



Department of  
Job and Family Services

Ted Strickland, Governor  
Douglas E. Lumpkin, Director

June 17, 2010

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Proposals (RFP) JFSR1011228051, on behalf of the Ohio Children's Trust Fund (OCTF) for the Statewide Child Maltreatment Needs Assessment and Evaluation Services Project. The purpose of this RFP is to obtain a qualified vendor to develop and conduct an assessment of the state of child maltreatment in Ohio and develop and conduct an evaluation of the programs and services supervised by OCTF.

Through the resulting RFP process, the State seeks a statewide needs assessment of child maltreatment, the development of a logic model including the creation of indicators and outcomes, a complete evaluation of all OCTF programs, including monitoring progress on indicators and outcomes identified in the logic model.

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

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

Sincerely,

Signature on file

Douglas E. Lumpkin  
Director

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**Ohio Department of Job & Family Services**

**REQUEST FOR PROPOSALS**

*Ohio Children's Trust Fund (OCTF):  
Statewide Child Maltreatment  
Needs Assessment and Evaluation Services*

**RFP#: JFSR1011228051**

*(June 2010)*

**The Ohio Department of Job & Family Services**  
**REQUEST FOR PROPOSALS**

*Ohio Children’s Trust Fund (OCTF):*  
*Statewide Child Maltreatment Needs Assessment and Evaluation Services*

**RFP#: JFSR1011228051**

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**The Ohio Department of Job & Family Services**  
**REQUEST FOR PROPOSALS**

*Ohio Children's Trust Fund (OCTF):*  
*Statewide Child Maltreatment Needs Assessment and Evaluation Services*

**RFP#: JFSR1011228051**

**SECTION I.           GENERAL PURPOSE**

**1.1    Purpose**

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) on behalf of the Ohio Children's Trust Fund (OCTF) (or collectively, "the State") for the purpose of obtaining a qualified vendor to develop and conduct an assessment of the state of child maltreatment in Ohio and develop and conduct an evaluation of the programs and services supervised by OCTF.

Through this RFP process, the State seeks a statewide needs assessment of child maltreatment, the development of a logic model including the creation of indicators and outcomes, a complete evaluation of all OCTF programs (See **Attachment G**), including monitoring progress on indicators and outcomes identified in the logic model. All communications regarding this RFP are to take place in the open forum as provided for in Section 2.2 (Internet Question and Answer Period; RFP Clarification Opportunity).

**1.2    Background**

The Ohio Children's Trust Fund (OCTF) is Ohio's sole public funding source dedicated to child abuse and neglect prevention. OCTF was created in Ohio law in 1984 and is governed by an independent board consisting of eight publicly appointed members by the Governor, four legislative appointees and three cabinet directors. ODJFS serves as the Trust Fund's administrative agent in that it provides budgetary, procurement, accounting and other related management functions.

OCTF is governed by Ohio Revised Code (ORC) sections 3109.13 through 3109.18. The Trust Fund receives revenues from surcharges on birth and death certificates and divorce and dissolution decrees. As provided under Ohio law, the Trust Fund invests this revenue in three areas: county allocations, statewide prevention programs and initiatives, and child advocacy centers (CACs).

County allocations are funds that are earmarked for each Ohio county through a formula based on the ratio of the number of children living in each county to the number of children living in the state. County allocations must be utilized for primary and secondary prevention programming.

OCTF invests in the implementation of child abuse and neglect prevention programs and services with statewide significance such as the Stewards of Children sexual abuse prevention program. OCTF also receives federal dollars through the Community Based Child Abuse Prevention (CBCAP) Grant. The purpose of the grant is to fund community based, primary and secondary child abuse prevention programs with statewide significance. Primary prevention is defined as services and programs that promote the general welfare of all children and families before abuse or neglect occurs. Primary prevention programs are accessible to everyone in the community or target populations at risk for abuse and neglect. Secondary prevention programs are activities and services that are provided to a specific population identified as having risk factors for child abuse and child neglect and are designed to intervene at the earliest warning signs of child abuse or child neglect, or whenever a child can be identified as being at risk of abuse or neglect. The Trust Fund is designated each year as the State Lead Agency for the grant by the Governor.

OCTF also invests revenue to support the development and implementation of primary child abuse and neglect prevention programs within Ohio's CACs. CACs may apply to OCTF for one-time start-up costs. In addition, CACs may annually request funds from OCTF to conduct primary prevention strategies.

Over the past two years the Board has worked to transform the Trust Fund from simply funding Ohio's child maltreatment programs to being Ohio's leader and authority on them. The foundation of this transformation lies within the recently adopted 2009-2014 strategic plan (see Section 2.4 to access the OCTF strategic plan), which incorporates three critical areas: identifying child maltreatment as a serious public health problem, building and promoting protective factors to reduce risk factors that lead to child maltreatment, and investing in evidence informed prevention programs that are community-driven. It is through these three areas that the Trust Fund works to fulfill its mission of preventing child abuse and neglect through investing in strong communities, healthy families, and safe children.

### **1.3 Objectives of the Project**

Through this RFP process, the State seeks research and data that will assist OCTF in targeting its programming at both the state and local level to best address the identified areas of need. Specifically, OCTF has identified the following project objectives:

- A. Completion of a statewide needs assessment of child maltreatment;
- B. Creation of a logic model;
- C. Evaluation of OCTF Programs; and,
- D. Reporting and technical assistance.

### **1.4 Time Frames & Funding Source**

ODJFS is seeking to contract with a vendor to perform statewide needs assessment and evaluation services from approximately October 4, 2010 to June 30, 2011 [State Fiscal Year (SFY) 2011]. Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (i.e., June 30, 2011 through July 1, 2011), the contract with the selected vendor will be subject to renewal (at ODJFS' discretion) for the period of July 1, 2011 through June 30, 2013 (SFYs 2012 and 2013). Renewal is contingent upon the availability of funds and satisfactory performance by the vendor, and is subject to approval by the Controlling Board.

Potential vendors are to be aware that ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal if the cost proposals of all technically qualifying vendors are in excess of the available funding for this project. Section 6.1 C. of this RFP establishes further information on ODJFS procedures to be implemented if this occurs.

**SECTION II. PROCUREMENT PROCESS INFORMATION**

**2.1 Anticipated Procurement Timetable**

<b>DATE</b>	<b>EVENT/ACTIVITY</b>
June 17, 2010	ODJFS Releases RFP to Potential Vendors on DAS/ODJFS Web Site; Q&A Per. Opens - RFP becomes active - Vendors may submit inquiries for RFP clarification on RFP’s dedicated DAS webpage
July 1, 2010	Vendor Q&A Period Closes, 8 a.m. (for inquiries for RFP Clarification) - No further inquiries for RFP clarification will be accepted.
July 12, 2010	ODJFS provides Final Vendor Question & Answer Document (estimated)
<b>July 26, 2010</b>	<b>Deadline for Vendors to Submit Proposals to ODJFS (3 p.m.)</b> - This is the proposal opening date, beginning the ODJFS process of proposal review <b>LATE PROPOSALS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS MADE.</b>
August 16, 2010	ODJFS Issues Contract Award Notification Letter (estimated) - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract
September 27, 2010	Controlling Board Review of Contract (estimated—if applicable). -Contract with the selected vendor requires review and approval
October 4, 2010	Implementation* (estimated—following notification of all contractual and funding approvals) - ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
June 30, 2011	Project Completion** - All work must be completed and approved by ODJFS Contract Manager
7/1/11-6/30/12 (SFY 12) -AND- 7/1/12-6/30/13 (SFY 13)	Planned Contract renewal periods: Continuing funding for the OCTF Program is expected for the period of SFYs 12 and 13— part or all. The State may at its sole discretion, opt to renew funding to selected vendor through this RFP. Any such renewals will be contingent upon available funding, all necessary contractual and funding approvals, and the satisfactory performance of the contractor. Any possible renewal period is at the sole discretion of the State. Incumbent contractor must not assume the contract award will be automatically renewed!

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

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

\* \* Subject to approval by the Controlling Board, the contract period is expected to run from approximately October 4, 2010 through June 30, 2011, with a potential renewal contract to be in effect, contingent upon

satisfactory performance, continued availability of funding, and all required approvals, from July 1, 2011 through June 30, 2013. Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (e.g., 6/30/11 through 7/1/11), the contract with the selected vendor will be subject to renewal for the final 12-month period of the project. Renewal may be subject to approval by the Controlling Board.

## **2.2 Internet Question & Answer Period; RFP Clarification Opportunity**

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

- \* **Access the ODJFS Web Page at <http://jfs.ohio.gov//>**
- \* **Select “About JFS” on the front page;**
- \* **Select “Doing Business with ODJFS;”**
- \* **Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”**
- \* **RFP Number *JFSR1011228051*;**
- \* **Follow the link to the dedicated web page;**
- \* **Select “Submit Inquiry” near the bottom of the web page;**
- \* **Follow instructions there for submitting questions.**

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

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

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

Vendor proposals in response to this RFP are to take into account any information communicated by ODJFS in the Q&A process for the RFP. **It is the responsibility of all interested vendors to check this site on a regular basis for responses to all questions, as well as for any amendments, alerts, or other pertinent information regarding this RFP.**

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

**IMPORTANT:** Requests from potential vendors for copies of previous RFPs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in



Section 2.3, Communication Prohibitions, will be honored. Please refer to Section 2.3, 5. for contact information in submitting a PRR. The posted time frames for ODJFS responses to Internet questions for RFP clarification do not apply to PRRs.

Vendors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, NOT on details of any current or past related contract. Requirements under a current project may or may not be required by ODJFS under any future contract, and so may not be useful information for vendors who choose to respond to the RFP. If vendors ask questions about existing or past contracts using the Internet Q&A process, ODJFS will use its discretion in deciding whether to provide answers. Interested vendors should also refer to RFP Section 1.4, Time Frames and Funding Source, for related information.

There is an established time period for the Vendor Q&A process (see Section 2.1, Anticipated Procurement Timetable, above). ODJFS will only answer those questions submitted within the stated time frame for submission of vendor questions, and which pertain to issues of RFP clarity, and which are not requests for public information. ODJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

\* Should vendors experience technical difficulties accessing either the ODJFS website where the RFP and its related documents are published, they may contact ODJFS Contracts & Acquisitions, RFP/RLB Unit, at (614) 728-5693 for guidance.

### **2.3 Communication Prohibitions**

From the issuance date of this RFP until an actual contract is awarded to a vendor, there may be no communications concerning the RFP between any vendor that expects to submit a proposal and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the contractor.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 2.2, Internet Q&A Period;
2. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor that could submit a proposal in response to this RFP;
3. As part of any vendor interview process or proposal clarification process initiated by ODJFS, which ODJFS deems necessary in order to make a final selection;
4. If it becomes necessary to revise any part of this RFP, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RFP;\* and
5. Any Public Records Request (PRR) made through the ODJFS Office of Legal & Acquisition Services.

\* **Important Note:** Amendments to the RFP or to any documents related to it will be accessible to interested vendors through the original web page established for the RFP. All interested vendors must refer to that web page regularly for amendments or other announcements. ODJFS may not specifically notify any vendor of changes or announcements related to this RFP except through the website posting. It is the affirmative

responsibility of interested vendors to be aware of and to fully respond to all updated information posted on this web page.

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

If interested vendors have a need to communicate regarding this RFP, they must contact **ODJFS** using one of the mechanisms provided for in **Sections 2.2, Internet Question and Answer Period/RFP Clarification Opportunity, or 2.3, Communication Prohibitions**, of this RFP. Vendors are cautioned that communication attempts which do not comply with these instructions will not be answered, and that ODJFS will not consider any proposals submitted to any address other than the one provided in Section 5.1 of this RFP. Vendor proposals must be submitted to ODJFS in strict accordance with proposal submission instructions provided in **Section 5.1, Proposal Submission Information**.

