide services, whether the collaborator organizations have partnered on this or similar projects in the past, how program implementation will be staffed, and how those staff members qualify to meet the RFGA objectives as described in Section 3.2, of this RFGA.

c. **Applicant Experience and Capabilities (Sub-Tab 2c.)**

The applicant's response must identify, within the lead collaborator organization, by position and name, the lead collaborator staff who will be key to the program's success. Responses must demonstrate that these staff members have the appropriate educational background, skills, and/or experience to fulfill those roles as described in Section 3.3, of this RFGA.

**2. Narrative Description of Proposed Program (Tab 3)**

Applicant must provide a narrative description of their proposed program as described in Section 4.2, of this RFGA.

**3. Program Outcomes and Measures (Tab 4)**

Applications must include a description of the program goals and outcomes to be achieved as described in Section 4.3, of the RFGA.

**B. Cost Proposal**

For each application, three (3) (one signed original and two copies) of its respective Cost Proposal (Attachment D) must be submitted in a separate sealed, envelope, and labeled: "DO NOT OPEN. COST PROPOSAL ENCLOSED FOR THE HEALTHIER BUCKEYE GRANT PILOT PROGRAM RFGA JFSR1617018115 SUBMITTED BY [applicant's name here]. PRIORITY [priority number 1, 2, or 3]"

The Cost Proposal must include all costs to run the program. The applicant should outline the expenditures for the remaining month(s) of SFY16 and SFY17. At the applicant's discretion, additional documentation may also be included with the completed Attachment D. as explanatory information, but when making the grant selections and when executing the agreement, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form. In calculating their total proposed cost, applicants must consider costs resulting from the Work Plan, listed in Section 4.2 of this RFGA and Program Outcomes and Measures, listed in 4.3 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).

**C. IMPORTANT – APPLICANT DISQUALIFIERS FOR APPLICATION ERRORS:**

The Technical Application is defined as any part of the application as required by the ODJFS.

1. Any trade secret or proprietary information (as defined in Section 5.3 of this RFGA) found anywhere in an application shall result in immediate disqualification.
2. Any sensitive personal information on applicants *or* subgrantees' staff (e.g., social security numbers, home addresses) should be omitted from the application, or rendered fully unreadable.

**SECTION VII. CRITERIA FOR APPLICATION EVALUATION & SELECTION**

**7.1 Scoring of Applications**

ODJFS will select the grantee(s) that best demonstrates the ability to meet requirements as specified in this RFGA. Applications will be evaluated based on the capacity and experience demonstrated in their Technical Application and Cost Proposal. All first priority applications will be reviewed and scored by the members of the ODJFS. Second and third priority applications will be reviewed and scored based on the availability of funds. Council members and any employees of ODJFS reviewing the applications will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the application review and grantee selection process. Final selection of the grantee(s) will be based upon the criteria specified in Sections III., IV. and VI. of this RFGA. Any applications not meeting the requirements contained in Sections III., IV., and VI. of this RFGA will not be scored or may be held pending receipt of required clarifications. All applications marked first priority will be scored first. Following award determinations, ODJFS will then score the applications marked second priority, then third priority, based on available funding. ODJFS reserves the right to reject any and all applications, in whole or in part, received in response to this request. ODJFS may waive minor defects that are not material when no prejudice will result to the rights of any applicant or to the public. In scoring the applications, ODJFS will score in three phases:

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

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

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

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

A maximum of 350 points are possible for the Technical Application. A technical application must achieve a total of at least 266 points out of the possible 350 points to qualify for consideration. Any application which does not meet the minimum required technical application points will be disqualified from any further consideration.

All Phase II technical application evaluation criteria will be scored based on the proposed plan's ability to meet the objectives outlined in this RFGA.

**C. Phase III.—Criteria for Considering the Cost Proposal**

For those technically qualified applications, the Cost Proposal will be reviewed by ODJFS.

If the Cost Proposals of all technically qualifying applicants (as determined by the scoring process described in this section and by the Technical Application Score Sheet, Attachment C to this RFGA) are in excess of the available funding for this program, or are deemed to be unreasonable, then ODJFS may, at its sole discretion, negotiate with all technically qualifying applicants for a revised Cost Proposal. Applicants may then submit one last and best offer, or may request that the ODJFS view its original Cost Proposal as its last and best offer, or may withdraw from further consideration, and shall formally indicate its choice according to directions provided by the ODJFS at that time. Upon receipt of all last and best offers, and assuming that one or more have submitted a last and best offer that is within the Program's available funding, ODJFS will then consider those applicants' revised Cost Proposals. ODJFS reserves the right to negotiate with applicants for adjustments to their applications should ODJFS determine, for any reason, to adjust the scope of the program for which this RFGA is released.

**7.2 Final Selection**

ODJFS may recommend for selection as many or as few applicants as available funding and successful applications allow. Results from any interview (if necessary) will be considered to clarify application information.

**SECTION VIII. PROTEST PROCEDURE**

**8.1 Protests**

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

- A. A protest may be filed by a prospective or actual applicant objecting to the award of an agreement resulting from this RFGA. The protest shall be in writing and shall contain the following information:
  - 1. The name, address, 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 Contracts and Acquisitions, within the following periods:
1. A protest based on alleged improprieties in the issuance of the RFGA or any other event preceding the closing date for receipt of applications which are apparent or should be apparent prior to the closing date for receipt of applications shall be filed no later than 3:00 p.m. the closing date for receipt of applications, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFGA.
  2. If the protest relates to the announced intent to award an agreement, the protest shall be filed no later than 3:00 p.m. of seventh (7th) calendar day after the issuance of formal letters sent to all responding applicants regarding the ODJFS intent to make the award. The date on these ODJFS letters to responding applicants is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Contracts and Acquisitions after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
- Deputy Director  
ODJFS Office of Contracts and Acquisitions  
30 East Broad Street, 31st Floor  
Columbus, Ohio 43215
- E. When a timely protest is filed, an award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Healthier Buckeye Grant Pilot Program. The applicant(s) who would have been awarded the agreement shall be notified of the receipt of the protest.
- F. ODJFS' Office of Contract and Acquisitions 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.



## **8.2 Caveats**

ODJFS is under no obligation to issue an agreement as a result of this solicitation if, in the opinion of ODJFS and the Council, none of the applications are responsive to the objectives and needs of the Healthier Buckeye Grant Pilot Program. ODJFS reserves the right to not select any applicant should the Council 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 or the Council.

**Any award resulting from the issuance of this application is subject to the terms and condition as provided in the model grant agreement, Attachment B to this application packet.**

## **SECTION IX. ATTACHMENTS AND THEIR USES**

- A. Required Applicant Information and Certifications**
- B. ODJFS Model Grant Agreement (*For applicant reference purposes*)**
- C. Technical Proposal Score Sheet (*For applicant self-evaluation purposes...do not submit*)**
- D. Cost Proposal Form (*To be completed & included in cost proposal packet as specified in Sec. 6.2, B.*)**

## **SECTION X. APPENDICES**

Thank you for your interest in this program.

# **Attachment A**

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

**Section I – Required Grantee Information**

**Section II - Location of Business Form**

Attachment A—Section I

**REQUIRED GRANTEE INFORMATION and CERTIFICATIONS**

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

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

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

**Applicants must provide all information**

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

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

**9. Mandatory Grantee Certifications:**

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

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

AND

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

AND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Attach additional pages if needed*

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

# OHIO DEPARTMENT OF JOB AND FAMILY SERVICES GRANT AGREEMENT

**G-1617-00-0000**

## RECITALS:

This Grant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS) and the **Vendor Name** (GRANTEE) is created pursuant to the Grant awarded by ODJFS to GRANTEE. GRANTEE hereby accepts the Grant and agrees to comply with all the terms and conditions set forth in this Agreement.

- A. ODJFS issued a Request for Grant Application (RFGA) titled, \_\_\_\_\_, numbered \_\_\_\_\_, and dated \_\_\_\_\_, which is hereby incorporated by reference.
- B. The ODJFS proposal review team recommended for award the Application of GRANTEE, submitted by GRANTEE on [DATE] which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFGA, the Application, or this Agreement, the provisions of this Agreement will determine the obligations of the parties. In the event that this Agreement fails to clarify any inconsistency or ambiguity between the RFGA and the Application, the RFGA will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Agreement and the budgetary and statutory constraints of ODJFS.

## ARTICLE I. PURPOSE; GRANT ACTIVITIES

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

INSERT SPECIFIC DELIVERABLES

- B. The ODJFS Agreement Manager is **ODJFS Agreement Manager Name**.
- C. The ODJFS Agreement Manager may periodically communicate specific requests and instructions to GRANTEE concerning the performance of activities described in this Agreement. GRANTEE agrees to comply with any requests or instructions to the satisfaction of ODJFS within 10 days after GRANTEE's receipt of the requests or instructions. ODJFS and GRANTEE expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Grant activities described in this Agreement, and are not intended to amend or alter this Agreement in any way. If GRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, GRANTEE will immediately notify ODJFS pursuant to the Notice provision of this Agreement. GRANTEE agrees to consult with the ODJFS Agreement Manager as necessary to ensure understanding of the Grant activities and the successful completion thereof.