## **2.4 Program Resource Library**

Interested vendors may refer to:

- OCTF's website at: <http://jfs.ohio.gov/octf/> for information regarding its mission, strategic plan, etc.;
- The National Alliance of Children's Trust and Prevention Funds at: <http://www.ctfalliance.org/> for information regarding the role of Children's Trust and Prevention Funds nationwide;
- United States Department of Health and Human Services (DHHS) at <http://www.acf.hhs.gov/> for information regarding federal regulations, policies and data analysis and research on child maltreatment;
- FRIENDS National Resource Center at: <http://www.friendsnrc.org/> for information on child abuse and neglect prevention, current needs assessments, survey information and evaluation tools available to the field;
- Ohio Revised Code at <http://codes.ohio.gov/orc/3109.13> for OCTF sections 3109.13 – 3109.18; and,
- Prevent Child Abuse America at <http://www.preventchildabuse.org/index.shtml>.

**NOTE:** All communications regarding this RFP are to take place in the open forum as provided for in Section 2.2 (Internet Question and Answer Period; RFP Clarification Opportunity).

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

Vendors' proposals must address all the following minimum qualifications as well as organizational and staff experience and capabilities:

### **3.1 Mandatory Vendor Qualifications**

In order to be considered for the contract expected to result from this RFP, ODJFS requires that interested vendors **MUST** demonstrate, at minimum, **ALL** the following qualification requirements:

- A. At least one completed project in the past three (3) years which demonstrates the vendor's experience in community health and social services focusing on primary and secondary child maltreatment prevention projects with a capacity to conduct large-scale statewide research;

- B. At least one completed project in the past three (3) years which demonstrates the vendor's experience with conducting and completing a needs assessment including knowledge of child maltreatment (physical abuse, sexual abuse, neglect, etc.); experience with quantitative analysis (including data sets utilized at state or county levels); and experience with qualitative analysis;
- C. At least one completed project in the past three (3) years which demonstrates the vendor's experience in identifying indicators and outcomes and creating a logic model;
- D. At least one completed project in the past three (3) years which demonstrates the vendor's experience in conducting program evaluation including types of evaluations conducted, methodologies utilized and linkage of evaluation results with recommendations for program improvement;
- E. At least one completed project in the past three (3) years which demonstrates the vendor's experience in the inclusion and participation of culturally diverse populations in the design and implementation of the needs assessment and evaluation processes;
- F. Identifying and assigning a Project Lead who has at least three (3) years experience in supervision of research and analysis within the social sciences, including but not limited to research and analysis of child welfare and wellbeing [Note: The assigned Project Lead MAY NOT also serve as Lead Researcher]; and,
- G. Identifying and assigning a Lead Researcher who has at least three (3) years experience in conducting research and analysis within the social sciences, including but not limited to research and analysis of child welfare and wellbeing.

**Vendors which do not meet ALL the above experience and qualifications will be disqualified from further consideration for contract award.**

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

In order to be considered for the contract expected to result from this RFP, ODJFS requires that interested vendors provide the following:

- A. A detailed description of the vendor's qualifications and history of the vendor, as well as any relevant and current accreditations, standards and/or certifications that the vendor possesses;
- B. Names and contact information for at least three (3) entities for which they have performed similar large scale projects in the past three (3) years;
- C. An appropriate management structure and staffing as documented in a current organizational chart/Table of Organization including a description of the key positions and the work each performs; and,
- D. Define how the vendor's organizational structure supports a project of this size and scope.

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

The vendor must demonstrate significant expertise by assigning staff to key leadership rolls for this project. Key positions will require description of professional history and curriculum vitae. The vendor must, at minimum:

- A. Identify, by position and by name (if possible to provide name), those staff the vendor considers key to the project's success. The vendor must, AT MINIMUM:
  - 1. Identify and assign a Project Lead as specified in Section 3.1 F of this RFP; and,
  - 2. Identify and assign a Lead Researcher as specified in Section 3.1 G of this RFP.
- B. Provide a detailed description of each key position assigned to this project and the work each will perform;
- C. Provide at least two (2) brief examples of previous research projects and applicable analysis completed by the assigned Lead Researcher and support staff; and,
- D. Include resumes of all key staff [e.g., Project Lead, Lead Researcher, and support staff (FTEs, PTEs, Graduate Assistants, etc.)] expected to supervise and/or work on the project; including job titles, education, training and experience of key staff as it relates to this project.

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

## **SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES**

### **4.1 Scope of Work**

OCTF seeks a vendor to conduct a needs assessment of child maltreatment in Ohio, utilize results of needs assessment to assist the OCTF Board in constructing a logic model to accompany its strategic plan, and evaluate the programs of the board. The outcome desired is the utilization of qualitative and quantitative data to assist the board in making policy/program decisions supported by data and to ensure the existence of outcomes to gauge program effectiveness. The selected vendor will, at minimum:

- A. Complete a statewide needs assessment of child maltreatment. Specifically, the selected vendor will be required to:
  - 1. Develop a statewide needs assessment that identifies the most accurate, statewide and locally available data sources (both qualitative and quantitative). From this data, the selected vendor will prepare an assessment of the state of child maltreatment in Ohio; and,

2. Compile a county by county assessment of child maltreatment and well-being in order to enable OCTF and its state and local partners to better target dollars to the identified areas of need.
- B. Create a logic model. Specifically, the selected vendor will be required to:
- Upon the completion of the needs assessment, create a logic model for OCTF, linked with the latest OCTF strategic plan with clearly defined indicators of child maltreatment and well being for all 88 counties as well as outcomes so progress on goals and objectives can be monitored and evaluated.
- C. Evaluate OCTF Programs. Specifically, the selected vendor will be required to:
1. Monitor progress on indicators and outcomes identified in the logic model; and,
  2. Evaluate all OCTF programs to gauge progress on indicators and outcomes identified in logic model once the needs assessment and logic model is completed.
- D. Provide Reports and technical assistance. Specifically, the selected vendor will be required to:
- Collect and analyze data for reports including mandated federal reports, reports to the OCTF Board, as well as annual progress reports, etc. Provide technical assistance to the OCTF to sustain efforts identified in A-C above.

#### **4.2 Administrative Structures—Proposed Work Plan**

Vendors are to include a work plan detailing all tasks and applicable time frames needed to complete the Scope of Work and Deliverables identified in Sections 4.1 and 4.3 in accordance with contract time frames below:

- Section 4.3, Deliverables A & B identified below will be funded in SFY 2011. Section 4.3, Deliverable C will begin in SFY 2011 with regards to identification of OCTF programs, levels of evidence and analysis of current evaluation tools being utilized. Program evaluation can be expected to begin in SFY 2012 and continue through SFY 2013. Reporting will occur in all years of contract (SFY 2011 – 2013). Continuation of contract through years 2012 – 2013 will be contingent on performance of deliverables in SFY 2011, availability of funding, etc. Any changes to the Proposed Work Plan and Contract Time Frames may require a formal contract amendment, but in all cases will require approval, in advance, from the OCTF Contract Manager.

#### **4.3 Specifications of Deliverables**

##### **A. Completion of Needs Assessment**

In completing the statewide needs assessment, the selected vendor will be required to:

1. Conduct a statewide and county by county needs assessment outlining the occurrence of child maltreatment (physical abuse, sexual abuse, etc.) by age, race, etc.;
2. Conduct a quantitative analysis which identifies relevant data sources related to child maltreatment and well-being in Ohio, including those already being collected by state and local agencies as well as occasional or one-time original data collection efforts;

3. Conduct a qualitative analysis resulting from conducting focus groups with agencies, coalitions, stakeholders, grantees, families served, etc. to solicit feedback; and,
4. Prepare final needs assessment report and present to OCTF Board no later than June 30, 2011.

**B. Creation of logic model**

As part of the creation of an OCTF logic model, the selected vendor will be required to:

1. Complete a literature review summarizing best approaches to identifying and measuring indicators of child maltreatment and well-being, illustrated with examples of how other states and local jurisdictions use indicators in practice;
2. Put needs assessment product into logic model (tying needs assessment final product to outcomes for OCTF) format and develop a process for connecting to grantee models; and,
3. By June 30, 2011, develop and present to OCTF Board a proposed logic model and solicit feedback.

**C. Evaluation of Programs**

As part of conducting the evaluation, the selected vendor will be required to:

1. Create standardized approaches to conducting process and impact evaluations for all OCTF funded programs. Specifically, work with OCTF on developing realistic standards for assessing program fidelity and program effectiveness (e.g., common survey instrument and research design);
2. Develop a process for identifying and supporting rigorous evaluation of promising indigenous (i.e., locally “home-grown”) child abuse prevention efforts;
3. Collect and analyze protective factor survey results from OCTF grantees;
4. Monitor progress on indicators and outcomes identified in logic model;
5. Collect and manage data;
6. Facilitate state OCTF board process of using evaluation findings to inform state level planning;
7. Propose a plan for sustainability of these efforts, either within the OCTF staffing levels or continued contracts with external entities, specifically with regards to data collection and analysis done by contractor (See **Attachment H** for reference); and,
8. Utilize evaluation outcomes to assist OCTF in identifying successful delivery models to provide programs to the identified targeted areas of need; gaps in programs and barriers to accessing programs among diverse and special populations; recommendations on how OCTF can address the identified gaps and barriers.

**D. Reporting and Technical Assistance**

In all years of the project, the selected vendor will be required to:

1. Provide a quarterly written report and provide presentation to OCTF board on project progress;
2. Conduct presentations to OCTF board and stakeholder groups as requested by OCTF [Vendors are required to include an affirmative statement in their proposals that they will comply with this requirement];
3. Provide an annual report of project deliverables completed;

4. Provide reports upon request by OCTF; and,
5. Provide technical assistance to OCTF on effectively implementing project deliverables.

#### **4.4 Selected Vendor Compensation Structure**

Vendors are to propose their compensation rates using the Cost Proposal Form provided as **Attachment F** to this RFP. All proposals for compensation must be presented in the format and categories as prescribed on that form. No other categories of costs will be considered by ODJFS. No additional fees or costs of any sort will be paid under this contract. Contractor shall be paid upon satisfactory completion of deliverables via monthly invoicing.

### **SECTION V. PROPOSAL FORMAT & SUBMISSION**

#### **5.1 Proposal Submission Information**

ODJFS requires proposal submissions in both paper and electronic format. The proposal must be prepared and submitted in accordance with instructions found in this Section. The proposal submission must be comprised of:

- **Five** paper copies (**one signed original** and **four** copies) and one CD-ROM copy of the Technical Proposal;

It is the vendor's affirmative responsibility to ensure that all copies and all formats of the proposal are identical. Any pages or documents omitted from any or all copies can negatively affect the vendor's score and possibly result in the vendor's disqualification. In the event of any discrepancies or variations between copies, ODJFS is under no obligation to resolve the inconsistencies and may make its scoring and vendor selection decisions accordingly, including the decision to disqualify the vendor.

**AND**

- in a sealed, separate envelope, **three** paper copies (**one signed original** and **two** copies) and one CD-ROM copy of the Cost Proposal.

The vendors' total proposal submissions (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than 3:00 p.m. on **Monday, July 26, 2010** Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

**Contracts & Acquisitions  
Ohio Department of Job and Family Services  
30 East Broad Street, 31<sup>st</sup> Floor  
Columbus, Ohio 43215-3414  
ATTN: RFP/RLB Unit**

Vendors' original technical and cost proposals must contain all the information and documents specified in Section 5.2, "Format for Organization of the Proposal." All copies (both paper and CD-ROM) of the original proposal must include copies of ALL information, documents, and pages in the original proposal.

All copies (both paper and CD-ROM) of the original proposal must include identical copies of ALL information, documents, and pages in the original proposal. The entire vendor proposal should be converted

into one single secure .pdf document saved to the CD-ROM submitted to ODJFS. If the proposal's size necessitates more than a single .pdf document to contain the entire proposal, vendors must still send the CD-ROM copy of the proposal, but use the fewest separate .pdf documents possible. The hard-copies and the CD-ROM must be clearly labeled with the vendor's name, submission date, and the name and RFP number for this project.

The requested CD may be used in the formal proposal review processes, and will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests, and failure to include or to properly label it may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

Along with the Technical proposal, the vendor must submit the Cost Proposal in a separate, sealed envelope/package labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR OCTF STATEWIDE MALTREATMENT NEEDS ASSESSMENT AND EVALUATION SERVICES, RFP: JFSR-1011-22-8051 SUBMITTED BY [VENDOR'S NAME HERE].”**

The CD-ROM copy of the Technical Proposal must include all components of the technical proposal, including any required or voluntary attachments to it. The CD-ROM copy of the Cost Proposal must include all cost proposal components, including any required or voluntary attachments. **The CD-ROM containing the Cost Proposal must be submitted in the sealed envelope containing the hardcopy Cost Proposal.** Both CD-ROMs must be labeled with the vendor's name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The requested CDs will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests, and failure to include them or to properly label them may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

All proposal submissions must be received, complete, at the above address, via mail or hand delivery by the above date and time. Materials received separately from a vendor's proposal submission (e.g., letters of recommendation from past customers of the vendor's services) will not be added to the proposal nor considered in the review and scoring process. Materials received after the date and time as stated above will not be included in any previous submissions, nor will they be considered. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above. No confirmation of mailed proposals can be provided.

For hand delivery on the due date, vendors are to allow sufficient time for traffic incidents, downtown parking considerations, as well as for possible security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31<sup>st</sup> Floor. All proposals must be received **no later than the specified deadline, both time and date**, by ODJFS Contracts and Acquisitions (C&A), on the 31<sup>st</sup> Floor of the Rhodes Tower. Proposals may be submitted at any time prior to that deadline, during normal working hours, excluding weekends and state holidays. **ODJFS is not responsible for proposals delivered to any address other than the address provided above. No late proposals will be considered.**

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

## **5.2 Format for Organization of the Proposal**

### **A. Overall Proposal Organization**



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

The vendor's Technical Proposal must contain the following components (organized in five (5) primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/materials not required in the RFP. All pages beyond Tab 1 shall be sequentially numbered.

Vendors must organize their Technical Proposals in the following order:

**Tab 1** Required Vendor Information and Certifications Document

Request for Taxpayer Identification Number (W-9) Form

Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Org.

**Tab 2** Vendor Experience & Qualifications

**Sub-Tab 2a.** Mandatory Vendor Qualifications (Section 3.1, A through G)

**Sub-Tab 2b.** Organizational Experience & Capabilities (Section 3.2, A through D)

**Sub-Tab 2c.** Staff Experience and Capabilities (Section 3.3, A through D)

**Tab 3** Scope of Work and Specifications of Deliverables

**Sub-Tab 3a.** Scope of Work A./Deliverable A.

**Sub-Tab 3b.** Scope of Work B./Deliverable B.

**Sub-Tab 3c.** Scope of Work C./Deliverable C.

**Sub-Tab 3d.** Scope of Work D./Deliverable D.

**Tab 4** Administrative Structures—Proposed Work Plan

**Tab 5** Vendor Attachments or Appendices

All pages in the Technical Proposal must be sequentially numbered, with the exception of Tab 1 contents.

**NOTE:** Vendors are required to submit **one additional CD-ROM copy** (using TWO CD-ROMs) of their entire proposal package in non-rewriteable CD format. One CD-ROM is to contain the complete Technical Proposal, including any required or voluntary attachments to it, and the other CD-ROM is to contain the Cost Proposal including any required or voluntary attachments to it. One document may, at vendor option, be excepted from the electronic technical proposal version: the "Request for Taxpayer Identification Number (W-9) Form" (**provided as RFP Attachment B.**), which is to be signed by the vendor and submitted with the paper copies of the technical proposal. **The CD-ROM containing the Cost Form must be submitted in the sealed envelope containing the hardcopy Cost Form.**

**B. Technical Proposal Details**

The vendor's Technical Proposal must contain the following components, at minimum. It is mandatory that vendor proposals be organized in the following order, and that wherever

appropriate, sections/portions of the vendor proposal make reference by section number/letter to those RFP requirements to which they correspond.

**IMPORTANT:** Any vendor Technical Proposals found to contain any prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which ODJFS might find indicative of the relative cost or economy of the proposed project. However, information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal. Any prohibited cost information must be submitted with the separate, sealed project budget/Cost Proposal. The Technical Proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion, such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc.) which is not specifically identified by ODJFS as a required component of the separate, sealed project budget/Cost Proposal. Should a vendor feel it is important to include any documents containing such prohibited cost information in the technical proposal, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS.

**1. (Tab 1)  
Required Vendor Information & Certifications  
Request for Taxpayer Identification Number (W-9) Form  
Declaration Regarding Material Assistance / Non-Assistance to a Terrorist  
Organization**

In this section, the vendor is required to provide required information and certifications of eligibility for state contract awards, as described in **Attachment A.** to this RFP, entitled "Required Vendor Information & Certifications Document." Vendors may, at their discretion, either print **Attachment A.**, complete and sign it (in blue ink), 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 (in blue ink), and use that document as the content of their Proposal Tab 1. Vendors who fail to provide all information and certifications as described in **Attachment A.** in their Proposal Tab 1 risk disqualification.

The vendor must attach the **Request for Taxpayer Identification Number (W-9) Form**, which is provided as **Attachment B.** to this RFP, completed with an original signature in blue ink.

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

The signed originals of the above referenced forms (**RFP Attachments A., B., and C.**) are to be provided in the vendor's original proposal; photocopies of the completed and signed forms must also be provided with each of the required copies.

In the event that the vendor proposes the use of any subcontractors, information on the subcontractor(s) and letters of commitment as required by Section 8.8, Minority Business Enterprise or 8.9, Subcontractor Identification and Participation Information should also be provided in Tab 1.

In order to be acknowledged as a vendor with an Ohio presence (as described in RFP Section 8.24, Ohio Presence Consideration) for additional scoring consideration, the vendor must demonstrate in this Tab1 section of its proposal either that it currently has a physical presence in Ohio or has concrete plans for establishing a physical presence. Information to be presented includes the actual or proposed location of the vendor's presence, a description of the work to be performed at that location, and the number of its personnel to operate from the Ohio location. If the Ohio location is planned but not yet operational, an estimated implementation schedule should be provided.

**2. (Tab 2)  
Vendor Experience & Qualifications**

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

The vendor must include information on the mandatory experience of the vendor, as described in **Section 3.1**, of this RFP.

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

The vendor should include information on the relevant experience of the vendor including any subcontractors; any prior experience relevant to this RFP, as well as any relevant and current accreditations, standards and/or certifications, as described in **Section 3.2**, of this RFP.

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

Under this section the vendor is required to include resumes, education, experience, and list of related published works of all key personnel for this project, and describe any appropriate supplemental and support staff (including any subcontractors) to be involved, as described in **Section 3.3**, of this RFP.

**3. (Tab 3)  
Scope of Work & Specifications of Deliverables**

This section should describe in detail how the vendor proposes to perform each tasks of the scope of work identified in Sections 4.1, Scope of Work and in Section 4.3, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each Deliverable identified in Section 4.3 behind separate sub-tabs as described above.

**4. (Tab 4)  
Administrative Structures—Proposed Work Plan**

This section should describe in detail (in the order as outlined) the vendor's administrative structures as specified in Section 4.2, Administrative Structures—Proposed Work Plan of this RFP.

**5. (Tab 5)  
Vendor Attachments or Appendices**

This section should, at a minimum, any other information thought to be relevant, but not applicable to a specific RFP section number/letter.

**C. Cost Proposal**

**Three** (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR OCTF STATEWIDE MALTREATMENT NEEDS ASSESSMENT AND EVALUATION SERVICES, RFP: JFSR-1011-22-8051 SUBMITTED BY [VENDOR’S NAME HERE].”**

This envelope/package must also contain the labeled Cost Proposal CD-ROM. The Proposal must include a statement that the prices quoted are firm.

Vendors are to complete the Cost Proposal Form, provided as **Attachment F**, to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The Cost Proposal Form requires interested vendors to provide a group of individual prices for those services defined in Section 4.3 Specifications of Deliverables. Vendors are to use their professional comprehension of the effort required to perform those services and to offer to ODJFS its flat, all-inclusive fee for performing each. The prices offered in the vendor's Cost Proposal will be the prices in effect throughout the contract period, including any renewal contracts, as described in Section 1.4, Time Frames & Funding Source, of this RFP.

Vendors are required to use the format in **Attachment F, Cost Proposal Form**, to submit their cost proposal for SFYs 11, 12 and 13. Vendors are required to include a detailed cost narrative which clearly explains any costs which the vendor has chosen to combine, to explain how hourly rates were achieved, or to make the connections between costs and the technical proposal. Vendors' administrative costs are not to exceed 20% of their proposed cost per SFY.

Travel may be included (up to the maximum state mileage rate) but must follow certain restrictions. The State reserves the right to deny reimbursement, in total or part, to any contractor which exceeds the maximum allowable amount or which violates OBM's Travel Policy (See <http://obm.ohio.gov/MiscPages/Publish/TravelPolicy.aspx>).

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

In calculating their total proposed cost, vendors must consider cost resulting from each deliverable listed in Section 4.3 of this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities (whether explicitly identified by ODJFS in this RFP or not).

**D. IMPORTANT –DISQUALIFIERS FOR PROPOSAL ERRORS:**

- Any vendor's Technical Proposal found to contain any cost information shall be disqualified from consideration. Cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal as information on business capacity and stability. All prohibited cost information must be submitted with the separate, sealed Cost Proposal. The Technical Proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion), such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc., which is not specifically identified by ODJFS as a required component of the separate, sealed Cost Proposal. Should a vendor determine to include in the technical proposal any documents which contain such cost information, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.
- Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP/RLB) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.
- Any sensitive personal information on vendor *or* sub-contract staff (e.g., social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the vendor from any consideration.

**SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION**

**6.1 Scoring of Proposals**

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

Selection of the vendor will be based upon the criteria specified in Sections I., III., IV., and V. of this RFP. Any proposals not meeting the requirements contained in those sections of this RFP will not be scored or may be held pending receipt of required clarifications. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review team may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public. In scoring the proposals, ODJFS will score in three phases:

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

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

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

The PRT will then score those qualifying technical proposals, not eliminated in Phase I. Review, by assessing how well the vendor meets the requirements as specified in Sections I, III, IV, V, and VI. of this RFP. Using the score sheet for Phase II scoring (see **Attachment E.** of this RFP for specific evaluation criteria), the PRT will read, review, discuss and reach consensus on the final technical score for each qualifying technical proposal.

Any proposal which does not meet the minimum required technical proposal points will be disqualified from any further consideration and its cost proposal will neither be opened nor considered. **Please refer to Attachment E, Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.**

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

All the remaining qualified Technical Proposals will proceed to the next level of review, which is consideration of the Cost Proposal. Any other proposals will be disqualified from further consideration, and the corresponding Cost Proposals will neither be opened nor will be scored.

After establishing which vendor proposals are technically qualified to advance to Phase III for consideration of their corresponding cost proposals, ODJFS will add five (5) points to the proposals of those vendors which have also demonstrated an Ohio presence as described in Sections 4.24 and 5.2 of this RFP. For those technically qualified vendors with an Ohio presence, their final technical score will be the sum of the score they earned according to the Phase II review described above plus the additional specified points. That sum will be used for those vendors in Phase III, as described below.

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

The Cost Proposal will be reviewed by ODJFS. The grand total of each technically qualified vendor’s Cost Proposal is divided by that vendor’s final Technical Proposal score. This compares the cost with the quality of the Technical Proposal, which will provide an average cost-per-quality point earned on the Technical Proposal.

If the cost proposals of all technically qualifying vendors (as determined by the scoring process described in this section and by the Technical Proposal Score Sheet, **Attachment E.** to this RFP) are in excess of the available funding for this project, ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal. Vendors may then submit one last and best offer, or may request that ODJFS view its original cost proposal as its

last and best offer, or may formally withdraw from further consideration, and shall formally indicate its choice according to directions provided by ODJFS at that time. Upon receipt of all last and best offers, and assuming that one or more have submitted a cost proposal that is within project budget, ODJFS will then consider those vendors' revised cost proposals which are within the budget according to the cost-point assignment process described in this section, above, and in the Technical Proposal Score Sheet, **Attachment E.**, for calculation of the winning score.

## **6.2 Review Process Caveats**

ODJFS may, at its sole discretion, waive minor errors or omissions in vendors' Technical and/or Cost proposals/forms when those errors do not unreasonably obscure the meaning of the content.