## ARTICLE II. EFFECTIVE DATE OF THE GRANT

- A. This Agreement will be in effect from **Start Date**, or upon issuance of an approved State of Ohio purchase order, whichever is later, through **End Date**, unless this Agreement is suspended or terminated prior to the expiration date. **This Agreement may be renewed through [DATE], upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to GRANTEE if ODJFS decides to renew this Agreement. GRANTEE will not obligate resources in anticipation of a renewal until notice is provided.**
- B. It is expressly understood by both ODJFS and GRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation

not already allocated to pay existing obligations. The ODJFS Agreement Manager will notify GRANTEE when this certification is given.

### ARTICLE III. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Grant is **Total Dollar Amt** Dollars (**\$Total**). ODJFS will provide GRANTEE with funds in an amount up to **SFY1 Dollar Amt** Dollars (**\$SFY1**) for State Fiscal Year **2016** and up to **SFY2 Dollar Amt** Dollars (**\$SFY2**) for State Fiscal Year **2017** expressly to perform the Grant activities. GRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. GRANTEE hereby waives the interest provisions of ORC 126.30.

#### [GRANT ADVANCE]

B. Payment:

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

#### [BUDGET REALLOCATION]

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

#### [TRAVEL REIMBURSEMENT]

- D. It is further agreed that reimbursement of travel expenditures shall not exceed [SFY1 Travel Dollar Amount] Dollars (**\$SFY1 Travel**) for SFY [SFY1] and [SFY2 Travel Dollar Amount] Dollars (**\$SFY2**) for SFY [SFY2], which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in Ohio Administrative Code 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. GRANTEE expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODJFS Agreement Manager for approval prior to submitting a claim for reimbursement.
- B. Compensation will be made as reimbursement for actual expenditures incurred [per Deliverable] [hourly] and paid by GRANTEE during the billing period pursuant to GRANTEE's accepted budget [or cost proposal] as incorporated below [or as attached].
- C. GRANTEE will submit detailed invoices on a **monthly/ quarterly/ one-time** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. GRANTEE agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. GRANTEE's name, complete address, and federal tax identification number;
  2. Agreement number and dates;
  3. Purchase order number;

4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Agreement, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement; and
  5. Description of Deliverables performed during the billing period;
  6. Receipt or other proof of cost; and
  7. Other documentation requested by the ODJFS Agreement Manager.
- D.** GRANTEE expressly understands that ODJFS will not compensate GRANTEE for any work performed prior to GRANTEE's receipt of notice from the ODJFS Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
- E.** GRANTEE expressly understands that ODJFS does not have the ability to compensate GRANTEE for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. GRANTEE must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F.** GRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

#### **ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

- A.** This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.
- B.** Upon 30 calendar days written notice to the other party, either party may terminate this Agreement. Upon written notice to GRANTEE, at the sole discretion of ODJFS, this Agreement may be suspended.
- C.** Notwithstanding the provisions of Sections A or B, above, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to GRANTEE if:
1. ODJFS loses funding as described in ARTICLE III;
  2. ODJFS discovers any illegal conduct by GRANTEE; or
  3. GRANTEE has violated any provision of ARTICLE VIII.
- Suspension or termination under this provision shall not entitle GRANTEE to any rights or remedies described in Section E of this ARTICLE.
- D.** GRANTEE, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Grant activities;
  2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Grant activities;
  3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Grant activities and includes the results accomplished and the conclusions reached through Grant activities;



4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Grant; and
  5. Perform any other tasks ODJFS requires.
- E. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from GRANTEE, determine the amount of any unpaid Grant funds due to GRANTEE for Grant activities performed before GRANTEE received notice of termination or suspension. In order to determine the amount due to GRANTEE, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by GRANTEE.
- F. Upon GRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or GRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

#### ARTICLE V. NOTICES

- A. ODJFS and GRANTEE agree that communication regarding Grant activities, scope of work, invoice or billing questions, or other routine instructions will be between GRANTEE and the identified ODJFS Agreement Manager.
- B. Notices to ODJFS from GRANTEE that concern changes to GRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to GRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to GRANTEE's representative at the address appearing on the signature page of the this Agreement.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

#### ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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

- A. [PUBLIC UNIVERSITY] ODJFS agrees that any documents, reports, data, photographs (including negatives), electronic reports and records, and other media produced under this Agreement or with funds provided by this Subgrant will become the property of GRANTEE, which will have the unrestricted right to reproduce, distribute, modify, maintain and use in any way it deems appropriate. However, ODJFS is hereby granted a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, modify, distribute, or otherwise use, and to authorize others to use for state or federal purposes:
1. The copyright in any work developed in whole or part with funds provided pursuant to this Subgrant; and
  2. Any rights of copyright GRANTEE purchases in whole or part with funds provided pursuant to this Subgrant.

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

- A. GRANTEE agrees that any media produced pursuant to this Agreement or acquired with Grant funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. GRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. GRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by GRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. GRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Grant activities of this Agreement. GRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. GRANTEE agrees that the terms of this Section will be included in any contract or subgrant executed by GRANTEE for work under this Agreement.
- C. GRANTEE information that is proprietary and has been specifically identified by GRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put GRANTEE at a competitive disadvantage in GRANTEE's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of GRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. GRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by GRANTEE and will be made available for audit by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of 3 years after GRANTEE receives the last payment pursuant to this Agreement. If an audit, litigation or similar action is initiated during this time period, GRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the 3 year period if the action is resolved prior to the end of the 3 year period. If applicable, GRANTEE must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular 2 CFR Part 200, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Grant will be retained by GRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Grant is [INSERT RECORDS SCHEDULE], [STATE SCHEDULE NUMBER AND TIME PERIOD]. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. GRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require GRANTEE to keep the records longer than the approved records retention schedule. GRANTEE will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If GRANTEE fails to retain the pertinent records after receiving a litigation hold from ODJFS, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. GRANTEE hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). GRANTEE

further agrees to include the terms of this Section in any subgrant agreements that may be executed pursuant to this Agreement.

#### ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and GRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and GRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.
- B. GRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Grant without the prior written approval of ODJFS. GRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least ten days prior to the desired effective date. GRANTEE understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Grant amount specified in ARTICLE III of this Agreement.

#### ARTICLE VIII. GRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Grant and by executing this Agreement, GRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. GRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, GRANTEE is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to GRANTEE. Any funds the State of Ohio paid GRANTEE for work performed before GRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
1. **Federal Debarment Requirements.** GRANTEE affirms that neither GRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. GRANTEE also affirms that within three years preceding this agreement neither GRANTEE nor any of its principals:
    - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
  2. **Qualifications to Conduct Business.** GRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period GRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, GRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all Grant activities.
  3. **Unfair Labor Practices.** GRANTEE affirms that neither GRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify GRANTEE as having more than one unfair labor practice contempt of court finding.
  4. **Finding for Recovery.** GRANTEE affirms that neither GRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the

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

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

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

4. **Lobbying Restrictions.**

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

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

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

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

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

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

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

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

- a. GRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
- b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, GRANTEE must disclose:

- (1) The location(s) where all services will be performed by GRANTEE or any subcontractor;
  - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
  - (3) The principal location of business for GRANTEE and all subcontractors.
- c. GRANTEE also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by GRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
- d. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that GRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and GRANTEE shall immediately return to ODJFS all funds paid for those services.
- In addition, if GRANTEE or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Agreement for such breach, upon written notice to GRANTEE. If ODJFS terminates the Agreement, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.
11. **Civil Rights Assurance.** The GRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
12. **Certification of Compliance.** GRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

#### ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** GRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and GRANTEE. GRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. GRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Limitation of Liability.** To the extent allowable by law, GRANTEE agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Grant activities. GRANTEE's sole and exclusive remedy for any ODJFS failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- B. **[PUBLIC ENTITY] Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to GRANTEE under



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

- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, GRANTEE agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by GRANTEE. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. GRANTEE agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section. If any information and/or assistance is furnished by ODJFS at GRANTEE's written request, it is at GRANTEE's expense. If any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this Section survive the termination of this Agreement, without limitation.
- C. [PUBLIC ENTITY] **Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this section survive the termination of this Agreement, without limitation.
- D. **Liens.** GRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If GRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to GRANTEE in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to GRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by GRANTEE's subcontractor(s) will be considered controllable by GRANTEE, except for third-party manufacturers supplying commercial items and over whom GRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Counterpart Language.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