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

Should ODJFS determine a need for interviewing vendors prior to making a final selection, results to interview questions shall be scored in a manner similar to the process described in Section 6.1, Scoring of Proposals, above. Such scored results may be either added to those vendors' proposal scores, or will replace certain criteria scores, at the discretion of ODJFS. The standards for scoring the interviews and the method used for considering the results of the interviews shall be applied consistently for all vendors participating in the interview process for that RFP.

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

Any vendor deemed not responsible, or any submitting a proposal deemed not to be responsive to the terms of this RFP, shall not be awarded the contract.

## **6.3 Final Vendor Recommendation**

The PRT will recommend to the Director of ODJFS the technically qualified vendor offering the proposal most advantageous to ODJFS, as determined by the processes and requirements established in this RFP.

## **6.4 Tie Breaker**

In the event that two or more of the proposals have a score which is tied after final calculation of both the technical proposal and the cost proposal, the proposal with the higher score in the technical proposal will prevail.

# **SECTION VII. PROTEST PROCEDURE**

## **7.1 Protests**

Any potential, or actual, vendor objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. 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 RFP being protested;
  - 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  - 4. A request for a ruling by ODJFS;
  - 5. A statement as to the form of relief requested from ODJFS; and
  - 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
  
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal & Acquisition Services, within the following periods:
  - 1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.
  - 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the *tenth (10th)* calendar day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
  
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Legal & Acquisition Services after the time periods set forth in Item B. of this section.
  
- D. All protests must be filed at the following location:

Chief Legal Counsel  
ODJFS Office of Legal & Acquisition Services  
30 East Broad Street, 31st Floor  
Columbus, Ohio 43215-0423
  
- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.



- F. ODJFS' Office of Legal & Acquisition Services shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

## 7.2 Caveats

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

## SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

Through this section of the RFP, ODJFS notifies vendors seeking award of a contract of certain conditions and requirements which may affect their eligibility or willingness to participate in any procurement (RFP, RLB, etc.) process; or their eligibility to be awarded a contract; and of requirements that would be in effect should they be awarded a contract.

### 8.1 State Contracts

Proposals must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percentage of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as **Attachment A.**) to report this information and include the completed document in the vendor's proposal as specified in **Section 5.2 B., 1** of this RFP.

### 8.2 Interview

Vendors submitting proposals may be required to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from ODJFS and/or other state or county agency staff or other representatives it may appoint, as appropriate. ODJFS reserves the right to select from responding vendors for interviews and may not interview all vendors submitting proposals. The vendor shall bear all costs of any scheduled interview.

### 8.3 Start Work Date

The selected vendor must be able to begin work no later than seven (7) working days after the time funds are encumbered and approved by the Office of Budget & Management. The selected vendor will be notified by the ODJFS project manager when work may begin. **Any work begun by the vendor prior to this notification will NOT be reimbursable by ODJFS.**

### 8.4 Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the vendor, and ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the vendor and will not be ODJFS' responsibility (see Section 8.2, above).

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

**Vendors are prohibited from including any trade secret information** as defined in ORC 1333.61 in their proposals in response to any ODJFS RFP, RLB or other procurement efforts. ODJFS shall consider all proposals voluntarily submitted in response to any ODJFS RFP (or etc.) to be free of trade secrets and such proposals shall, in their entirety, be made a part of the public record.

All proposals and any other documents submitted to ODJFS in response to this RFP shall become the property of ODJFS. This RFP and, after formal announcement by ODJFS of the results of this RFP project (e.g., notices provided to responding vendors regarding vendor selection, notice of project cancellation, etc.), any proposals submitted in response to the RFP are deemed to be public records pursuant to R.C. 149.43. For purposes of this section, “proposal” shall mean both the technical and the cost proposals (if opened by ODJFS) submitted by the vendor, any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to this or any ODJFS RFP which make claims of trade secret information shall be disqualified from consideration immediately upon determination that such unallowable claim has been made.

## **8.6 Contractual Requirements**

- A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as **Attachment D.** of this RFP;
- B. Many of the terms and conditions contained in the model contract (See **Attachment D.**) are required by state and federal law; however, the vendor may propose changes to the model contract by annotating the model, and returning it with the vendor’s proposal submission. Any changes are subject to ODJFS review and approval;
- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
- F. As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law;
- G. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect; and
- H. The selected contractor shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.

## **8.7 Travel Reimbursement**

Travel should be folded into the overhead, per diem, or the hourly rates which are built into the cost of the deliverables. Travel is not to be listed separately unless otherwise specified in Section 5.2 C. (Proposal Format and Submission – Cost Proposal) of this RFP.

## **8.8 Minority Business Enterprise**

ODJFS is required by Section 125.081(B) and 123.151 of the ORC to award fifteen percent (15%) of its total procurements to vendors certified as Minority Business Enterprises (MBE). Ohio certified MBE is defined in ORC Section 122.71. If the proposal is not submitted by a certified MBE, the vendor is strongly encouraged to subcontract a minimum of fifteen percent (15%) of the total contract price to an Ohio certified MBE.

The proposal must clearly indicate the name of the proposed Ohio MBE vendor and the exact nature of the work to be performed under the proposed subcontract. The proposal must include a letter from the proposed MBE, signed by a person authorized to legally bind the subcontractor, indicating the following:

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

**There may be no dollar amounts of any kind included with the MBE information; inclusion of dollar amounts will result in the disqualification of the primary vendor's entire proposal.**

A listing of Ohio certified MBEs can be accessed through the Ohio Department of Administrative Services (DAS) Web Site at: <http://das.ohio.gov/Eod/MBESearch/index.asp>.

While ODJFS strongly encourages the use of MBE subcontractors, the vendor's use of an MBE subcontractor will have no effect on vendors' technical scores or on final contractor selection for this RFP, **unless** Section VI, Criteria for Proposal Evaluation and Selection of this RFP (and/or the Technical Proposal Score Sheet for this RFP) affirmatively establish an MBE participation criterion.

## **8.9 Subcontractor Identification and Participation Information**

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

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

5. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

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

#### **8.10 Public Release of Records**

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

#### **8.11 Confidentiality**

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

#### **8.12 Key Personnel**

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

#### **8.13 Ethical & Conflict of Interest Requirements**

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

#### **8.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements**

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

In the event of a material breach of contractor obligations under this section, ODJFS may at its option terminate the contract according to provisions within the contract for termination.

#### **8.15 Waiver of Minor Proposal Errors**

ODJFS may, at its sole discretion, waive minor errors or omissions in vendors' Technical and/or Cost proposals/forms when those errors do not unreasonably obscure the meaning of the content.

#### **8.16 Proposal Clarifications**

ODJFS reserves the right to request clarifications from vendors of any information in their Technical and/or Cost proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process.

#### **8.17 Contractual Requirements and Prevailing Wage Requirements**

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

#### **8.18 Unresolved Findings for Recovery (R.C. 9.24)**

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

#### **8.19 Mandatory Contract Performance Disclosure**

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

## **8.20 Mandatory Disclosures of Governmental Investigations**

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

## **8.21 Mandatory Disclosures of Work Location**

Proposals must explicitly state the location(s) (city, state/province, country) where work described in this RFP would be performed, whether by the vendor or by any subcontractors.

## **8.22 Vendor Selection Restriction**

Any vendor deemed not responsible, or submitting a proposal deemed not to be responsive to the terms of this RFP, shall not be awarded the resulting contract.

## **8.23 Declaration of Material Assistance Requirements**

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

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

## **8.24 Ohio Presence Consideration**

Vendors that can demonstrate in their proposals that they either currently have a physical presence in Ohio or have concrete plans for establishing a physical presence will be given additional scoring consideration. In order to be acknowledged as a vendor with an Ohio presence, vendors must comply with instructions provided in this RFP, Section 5.2, Format for Organization of the Proposal, and provide information on the nature of the work and the number and type of vendor personnel at the Ohio location. Details of how an Ohio presence will be considered in the proposal scoring process are provided in Section 6.1, Scoring of Proposals.

**SECTION IX. ATTACHMENTS AND THEIR USES**

- A. Required Vendor Information and Certifications (*To be completed & included in proposal packet as specified in Sec. 5.2, B., 1.) B.***
- B. Request for Taxpayer Identification Number (W-9) Form (*To be completed & included in proposal packet as specified in Sec. 5.2, B., 1.)***
- C. Declaration of Material Assistance Form (*To be completed & included in proposal packet as specified in Sec. 5.2, B., 1.)***
- D. ODJFS Model Contract (*For vendor reference purposes*)**
- E. Technical Proposal Score Sheet (*For vendor self-evaluation purposes...do not submit*)**
- F. Cost Proposal Form (*To be completed & included in cost proposal packet as specified in Sec. 5.2, C.)***
- G. OCTF Potential Programs To Be Evaluated (*For vendor reference purposes*)**
- H. Protective Factors Survey and User Guide (*For vendor reference purposes*)**

Thank you for your interest in this project.

**Attachment A**  
**REQUIRED VENDOR INFORMATION and CERTIFICATIONS**

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

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

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

**Vendors must provide all information**

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



**10. Mandatory Vendor Certifications:**

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

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

AND

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

AND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Total number of contracts: \_\_\_\_\_

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

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

Contract Dollar Amount: \_\_\_\_\_

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

Contract Dollar Amount: \_\_\_\_\_

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

Contract Dollar Amount: \_\_\_\_\_

*Attach additional pages if needed*

### **13. Vendor and Grantee Ethics Certification**

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

- (1) I have reviewed and understand Ohio ethics and conflict of interests laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.
- (2) I have reviewed and understand Governor Strickland's Executive Order Number 2007-01S.
- (3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.
- (4) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant with the State of Ohio.

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

\_\_\_\_\_  
Date

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

**14. I have read the ODJFS Model Contract attached to the RFP/RLB, and if awarded a contract, I will not \_\_\_\_\_ (or) I will \_\_\_\_\_ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS. (If so, ODJFS will review those requested changes if you are the selected vendor. All requested changes to model contract language are subject to ODJFS approval.) (NOTE: Item 14 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)**

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

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

<b>Social security number</b>									

**or**

<b>Employer identification number</b>									

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

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

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

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

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

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

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

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

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

**Nonresident alien who becomes a resident alien.**

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

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

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

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

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

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

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

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

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

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

### Exempt From Backup Withholding

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

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

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

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

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

## Privacy Act Notice

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

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



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

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

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

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

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

DECLARATION

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

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

- 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? [ ] Yes [ ] No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? [ ] Yes [ ] No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

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

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

**CERTIFICATION**

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

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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

**C-00-00-0000**

**RECITALS:**

This Contract is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and **Vendor Name** (hereinafter referred to as "CONTRACTOR").

- A. (Optional) ODJFS issued a Request for Proposal (RFP) titled \_\_\_\_\_, numbered \_\_\_\_\_, and dated \_\_\_\_\_, which is hereby incorporated by reference.
- B. (Optional) The ODJFS proposal review team recommended for award the Proposal of CONTRACTOR dated [DATE] which is hereby incorporated by reference.
- C. (Optional) In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal, or this Contract, the provisions of this Contract will determine the obligations of the parties. In the event that this Contract fails to clarify any inconsistency or ambiguity between the RFP and the Proposal, the RFP 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 Contract and the budgetary and statutory constraints of ODJFS.

**ARTICLE I. PURPOSE; DELIVERABLES**

- A. The purpose of this Contract is **INSERT PURPOSE**. CONTRACTOR will perform its responsibilities under this Contract in accordance with the RFP and the Proposal. The responsibilities ("Deliverables") are summarized as follows:

**INSERT DELIVERABLES**

- B. The ODJFS Contract Manager is **OJFS Contract Manager**.
- C. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten (10) days after CONTRACTOR's receipt of the requests or instructions. ODJFS and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify the ODJFS Contract Manager pursuant to ARTICLE V of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. Ownership of Deliverables:
  - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

2. All Deliverables provided or produced pursuant to this Contract will be considered "works made for hire" within the meaning of copyright laws of the United States and the State of Ohio. ODJFS is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables is deemed not a "work made for hire," or if there are any rights in the Deliverables not conveyed to ODJFS, CONTRACTOR agrees to, and by executing this Contract does, assign ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.
3. CONTRACTOR understands that it must submit a written request to ODJFS and receive express written permission from ODJFS include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for CONTRACTOR.

## ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (see ARTICLE II, Section B, *infra*) or \_\_\_\_\_, whichever is later, through \_\_\_\_\_, unless this Contract is suspended or terminated pursuant to ARTICLE IV prior to the expiration date. **This Contract may be renewed through June 30, 2013, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. In addition to Section A above, it is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, 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 Contract Manager will notify CONTRACTOR when this certification is given.

## ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT** Dollars (**\$TOTAL**). ODJFS will pay an amount up to **SFY1 AMT** Dollars (**\$\$SFY 1**) for State Fiscal Year **SFY1** and up to **SFY2 AMT** Dollars (**\$\$SFY2**) for State Fiscal Year **SFY2** expressly for the completion of the Deliverables described in ARTICLE I. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.
- B. Compensation will be paid ...
- C. CONTRACTOR will submit three (3) copies of detailed invoices on a **monthly, quarterly, annual** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 38th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
  1. CONTRACTOR's name, complete address, and federal tax identification number;
  2. Contract number and dates;
  3. Purchase order number;
  4. Amount and purpose of the invoice;
  5. Description of Deliverables performed during the billing period; and

6. Receipt or other proof of costs paid by CONTRACTOR for which CONTRACTOR is seeking reimbursement.
- D. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date specified in ARTICLE II.
  - E. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than ninety (90) days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
  - F. Subject to the provisions of ORC 126.07 and 131.33, which will at all times govern this Contract, ODJFS represents that:
    1. It has adequate funds to meet its obligations under this Contract;
    2. It intends to maintain this Contract for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
    3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Agreement. CONTRACTOR 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 Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
  - G. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

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

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
  1. ODJFS loses funding as described in ARTICLE III, Section F;
  2. ODJFS discovers any illegal conduct by CONTRACTOR; or
  3. CONTRACTOR has violated any provision of ARTICLE VIII.
- D. Except as provided in Sections A and B of this ARTICLE V, CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section C, "persistent" means that ODJFS has notified CONTRACTOR three (3) times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period

than the thirty (30) calendar days generally applicable in this Section C. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.

- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
  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 Deliverables;
  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 Deliverables and includes the results accomplished and the conclusions reached through Deliverables; and
  4. Perform any other tasks ODJFS requires.
- F. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, 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 CONTRACTOR.
- G. If ODJFS terminates this Contract for any reason provided in this ARTICLE, except for termination at will pursuant to Section A or termination for loss of funding pursuant to Section B, ODJFS will be entitled to utilize another contractor to complete the Deliverables described in ARTICLE I of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section G is in addition to any other remedies available to ODJFS pursuant to this Contract.
- H. Upon CONTRACTOR's breach or default of provisions, obligations, or duties embodied in this Contract 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 CONTRACTOR fails to perform any obligation under this Contract 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 CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager pursuant to ARTICLE I, Section C of this Contract.
- B. Notices to ODJFS from CONTRACTOR that concern changes to CONTRACTOR'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 Contract 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 CONTRACTOR from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of the this Contract.

- D. All notices in accordance with Sections B and C of this ARTICLE will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

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

CONTRACTOR agrees that all records, documents, writings, and other information, created or used pursuant to this Contract will be treated according to the following terms, and that the terms will be included in any subcontracts executed for the performance of the Deliverables under this Contract:

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract 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. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract 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 CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODJFS provides to the specific Deliverables specified in ARTICLE I of this Contract. CONTRACTOR 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. CONTRACTOR agrees that the terms of this Section B will be included in any subcontract executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but are not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three (3) years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Circulars A-110, A-122, and A-133. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.
- E. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Section 1320 of the United States Code (42 USC 1320d -1320d(8)) and the implementing regulations found at Title 45, Parts 164.502 and 164.504 of the Code of Federal Regulations (45 CFR 164.502(e) and 164.504(e)) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). CONTRACTOR further agrees to include the terms of this Section E in any subcontracts that may be executed pursuant to this Contract.

#### **ARTICLE VII. AMENDMENT AND ASSIGNMENT**

- A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the

correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.

- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least 10 (ten) days prior to the desired effective date. CONTRACTOR 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 Contract amount specified in ARTICLE III of this Contract.

#### **ARTICLE VIII. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS**

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

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three (3) years preceding this Contract neither CONTRACTOR 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.** CONTRACTOR 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 Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.
  3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.
  4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
  5. **Material Assistance to Terrorist Organization.** CONTRACTOR affirms that CONTRACTOR, its principals, affiliated groups, or persons with a controlling interest in CONTRACTOR's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Americans with Disabilities.** CONTRACTOR, 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. CONTRACTOR 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 Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. CONTRACTOR will ensure that all applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training—including apprenticeship—or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status.
    - c. CONTRACTOR 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. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
  3. **Ethics Laws.** CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
  4. **Conflicts of Interest.**
    - a. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
    - b. CONTRACTOR 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. CONTRACTOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
    - c. CONTRACTOR agrees that CONTRACTOR, 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 CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising

interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.

5. **Lobbying Restrictions.**

- a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODJFS through this Contract 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. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

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

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

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

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

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

11. **Certification of Compliance.** CONTRACTOR 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.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR 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 Contract. CONTRACTOR 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, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR 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 Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. 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. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR 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 CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- D. **Liens.** CONTRACTOR 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 CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, 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 CONTRACTOR under this Contract.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE IV. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

## ARTICLE X. CONSTRUCTION

This Contract will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Contract be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Contract 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 Contract impossible.

Signature Page Follows:

Remainder of page intentionally left blank

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

**SIGNATURE PAGE**

**C-00-00-0000**

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

**Vendor Name**

Ohio Department of Job and Family Services

\_\_\_\_\_  
Authorized Signature (Blue Ink Please)

\_\_\_\_\_  
Douglas E. Lumpkin, Director

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Address**  
\_\_\_\_\_  
Address

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

# ATTACHMENT E

## Technical Proposal Score Sheet

### RFP: JFSR1011228051

#### PHASE I: Initial Qualifying Criteria

Vendor Name: \_\_\_\_\_

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

I T E M	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Reference	Y E S	N O
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	2.1 / 5.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1 / 5.2		
3	Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in <b>Attachment A</b> and <b>C</b> to the RFP?	5.2, B., 1. 8.18 / 8.19 8.20 / 8.23		
4	Did the vendor provide at least one completed project in the past three (3) years which demonstrates the vendor’s experience in community health and social services focusing on primary and secondary child maltreatment prevention projects with a capacity to conduct large-scale statewide research?	3.1, A.		
5	Did the vendor provide at least one completed project in the past three (3) years which demonstrates the vendor’s experience with conducting and completing a needs assessment including knowledge of child maltreatment (physical abuse, sexual abuse, neglect, etc.); experience with quantitative analysis (including data sets utilized at state or county levels); and experience with qualitative analysis?	3.1, B.		
6	Did the vendor provide at least one completed project in the past three (3) years which demonstrates the vendor’s experience in identifying indicators and outcomes and creating a logic model?	3.1, C.		
7	Did the vendor provide at least one completed project in the past three (3) years which demonstrates the vendor’s experience in conducting program evaluation including types of evaluations conducted, methodologies utilized and linkage of evaluation results with recommendations for program improvement?	3.1, D.		
8	Did the vendor provide at least one completed project in the past three (3) years which demonstrates the vendor’s experience in the inclusion and participation of culturally diverse populations in the design and implementation of the needs assessment and evaluation processes?	3.1, E.		
9	Did the vendor identify and assign a Project Lead who has at least three (3) years experience in supervision of research and analysis within the social sciences, including but not limited to research and analysis of child welfare and wellbeing [Note: The assigned Project Lead MAY NOT also serve as Lead Researcher.]?	3.1, F.		
10	Did the vendor identify and assign a Lead Researcher who has at least three (3) years experience in conducting research and analysis within the social sciences, including but not limited to research and analysis of child welfare and wellbeing?	3.1, G.		
11	Did the review team (in its initial/cursory review of the vendor’s proposal) determine that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP?	5.2, D. 8.5		

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

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by the State. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP, 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 RFP requirement was not addressed in the vendor’s proposal, **Score: 0**

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

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

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

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **475** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **609** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

I T E M #	<b>EVALUATION CRITERIA</b>	<b>RFP SEC. REF.</b>	<b>Weight</b>	<b>Doesn't Meet 0</b>	<b>Partially Meets 6</b>	<b>Meets 8</b>	<b>Exceeds 10</b>	<b>Extension</b>
<b>REQ. VENDOR INFO. &amp; CERTIFICATIONS</b>								
1	The vendor has included, properly completed and signed, the Required Vendor Information & Certifications as specified in the RFP.	5.2	0.5					
<b>VENDOR QUALIFICATIONS</b>								
<b>MANDATORY QUALIFICATIONS</b>								
2	The vendor has provided at least one completed project in the past three (3) years which demonstrates the vendor's experience in community health and social services focusing on primary and secondary child maltreatment prevention projects with a capacity to conduct large-scale statewide research.	3.1, A.	2					
3	The vendor has provided at least one completed project in the past three (3) years which demonstrates the vendor's experience with conducting and completing a needs assessment including knowledge of child maltreatment (physical abuse, sexual abuse, neglect, etc.); experience with quantitative analysis (including data sets utilized at state or county levels); and experience with qualitative analysis.	3.1, B.	2					
4	The vendor has provided at least one completed project in the past three (3) years which demonstrates the vendor's experience in identifying indicators and outcomes and creating a logic model.	3.1, C.	2					
5	The vendor has provided at least one completed project in the past three (3) years which demonstrates the vendor's experience in conducting program evaluation including types of evaluations conducted, methodologies utilized and linkage of evaluation results with recommendations for program improvement.	3.1, D.	2					
6	The vendor has provided at least one completed project in the past three (3) years which demonstrates the vendor's experience in the inclusion and participation of culturally diverse populations in the design and implementation of the needs assessment and evaluation processes.	3.1, E.	2					
7	The vendor has identified and assigned a Project Lead who has at least three (3) years experience in supervision of research and analysis within the social sciences, including but not limited to research and analysis of child welfare and wellbeing [Note: The assigned Project Lead MAY NOT also serve as Lead Researcher.].	3.1, F.	2					
8	The vendor has identified and assigned a Lead Researcher who has at least three (3) years experience in conducting research and analysis within the social sciences, including but not limited to research and analysis of child welfare and wellbeing.	3.1, G.	2					
<b>ORG. EXPERIENCE &amp; CAPABILITIES</b>								
9	The vendor has provided a detailed description of the vendor's qualifications and history of the vendor, as well as any relevant and current accreditations, standards and/or certifications that the vendor possesses.	3.2, A.	1					
10	The vendor has provided names and contact information for at least three (3) entities for which they have performed similar large scale projects in the past three (3) years.	3.2, B.	1					
11	The vendor has provided an appropriate management structure and staffing as documented in a current organizational chart/Table of Organization including a description of the key positions and the work each performs.	3.2, C.	1					
12	The vendor has defined how the vendor's organizational structure supports a project of this size and scope.	3.2, D.	1					
<b>STAFF EXPERIENCE &amp; CAPABILITIES</b>								
13	The vendor has identified, by position and by name, those staff they consider key to the project's success.	3.3, A.	1					
14	The vendor has identified and assigned a Project Lead who has at least three (3) years experience in supervision of research and analysis within the social sciences, including but not limited to research and analysis of child welfare and wellbeing [Note: The assigned Project Lead MAY NOT also serve as Lead Researcher.].	3.3,A1.	1					
15	The vendor has identified and assigned a Lead Researcher who has at least three (3) years experience in conducting research and analysis within the social sciences, including but not limited to research and analysis of child welfare and wellbeing.	3.3,A2.	1					
16	The vendor has provided a detailed description of each key position assigned to this project and the work each will perform.	3.3, B.	1					
17	The vendor has provided at least two (2) brief examples of previous research projects and applicable analysis completed by the assigned Lead Researcher and support staff.	3.3, C.	1					
18	The vendor has included resumes of all key staff [e.g., Project Lead, Lead Researcher, and support staff (FTEs, PTEs, Graduate Assistants, etc.)] expected to supervise and/or work on the project; including job titles, education, training and experience of key staff as it relates to this project.	3.3, D.	1					