## ARTICLE X. CONSTRUCTION

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

Signature Page Follows:

Remainder of page intentionally left blank

DRAFT MODEL



# ATTACHMENT C

## RFGA: JFSR1617178108

### Application Score Sheet

#### PHASE I: Initial Qualifying Criteria

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

ITEM #	APPLICATION ACCEPTANCE CRITERIA	RFGA Sec. Reference	Y E S	N O
1	Was the applicant’s submission received by the deadline as specified in the RFGA?	2.1		
2	Did the applicant submit a proposal comprised of a Technical Application and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	6.2, A, B.		
3	Does the applicant’s submission include all required affirmative statements and certifications, signed by the applicant’s responsible representative, as described in Attachment A to the RFGA?	Attachment A		
4	Is the applicant free from being prohibited to enter into an agreement with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	Attachment A		
5	Does ODJFS’ review of the Auditor of State website verifies that the applicant is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery.	Attachment A		
6	Has the applicant provided a copy of the resolution instating the local heathier buckeye council, as established under section 355.02 of the Revised Code?	3.1, A.		
7	Has the applicant provided signed memorandum(s) of understanding (MOU) between the applicant and all collaborators, including but not limited to community nonprofit organizations, faith-based organizations, the business community, and physical and medical health groups?	3.1, B.		
8	Has the applicant identified a lead collaborator for this program?	3.1, C.		
9	Did ODJFS (in its initial/cursory review of the applicant’s proposal) determine that the application was free of trade secret/proprietary information as specified/restricted in the RFGA?	5.3, 6.2, C.		

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

#### PHASE II: Criteria for Scoring of Technical Application

Qualifying technical applications will be collectively scored by ODJFS. For each of the evaluation criteria given in the following score sheet, ODJFS will collectively judge whether the technical application exceeds, meets, partially meets or does not meet the requirements expressed in the RFGA, and assign the appropriate point value, as follows:

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

#### Technical Performance Scoring Definitions:

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

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

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

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

ODJFS will collectively score each individual qualifying application. Technical applications which do not meet or exceed a total score of at least **266** points (a score which represents that the selected applicant has the capability to successfully perform the project/program services) out of a maximum of **350** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those applicants whose technical applications meet or exceed the minimum required technical points will be continue to Phase III: Cost Proposal.

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
<b>APPLICANT QUALIFICATIONS</b>							
<b>ORGANIZATIONAL EXPERIENCE &amp; CAPABILITIES</b>							
1	The applicant has provided a description of the lead collaborator's organization, including background information for the lead collaborator and describing any prior experience that will aid in achieving the local council's goals. This should include experience in one of the following areas including but not limited to: the promotion of financial self-sufficiency; reducing reliance on public assistance of low-income individuals and families; and maximizing opportunities for individuals and families to achieve optimal health in all aspects, including care coordination among providers of physical and behavioral health services and community providers of social, employment, and education. The description should include historical and current data on the applicant's size, organizational structure, and whether the lead collaborator is local, regional, or national in scope.	3.2, A.	3				
2	The applicant has provided samples of at least one (1), but no more than three (3), one-page summaries of programs completed by the lead collaborator in the past three (3) years that demonstrate successful experience in providing services that have achieved lasting self-sufficiency for low-income individuals and families through the alignment and coordination of public and private resources with maintenance of continuous mentoring/peer support.	3.2, B.	2				
3	The applicant has provided samples of at least one (1) but no more than three (3), one-page summaries of programs where the lead collaborator effectively evaluated program outcomes and provided performance information through maintenance and sharing of data.	3.2, C.	2				
<b>APPLICANT EXPERIENCE &amp; CAPABILITIES</b>							
In this section, the applicant's response must identify within the lead collaborator's organization, by position and name, the lead collaborator staff who will be key to the program's success. Responses must demonstrate that these staff members have the appropriate educational background, skills, and/or experience to fulfill those roles. At minimum, the key staff identified must include a program manager, program specialist, and other staff, as described in the RFGA.							
4	The applicant has designated a project manager with a minimum of three (3) years' experience in the management, alignment, and coordination of local matching funds, and public and private resources to provide similar services and the ability to effectively evaluate program outcomes. The program manager should have a minimum of a bachelor's degree in business administration, public administration, social sciences, or related field.	3.3, A, 1.	3				
5	The applicant has designated a program specialist with a minimum of three (3) years' experience in managing or providing similar services with public funds and the ability to effectively evaluate program outcomes. The program specialist should have an applicable certification or other recognized credential that demonstrates the individual's knowledge and expertise in the physical and behavior health services and/or providing social, employment, and/or education.	3.3, A, 2.	3				
6	The applicant has identified staff considered key to the project's success, including relevant education and experience of individuals, explanation of roles and responsibilities they fill, and a description of how they will be beneficial to the objectives of the Healthier Buckeye Grant Pilot Program.	3.3, A, 3.	2				
7	The applicant has included resumes of key staff expected to work on the program.	3.3, B.	1				
<b>PROPOSED WORK PLAN</b>							
8	The applicant has provided a narrative of the issues specific to their community deterring the self-sufficiency among a majority of its low-income population, including statistics of the reliance of public assistance in their community, demographic information of those affected, known causes of these issues, and previous attempts to offer assistance in achieving self-sufficiency.	4.2, A.	2				
9	The applicant has described each phase of the program, including its timeline, scope of work, and anticipated barriers to success. A complete	4.2, B.	4				