I T E M #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
<b>SCOPE OF WORK &amp; SPECIFICATIONS OF DELIVERABLES</b>								
19	The vendor has provided a plan to conduct a statewide <u>and</u> county by county needs assessment outlining the occurrence of child maltreatment (physical abuse, sexual abuse, etc.) by age, race, etc.	4.3, A.1	2					
20	The vendor has provided a plan to conduct a quantitative analysis which identifies relevant data sources related to child maltreatment and well-being in Ohio, including those already being collected by state and local agencies as well as occasional or one-time original data collection efforts.	4.3, A.2	2					
21	The vendor has provided a plan to conduct a qualitative analysis resulting from conducting focus groups with agencies, coalitions, stakeholders, grantees, families served, etc. to solicit feedback.	4.3, A.3	2					
22	The vendor has provided a plan to prepare final needs assessment report and present to OCTF Board no later than June 30, 2011.	4.3, A.4	1					
23	The vendor has provided a plan demonstrating how they will complete a literature review summarizing best approaches to identifying and measuring indicators of child maltreatment and well-being, illustrated with examples of how other states and local jurisdictions use indicators in practice.	4.3, B.1	2					
24	The vendor has provided a plan demonstrating how they will put needs assessment product into logic model (tying needs assessment final product to outcomes for OCTF) format and develop a process for connecting to grantee models.	4.3, B.2	2					
25	The vendor has provided a plan to, by June 30, 2011, develop and present to OCTF Board a proposed logic model and solicit feedback.	4.3, B.3	1					
26	The vendor has provided a plan to create standardized approaches to conducting process and impact evaluations for all OCTF funded programs. Specifically, work with OCTF on developing realistic standards for assessing program fidelity and program effectiveness (e.g., common survey instrument and research design).	4.3, C.1	2					
27	The vendor has provided a plan to develop a process for identifying and supporting rigorous evaluation of promising indigenous (i.e., locally "home-grown") child abuse prevention efforts.	4.3, C.2	2					
28	The vendor has provided a plan to collect and analyze protective factor survey results from OCTF grantees.	4.3, C.3	2					
29	The vendor has provided a plan to monitor progress on indicators and outcomes identified in logic model.	4.3, C.4	2					
30	The vendor has provided a plan to collect and manage data.	4.3, C.5	2					
31	The vendor has provided a plan to facilitate state OCTF board process of using evaluation findings to inform state level planning.	4.3, C.6	2					
32	The vendor has provided a plan that demonstrates how they will propose a plan for sustainability of these efforts, either within the OCTF staffing levels or continued contracts with external entities, specifically with regards to data collection and analysis done by contractor.	4.3, C.7	2					
33	The vendor has provided a plan to utilize evaluation outcomes to assist OCTF in identifying successful delivery models to provide programs to the identified targeted areas of need; gaps in programs and barriers to accessing programs among diverse and special populations; recommendations on how OCTF can address the identified gaps and barriers.	4.3, C.8	2					
34	The vendor has included a plan to provide a quarterly written report and provide presentation to OCTF board on project progress.	4.3, D.1	1					
35	The vendor has included an affirmative statement that they will conduct presentations to OCTF board and stakeholder groups as requested by OCTF.	4.3, D.2	1					
36	The vendor has included a plan to provide an annual report of project deliverables completed.	4.3, D.3	1					
37	The vendor has included a plan to provide reports upon request by OCTF.	4.3, D.4	1					
38	The vendor has included a plan to provide technical assistance to OCTF on effectively implementing project deliverables.	4.3, D.5	1.5					
<b>ADMIN. STRUCTURES—PROPOSED WORK PLAN</b>								
39	The vendor has included a work plan detailing all tasks and applicable time frames needed to complete the Scope of Work and Deliverables identified in Sections 4.1 and 4.3 in accordance with contract time frames as specified in Section 4.2 of the RFP.	4.2	2					
<b>PROPOSAL ORGANIZATION</b>								
40	The vendor has submitted a proposal which complies with the specified submission format.	5.2	.25					

I T E M #	EVALUATION CRITERIA	RFP	Weight	Doesn't	Partially	Meets	Exceeds	Extension
		SEC. REF.		Meet 0	Meets 6	8	10	
41	The vendor has submitted a proposal which is free of self-promotional claims.	6.1	.25					
42	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	6.1	.25					
<b>TRADE SECRET INFORMATION</b>								
43	The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. [A "no" response will disqualify the vendor's proposal and will not advance to the consideration of the vendor's Cost Proposal.]	5.2, D. 8.5			YES	NO		
<b>PERSONAL CONFIDENTIAL INFORMATION</b>								
44	The vendor has not included any personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff in resumes or any other part of the proposal package. [A "no" response will disqualify the vendor's proposal and will not advance to the consideration of the vendor's Cost Proposal.]	2.2			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>TOTAL SCORE:</b>								

Based upon the Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 475 points.)

Yes \_\_\_\_\_ No \_\_\_\_\_ (If "No," Vendor's Cost Proposal will not be opened.)

If yes, has the vendor provided evidence of having an Ohio presence? If there is no demonstrated Ohio presence, the vendor's proposal advances to Phase III review but the final technical score remains unchanged. If there is a demonstrated Ohio presence, the vendor's technical score is increased by five (5) points for the Phase III review.

PHASE II B.— Additional Consideration for an Ohio Presence	4.24 & 6.1, B.	NO – Phase II A technical score unchanged	YES - Phase II A technical score plus 5 pts.
Has the vendor provided evidence of having an Ohio presence?			
<b>GRAND TOTAL SCORE [Phase II A. + Phase II B. score]:</b>			

## **ATTACHMENT F**

### **PART I: Cost Narrative**

Vendors are required to use the format in **Attachment F, Cost Proposal Form**, to submit their cost proposal for SFYs 11, 12 and 13. Vendors are required to include a detailed cost narrative which clearly explains any costs which the vendor has chosen to combine, to explain how hourly rates were achieved, or to make the connections between costs and the technical proposal. Administrative costs shall not exceed 20% of the vendor's proposed cost per SFY.

Travel may be included (up to the maximum state mileage rate) but must follow certain restrictions. The State reserves the right to deny reimbursement, in total or part, to any contractor which exceeds the maximum allowable amount or which violates OBM's Travel Policy (See <http://obm.ohio.gov/MiscPages/Publish/TravelPolicy.aspx>).

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



## PART II: Cost Proposal Form

Vendors are to complete the Cost Proposal Form, provided as **Attachment F**, to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The Cost Proposal Form requires interested vendors to provide a group of individual prices for those services defined in Section 4.3 Specifications of Deliverables. Vendors are to use their professional comprehension of the effort required to perform those services and to offer to ODJFS its flat, all-inclusive fee for performing each. The prices offered in the vendor's Cost Proposal will be the prices in effect throughout the contract period, including any renewal contracts, as described in Section 1.4, Time Frames & Funding Source, of this RFP.

In calculating their total proposed cost, vendors must consider cost resulting from each deliverable listed in Section 4.3 of this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities (whether explicitly identified by ODJFS in this RFP or not). Section 4.3, Deliverables A & B will be funded in SFY 2011. Section 4.3, Deliverable C will begin in SFY 2011 with regards to identification of OCTF programs, levels of evidence and analysis of current evaluation tools being utilized. Program evaluation can be expected to begin in SFY 2012 and continue through SFY 2013. Reporting will occur in all years of contract (SFY 2011 – 2013). Continuation of contract through years 2012 – 2013 will be contingent on performance of deliverables in SFY 2011, availability of funding, etc.

Deliverable	SFY 2011	SFY 2012	SFY 2013	Total Deliverable Cost for All SFYs
<b>Deliverable A: Completion of Needs Assessment</b>	\$			\$
<b>Deliverable B: Creation of logic model</b>	\$			\$
<b>Deliverable C: Evaluation of Programs</b>		\$	\$	\$
<b>Deliverable D: Reporting and Technical Assistance</b>	\$	\$	\$	\$
<b>SFY 11 Grand Total</b>	\$			
<b>SFY 12 Grand Total</b>		\$		
<b>SFY 13 Grand Total</b>			\$	
<b>Project Grand Total</b>				\$

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

\_\_\_\_\_  
Name (Signature) and Title

\_\_\_\_\_  
Date of Signature

Representative Edna Brown  
Chairman



Candace L. Novak  
Executive Director

The mission of the Ohio Children's Trust Fund is to prevent child abuse and neglect through investing in strong communities, healthy families and safe children. It is our vision that every child will grow up nurtured by a network of strong communities and healthy families.

All Ohioans share a responsibility to support children and promote safe and stable families. Research has shown that toxic stress from child abuse and neglect impedes healthy brain development and effective child development is effective economic development. As a result, child abuse and neglect prevention is the most critical issue we can address for the long-term prosperity of our state and nation.

The Ohio Children's Trust Fund was created in 1984 and is Ohio's sole public funding source dedicated to the primary and secondary prevention of child abuse and neglect. The Ohio Children's Trust Fund is governed by a board of fifteen including eight public appointees by the Governor, four legislative members and three agency directors (Ohio Departments of Health, Job and Family Services and Alcohol and Drug Addiction Services). The Board supervises the policies and programs of the Fund and the Ohio Department of Job and Family Services serves as the administrative agent for procurement and budgeting purposes.

The Ohio Children's Trust Fund is funded with fees collected at the local level on certified copies of birth certificates, death certificates and divorce decrees and dissolutions which annually yields approximately \$4 million in revenue. In addition, the Trust Fund is Ohio's lead agency on the United States Department of Health and Human Services Community Based Child Abuse Prevention (CBCAP) grant which annually yields approximately \$1 million. These dollars are invested in prevention programs at the local level by partnering with Ohio's 88 Family and Children First Councils for primary and secondary prevention, contracting with child advocacy centers for primary prevention and other statewide discretionary projects identified by the Board.

Programmatically, the OCTF funds the following initiatives:

*Family Support and Education Programs*

Through local Family and Children First Councils, a variety of evidence based or promising practices family support and education programs are protecting Ohio's children:

Good Touch - Bad Touch (Child Help)  
Child Lures Prevention Program  
Second-Step Program (\*Pre-k and 1-5 yrs programs)  
Systemic Training for Effective Parenting (STEP)  
Darkness to Light: Stewards of Children  
Strengthening Families through Early Care and Education  
Strengthening Families (10- 14)  
Parents As Teachers  
Nurturing Parent Program  
Child Assault Prevention (CAP)  
Triple P - Positive Parenting Program  
Active Parenting Now  
Multi-System Therapy (MST)  
Help Us Grow Safely (HUGS)  
Promoting Alternative Thinking Strategies (PATHS) program

Talking about Touching  
Body Safety Program  
1-2-3-4 Parents (1-4)  
1-2-3 Magic  
PCAN  
Incredible Years  
Born Learning  
Wrap Around  
Parenting Wisely

### Strengthening Families Ohio

The goal of Strengthening Families Ohio is to prevent child abuse and neglect by providing a common framework and a set of tools to all individuals, organizations and systems that touch the lives of young children and their families. Working with child care professionals, child welfare professionals and community organizations, the Ohio Children's Trust Fund will help facilitate the integration of state prevention strategies, strengthen families within the early care and education and child welfare systems and engage parents and communities in building protective factors. For more information on this evidence based program, please visit <http://www.strengtheningfamilies.net/index.php>

### Stewards of Children Sexual Abuse Prevention

The goal of the Stewards of Children program is to empower and educate adults and communities on simple steps that can be taken to keep a child safe from sexual abuse while in the care of others. For more information on this evidence based program, please visit <http://www.darkness2light.org/>

### Public Awareness and Advocacy

Every year, the Ohio Children's Trust Fund coordinates activities for April Child Abuse and Neglect Prevention Month. April 2010 marked the first time that the Trust Fund sponsored the statewide implementation of the Pinwheels for Prevention public awareness campaign. The theme for this year's campaign was, "Pinwheels for Prevention: It's Your Turn to Raise the Leaders of Tomorrow." During April, the OCTF distributed more than 116,000 pinwheels. The blue and silver pinwheels served as a reminder that: an investment in children is an investment in community and economic development; when we support communities, we support the families that live in them; and when families are supported, children are more likely to grow up happy and healthy, free from the risk of maltreatment. The pinwheels also serve as a beacon that we all have a responsibility to do our part to build safe communities, strong families and healthy children.

Additional public awareness and advocacy efforts during April 2010 included public service announcements, displays in state buildings, a media release in support of the Governor's proclamation, and Senate and House resolutions. In addition, the Ohio Children's Trust Fund provided funding for each children services agency in Ohio to sponsor their own prevention events within their communities.

We invite you to visit the OCTF website (<http://www.jfs.ohio.gov/octf>), where you can find examples of the Trust Fund's public awareness and advocacy.

### Incredible Years

The Ohio Children's Trust Fund is providing funding for organizations around Ohio to implement the Incredible Years evidence based curriculum. *The Incredible Years* are research-based, proven effective programs for reducing children's aggression and behavior problems and increasing social competence at home and at school. The Incredible Years: Parents, Teachers, and Children Training Series is a comprehensive set of curricula designed to promote social competence and prevent, reduce, and treat aggression and related conduct problems in babies, toddlers, young children, and school-aged children. The interventions that make up this series—parent training, teacher training, and child training programs are guided by developmental theory concerning the role of multiple interacting risk and protective factors (child, family, and school) in the development of conduct problem.

### Child Advocacy Centers

Within a Children's Advocacy Center, agencies and professionals work together to reduce the trauma young victims experience from interaction with a confusing system and to enhance the system's ability to respond to child maltreatment. The benefits of a Children's Advocacy Center are immediately apparent: consistent and fast follow-up to abuse reports; medical and mental health referrals that more effectively help the child; a dramatic reduction in the number of interviews that a child must undergo; increased successful prosecutions; and most important, consistent and compassionate support for the child and family. The Ohio Children's Trust Fund provides start-up funding for new advocacy centers in Ohio as well as investing in ongoing primary prevention strategies.

### Alternative Response Pilot Project

The Ohio Children's Trust Fund is a proud investor in Ohio's Alternative Response Pilot Project (July 2008 – January 2010). Alternative Response is a family-engagement approach to child protective services (CPS) designed to help protect children and ensure their safety and well-being by providing needed services that strengthen and

support families. Alternative Response builds collaborative connections among the child protection agency, community agencies and families so that families can identify concerns and meet their needs using available supports and services.

The OCTF will continue to be a key player with all of the partners working on Ohio's Alternative Response Project including the AIM Team (composed of the American Humane Association, the Institute of Applied Research and a team from Minnesota), the Supreme Court of Ohio, the Ohio Department of Job and Family Services' Office of Children and Families, Casey Family Programs and the Public Children Services Association of Ohio.

In addition to its' ongoing relationship with these Alternative Response partners, the Trust Fund will soon be inviting proposals from all 88 Ohio counties to develop and implement a model of community response to offer community initiated supports to families. Funded models will use a multidisciplinary local community coordinating structure to oversee provision of comprehensive services to families facing multiple challenges. Community Response models are aimed at families referred to public children services' agencies (PCSAs), but closed at initial assessment with no identified safety risks. The services provided are voluntary and dependent upon family engagement. The goal of this model is to increase the family's protective capacities through service linkages, case advocacy and connections to both formal and informal resources. This approach relies on the development of collaborative partnerships involving child welfare, contract agencies and community providers. Intended outcomes of the Community Response model include the prevention of child abuse and neglect, the reduction of re-referrals to PCSAs, the connecting of families to services and benefits based on need and eligibility and the strengthening of families' ability to access community resources independently.

For more information about the Ohio Children's Trust Fund, please contact Candace Novak, Executive Director at (614) 466-7675 or [candace.novak@jfs.ohio.gov](mailto:candace.novak@jfs.ohio.gov).

# PROTECTIVE FACTORS SURVEY

(Program Information-- For Staff Use Only)

Agency ID \_\_\_\_\_

Participant ID # \_\_\_\_\_

Is this a  Pretest?  Post test?

1. Date survey completed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

2. How was the survey completed?

- Completed in face to face interview
- Completed by participant with program staff available to explain items as needed
- Completed by participant without program staff present

3. Has the participant had any involvement with Child Protective Services?

- NO
- YES
- NOT SURE

4. (A) Date participant began program (complete for pretest) \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

4. (B) Date participant completed program (complete at post test) \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

5. **Type of Services:** Identify the type of program that most accurately describes the services the participant is receiving. Check all that apply.

- Parent Education
- Parent Support Group
- Parent/Child Interaction
- Advocacy (self, community)
- Fatherhood Program
- Planned and/or Crisis Respite
- Homeless/Transitional Housing
- Resource and Referral
- Family Resource Center
- Skill Building/Ed for Children
- Adult Education (i.e. GED/Ed)
- Job Skills/Employment Prep
- Pre-Natal Class
- Family Literacy
- Marriage Strengthening/Prep
- Home Visiting
- Other (If you are using a specific curriculum, please name it here) \_\_\_\_\_

6.) **Participant's Attendance:** (Estimate if necessary)

A) **Answer at Pretest:** Number of hours of service offered to the consumer: \_\_\_\_\_

B) **Answer at Post-test:** Number of hours of service received by the consumer: \_\_\_\_\_



# PROTECTIVE FACTORS SURVEY

Agency ID \_\_\_\_\_

Participant ID # \_\_\_\_\_

1. Date Survey Completed: / / 2. Sex:  Male  Female 3. Age (in years): \_\_\_\_\_

**4. Race/Ethnicity. (Please choose the ONE that best describes what you consider yourself to be)**

- |  |   |
|--|---|
| <input type="checkbox"/> A Native American or Alaskan Native | <input type="checkbox"/> B Asian                                  |
| <input type="checkbox"/> C African American                  | <input type="checkbox"/> D African Nationals/Caribbean Islanders  |
| <input type="checkbox"/> E Hispanic or Latino                | <input type="checkbox"/> F Middle Eastern                         |
| <input type="checkbox"/> G Native Hawaiian/Pacific Islanders | <input type="checkbox"/> H White (Non Hispanic/European American) |
| <input type="checkbox"/> I. Multi-racial                     | <input type="checkbox"/> J Other _____                            |

**5. Marital Status:**

- A Married  B Partnered  C Single  D Divorced  E Widowed  F Separated

**6. Family Housing:**

- A Own  B Rent  C Shared housing with relatives/friends  
 D Temporary (shelter, temporary with friends/relatives)  E Homeless

**7. Family Income:**

- A \$0-\$10,000  B \$10,001-\$20,000  C \$20,001-\$30,000  
 D \$30,001-\$40,000  E \$40,001-\$50,000  F more than \$50,001

**8. Highest Level of Education:**

- A Elementary or junior high school  B Some high school  C High school diploma or GED  
 D Trade/Vocational Training  E Some college  F 2-year college degree (Associate's)  
 G 4-year college degree (Bachelor's)  H Master's degree  I PhD or other advanced degree

**9. Which, if any, of the following do you currently receive? (Check all that apply)**

- A Food Stamps  B Medicaid (State Health Insurance)  C Earned Income Tax Credit  
 D TANF  E Head Start/Early Head Start Services  F None of the above

**10. Please tell us about the children living in your household.**

Child 1:  Male  Female Your relation-  A Birth parent  B Adoptive parent  C Grand/Great Grandparent  
DOB / / ship to child  D Sibling  E Other relative  F Foster-parent  G other

Child 2:  Male  Female Your relation-  A Birth parent  B Adoptive parent  C Grand/Great Grandparent  
DOB / / ship to child  D Sibling  E Other relative  F Foster-parent  G other

Child 3:  Male  Female Your relation-  A Birth parent  B Adoptive parent  C Grand/Great Grandparent  
DOB / / ship to child  D Sibling  E Other relative  F Foster-parent  G other

Child 4:  Male  Female Your relation-  A Birth parent  B Adoptive parent  C Grand/Great Grandparent  
DOB / / ship to child  D Sibling  E Other relative  F Foster-parent  G other

*If more than 4 children, please use space provided on the back of this sheet.*



# PROTECTIVE FACTORS SURVEY

**Part I.** Please **circle** the number that describes how often the statements are true for you or your family. The numbers represent a scale from 1 to 7 where each of the numbers represents a different amount of time. The number 4 means that the statement is true about half the time.

	Never	Very Rarely	Rarely	About Half the Time	Frequently	Very Frequently	Always
1. In my family, we talk about problems.	1	2	3	4	5	6	7
2. When we argue, my family listens to "both sides of the story."	1	2	3	4	5	6	7
3. In my family, we take time to listen to each other.	1	2	3	4	5	6	7
4. My family pulls together when things are stressful.	1	2	3	4	5	6	7
5. My family is able to solve our problems.	1	2	3	4	5	6	7

**Part II.** Please **circle** the number that best describes how much you agree or disagree with the statement.

	Strongly Disagree	Mostly Disagree	Slightly Disagree	Neutral	Slightly Agree	Mostly Agree	Strongly Agree
6. I have others who will listen when I need to talk about my problems.	1	2	3	4	5	6	7
7. When I am lonely, there are several people I can talk to.	1	2	3	4	5	6	7
8. I would have no idea where to turn if my family needed food or housing.	1	2	3	4	5	6	7
9. I wouldn't know where to go for help if I had trouble making ends meet.	1	2	3	4	5	6	7
10. If there is a crisis, I have others I can talk to.	1	2	3	4	5	6	7
11. If I needed help finding a job, I wouldn't know where to go for help.	1	2	3	4	5	6	7



# PROTECTIVE FACTORS SURVEY

**Part III.** This part of the survey asks about parenting and your relationship with your child. For this section, please focus on the child that you hope will benefit most from your participation in our services. Please write the child's age or date of birth and then answer questions with this child in mind.

Child's Age \_\_\_\_\_ or DOB \_\_\_\_/\_\_\_\_/\_\_\_\_

	Strongly Disagree	Mostly Disagree	Slightly Disagree	Neutral	Slightly Agree	Mostly Agree	Strongly Agree
12. There are many times when I don't know what to do as a parent.	1	2	3	4	5	6	7
13. I know how to help my child learn.	1	2	3	4	5	6	7
14. My child misbehaves just to upset me.	1	2	3	4	5	6	7

**Part IV.** Please tell us how often each of the following happens in your family.

	Never	Very Rarely	Rarely	About Half the Time	Frequently	Very Frequently	Always
15. I praise my child when he/she behaves well.	1	2	3	4	5	6	7
16. When I discipline my child, I lose control.	1	2	3	4	5	6	7
17. I am happy being with my child.	1	2	3	4	5	6	7
18. My child and I are very close to each other.	1	2	3	4	5	6	7
19. I am able to soothe my child when he/she is upset.	1	2	3	4	5	6	7
20. I spend time with my child doing what he/she likes to do.	1	2	3	4	5	6	7

*This survey was developed by the FRIENDS National Resource Center for Community-Based Child Abuse Prevention in partnership with the University of Kansas Institute for Educational Research & Public Service through funding provided by the US Department of Health and Human Services.*





# The Protective Factors Survey

## User Manual



FRIENDS National Resource Center for Community Based Child Abuse Prevention  
*A Service of the Children's Bureau*

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# The Protective Factors Survey

A guide to administering the Protective Factors Survey

March 2008

Prepared by the Institute for  
Educational Research and Public  
Service at the University of Kansas



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## Introduction

Though there are numerous instruments designed to measure individual protective factors, there is not currently a single instrument that assesses *multiple protective factors* against child abuse and neglect. In 2004, The FRIENDS National Resource Center for Community-Based Child Abuse Prevention began a project to develop a Protective Factors Survey (PFS) for its network of federally-funded Community Based Child Abuse Prevention (CBCAP) programs. This project was initiated to help programs better assess changes in *family protective factors*, a major focus of prevention work.

The PFS is a product of the FRIENDS Network in collaboration with the University of Kansas Institute for Educational Research and Public Service. The instrument was developed with the advice and assistance of researchers, administrators, workers, and experts specializing in family support and maltreatment and psychological measurement. The survey has undergone three national field tests.