	response to these questions should demonstrate awareness of the context in which the program will be implemented and the major barriers that may need to be overcome. A strong plan for implementing, communicating, and coordinating the program should be outlined, including coordination and communication in and among members of the partnership (if applicable). It is recognized that specific action steps may not be included, but the outline of the major implementation steps should demonstrate a thoughtful plan for achieving the goals of the program. The timeline should reflect significant and important milestones in an appropriate and reasonable timeframe.						
10	The applicant has described the program's outreach plan, detailing the methods and mediums through which information regarding the program will reach the program's target demographic within the low-income population. The plan should include statistics on the program's target demographic, the methods in which eligible individuals and families will be reached, the number of eligible individuals and families that will be reached through these methods, and proposed methodologies for determining the success of the outreach methods.	4.2, C.	2				
11	The applicant has demonstrated how the selected program, once operational, will be able to sustain itself after grant funding ends.	4.2, D.	3				
12	The applicant has demonstrated how the selected program can be replicated through the state after the Healthier Buckeye Grant Pilot Program ends.	4.2, E.	2				
13	The applicant has described the program's outreach completed during the creation of the application, outlining the steps taken to involve collaborators in the community, including faith-based organizations, community non-profits, the business community, physical and behavioral health groups, educating, governmental, and other organizations.	4.2, F.	2				
<b>PROPOSED OUTCOMES AND MEASURES</b>							
14	The applicant has provided a description of how the success of the program will be measured and assessed, including metrics of other population characteristics that could be used to evaluate how/to what degree program objectives are being met and/or to determine the program's effectiveness. The applicant included a description of the procedures that will be utilized to monitor the activities and expenditures of the grantee(s)' staff in the performance of the work related to the Healthier Buckeye Grant Pilot Program.	4.3, A.	3				
<b>PROPOSAL ORGANIZATION</b>							
15	The applicant has separately sealed up to three (3) proposals clearly labeled as being either first, second, or third priority.	6.2	1				
<b>TRADE SECRET INFORMATION</b>							
16	ODJFS, in its comprehensive review of the applicant's proposal, has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFGA. [A "no" response will disqualify the applicant's proposal and will not advance to the consideration of the applicant's Cost Proposal.]	5.3, 6.2, C.			YES	NO	
<b>Column Subtotal of "Partially Meets" points</b>							
<b>Column Subtotal of "Meets" points</b>							
<b>Column Subtotal of "Exceeds" points</b>							
<b>GRAND TOTAL SCORE:</b>							

**Based upon the Grand Total Technical Score earned, does the applicant's proposal proceed to the Phase III evaluation of its Cost Proposal? (Applicant's Grand Total Technical Score must be at least 266 points.)**

**Yes** \_\_\_\_\_

**No** \_\_\_\_\_

(If "No," Applicant's Cost Proposal will not be opened.)

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

The Cost Proposal must include all costs to run the program. The applicant should outline the expenditures for SFY16 and SFY17*.	SFY 2016 (Through 6/30/16)	SFY 2017 (7/1/16 Through 6/30/17)	Total Cost for All SFYs
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
<b>SFY 16 Grand Total</b>	\$		
<b>SFY 17 Grand Total</b>		\$	
<b>Project Grand Total</b>			\$

\*Applicants are encouraged to submit multiple forms if additional line items are necessary to accurately outline expenditures.

**ATTACHMENT D:**  
**Cost Proposal Form and Instructions**

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**Cost Narrative**

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