## Purpose and Use

The PFS is designed for use with caregivers receiving child abuse prevention services. The instrument measures protective factors in five areas: family functioning/resiliency, social emotional support, concrete support, nurturing and attachment, and knowledge of parenting/child development. Workers can administer the survey before, during, or after services.

The primary purpose of the Protective Factors Survey is to provide feedback to agencies for continuous improvement and evaluation purposes. The survey results are designed to provide agencies with the following information:

- A snapshot of the families they serve
- Changes in protective factors
- Areas where workers can focus on increasing individual family protective factors

The PFS is not intended for individual assessment, placement, or diagnostic purposes. Agencies should rely on other instruments for clinical use.

## Description

The Protective Factors Survey is a pencil and paper survey. The instrument is divided into two sections, the first section to be completed by a staff member and the second section to be completed by a program participant.

### **Protective Factors Survey – For Staff Use Only Form**

The purpose of the Protective Factors Survey – For Staff Use Only Form is to gather demographic information about the participant. Program staff who are knowledgeable about the participant are asked to complete this section. The Staff Form contains two sets of questions: 1) participant's survey experience, including the administration date, supports provided, and language version used, and 2) program dosage, specifically participant's length of involvement and types of services received.

### **Protective Factors Survey**

The Protective Factors Survey contains the core questions of the survey. This part is designed for program participants who have received or are currently receiving prevention services. In the demographic section, participants are asked to provide details about their family composition, income, and involvement in services. In the family protective factors section, participants are asked to respond to a series of statements about their family, using a seven-point frequency or agreement scale. The following table provides a brief summary of the multiple protective factors covered in the survey.

### **Protective Factors Covered in the PFS**

<b>Protective Factor</b>	<b>Definition</b>
Family Functioning/ Resiliency	Having adaptive skills and strategies to persevere in times of crisis. Family's ability to openly share positive and negative experiences and mobilize to accept, solve, and manage problems.
Social Emotional Support	Perceived informal support (from family, friends, and neighbors) that helps provide for emotional needs.
Concrete Support	Perceived access to tangible goods and services to help families cope with stress, particularly in times of crisis or intensified need.
Child Development/ Knowledge of Parenting	Understanding and utilizing effective child management techniques and having age-appropriate expectations for children's abilities.
Nurturing and Attachment	The emotional tie along with a pattern of positive interaction between the parent and child that develops over time.

## **Section I**

### **Instructions for Staff**

Preparing the Survey  
Administering the Survey

## Preparing the Survey

The PFS survey kit contains all the materials that staff will need to prepare the surveys. Although materials can be shared among staff, it is highly recommended that one person be responsible for preparing the survey materials for the agency. Agencies should prepare the surveys several days prior to survey administration, following the steps listed below:

1. **Prepare the Informed Consent Statement.** Staff will need to create an Informed Consent Statement to fit the consent requirements of their organization. Each agency probably has a protocol or statement for collecting data. Agencies should only use the statement approved by their agency or IRB. If agencies do not have an informed consent statement, an example is included in the survey kit (see Section IV). Agencies can modify this one or write their own.
2. **Create survey packets.** Using the master CD located in the survey kit, staff should make one copy of the survey materials for each program participant. Copies of the Informed Consent Statement should also be made. Staff should staple the survey materials together and double-check the page numbers to make sure survey questions are presented in the order as they appear on the electronic copy given to each agency.
3. **Put participant ID number on surveys.** A participant ID number is required to process the survey data. Agencies should use existing case/client ID numbers. This number will allow staff to administer the second round of surveys to the same participants. There are two places that the participant ID needs to be provided (on the cover sheet of the Protective Factors Survey – For Staff Use Only Form and on the first page of the Protective Factors Survey).

## Administering the Survey

The survey will take approximately 10-15 minutes to complete. The survey should be administered in a comfortable setting at a time when participants are not easily distracted and can concentrate on the items. Staff are welcome to provide refreshments to participants as long as access to refreshments is not tied directly to completion of the survey.

The survey is designed to be administered in person. Surveys can be administered in a group setting or in one-on-one interviews. The role of staff in the survey process is to facilitate understanding, but not to tell participants how to answer. It is critical that staff members present the survey in a consistent way to all participants. We strongly recommend that staff review the

manual prior to survey administration so that all participants receive the same instructions.

Below is a list of recommended steps for the survey process to ensure consistent data collection. These steps have been written for staff administering the survey in a group setting. Modifications can be made if a different format (i.e. interviews) is used.

- 1) **Hand out survey packets.** Each participant should receive a survey packet with his/her participant ID number at the top of the survey. Staff should make sure the participant ID number that is written on the packet corresponds with the participant.
- 2) **Introduce the survey.** Staff should introduce the survey by reading the introductory statement to participants (see “Introducing the Survey” on page 10). After the introduction, staff should give participants a few minutes to read the Informed Consent Statement and sign it if necessary.
- 3) **Provide alternative arrangements for non-participants.** Alternative arrangements should be provided to participants who decide not to complete the survey. This might include leaving early or providing other activities for them. Staff should discretely provide instructions to non-participants.
- 4) **Direct participants to the second page of the survey.** The survey starts on the second page of the packet for participants. Staff should instruct participants to skip the cover sheet (For Staff Use Only) and proceed to page one of the survey.
- 5) **Review general survey instructions with participants.** Staff should review general instructions with participants using the script provided in the manual (see “Reviewing Instructions with Participants” on page 11). It is important that staff provide instructions regarding identification of the target child to all participants.
- 6) **Start survey.** The participant demographic questions start on page one of the survey packet. Staff should instruct participants to begin the survey. If participants have questions about specific items, staff should provide assistance. Staff can utilize the paraphrasing provided in the manual (Section III) to answer questions.
- 7) **Collect surveys.** Upon completion, surveys should be collected from participants. If there were any unusual circumstances surrounding the survey administration, staff should note that on the survey.
- 8) **Complete “For Staff Use Only” Form.** The cover sheet of the survey contains the demographic questions that must be completed by a staff member familiar with the program participant. Instructions for completing the demographic questions are provided in the next section.



## **Section II**

### **Survey Scripts**

Introducing the Survey  
Reviewing Instructions with Participants

## Introducing the Survey

“I am going to ask you to complete a survey. This survey will help us better understand the needs of the families we serve. We want to provide the best services that we can to all of our parents and families, and this is one way to help us keep on track.

The survey contains questions about your experiences as a parent and your outlook on life in general. The content of the survey should cause no more discomfort than you would experience in everyday life. All of the information that you share with us will be kept confidential and you do not have to put your name anywhere on the survey. The services you receive will not be affected by any answers that you give us in this survey.

Do you have any questions about the survey?”

*(Answer participant questions)*

[FOR AGENCIES WITH INFORMED CONSENT  
REQUIREMENTS]

“On the front page of the survey is an Informed Consent Form. This is a document for our records that will be kept separate from the survey. This document tells us whether or not you have agreed to participate in the survey. You do not need to take this survey if you do not want to and the services you receive will not be taken away or changed if you do not take the survey. Please take a few minutes to read the first page of the survey. When you are finished, please check off the appropriate box and sign the form.”

*(Check to make sure informed consent forms are completed  
before proceeding)*

## Reviewing Instructions with Participants

“This survey contains two different sections that you will need to complete. The first section asks for background information about you and your family. You may have already given us some of this information, and we thank you for giving it to us again today so that our survey information can be as complete as possible.

The second section asks about your parenting experiences and your general outlook on life. Please remember that this is not a test, so there are no right or wrong answers. You should choose the best answer for you and your family.

You will notice that the answer choices are on a number scale. Please respond by circling the number that best describes your situation. If you do not find an answer that fits perfectly, circle the one that comes closest.

There is one section in the survey that asks you to focus on the child that you hope will benefit most from your participation in our services. For these questions, it is important that you answer only with that child in mind. Please remember to fill in the space with the child’s age so that we can better understand your responses.

When you are finished with the survey you can pass it back to me. If at any time you have questions about the survey, just let me know and I can help you.”

## **Section III**

### **Survey Clarifications**

Clarifications on the “For Staff Use Only” Form  
Paraphrasing Instructions

## Clarifications on the “For Staff Use Only” Form

### Agency ID

Please provide the name of your agency.

### Participant ID#

Participants do not need to give their names, however a unique participant ID is necessary to process the survey. The participant ID number should be the case/client ID number that the agency uses to track the participant.

### Is this a Pretest or Post test?

Please indicate whether the survey being administered is a pretest (given at the initiation of services) or a post test (given at the end of services).

#### 1) Date survey completed

Provide the month, date and year that the survey was completed. Please use the four-digit year (for example, 2007 instead of 07).

#### 2) How was the survey completed?

Please check the most appropriate response:

- “Completed in a face to face interview” if you met individually with the participant and filled it out together.
- “Completed by participant with program staff available to explain items as needed” if the participant filled it out with help from staff.
- “Completed by participant without program staff present” if the participant had no staff assistance.

#### 3) Has the participant had any involvement with Child Protective Services?

Check the most appropriate box:

- NO if you know that the participant has not had involvement with CPS.
- YES if you know that the participant has had involvement with CPS.
- NOT SURE if you do not know whether or not the participant has had involvement with CPS.

#### 4A) Date participant began program (complete for pretest)

Provide the month, date and year that the participant began receiving services from your program. Please use the four-digit year (for example, 2007 instead of 07).

#### 4B) Date participant completed program (complete for post test)

Provide the month, date and year that the participant completed services from your program. Please use the four-digit year (for example, 2007 instead of 07).

#### 5) Type of Services

Identify all of the services that the participant is currently receiving. If you do not find one that matches your program's services, select “other” and provide a two- to four-word description of the program.

#### 6) Service Intensity

A. (COMPLETE AT PRETEST) Estimate the number of hours of service the participant will be offered during the program. You should add up the hours across all services that the participant receives.

B. (COMPLETE AT POST TEST) Estimate the number of hours of service the participant has received since he/she started the program. You should add up the hours across all services that the participant receives.

# PROTECTIVE FACTORS SURVEY

## FOR STAFF USE ONLY:

Agency ID \_\_\_\_\_

Participant ID # \_\_\_\_\_

Is this a  Pretest?  Post test?

1. Date survey completed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

2. How was the survey completed?

- Completed in face to face interview
- Completed by participant with program staff available to explain items as needed
- Completed by participant without program staff present

3. Has the participant had any involvement with Child Protective Services?

- NO
- YES
- NOT SURE

4. (A) Date participant began program (complete for pretest) \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

4. (B) Date participant completed program (complete at post test) \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

5. **Type of Services:** Identify the type of program that most accurately describes the services the participant is receiving. Check all that apply.

- Parent Education
- Parent Support Group
- Parent/Child Interaction
- Advocacy (self, community)
- Fatherhood Program
- Planned and/or Crisis Respite
- Homeless/Transitional Housing
- Resource and Referral
- Family Resource Center
- Skill Building/Ed for Children
- Adult Education (i.e. GED/Ed)
- Job Skills/Employment Prep
- Pre-Natal Class
- Family Literacy
- Marriage Strengthening/Prep
- Home Visiting
- Other (If you are using a specific curriculum, please name it here) \_\_\_\_\_

6.) **Participant's Attendance:** (Estimate if necessary)

A) **Answer at Pretest:** Number of hours of service offered to the consumer: \_\_\_\_\_

B) **Answer at Post-test:** Number of hours of service received by the consumer: \_\_\_\_\_

## Paraphrasing Instructions for the Participant Form

Occasionally participants need further clarification in order to answer the questions. It is important that staff provide the same explanations to participants so that the survey administration is consistent. The paraphrasing provided below is intended for use by staff during the survey process. If a question arises, staff should rely on the paraphrasing to assist participants.

### Demographic Information, Questions 1 - 10

**Agency ID #**

[The Agency ID # will be provided by the program staff]

**Participant ID#**

[The Participant ID # will be provided by the program staff]

**1) Date survey completed**

Write today's date. Please use the four-digit year (for example, 2007 instead of 07).

**2) Sex**

Are you a male or a female?

**3) Age (in years)**

Write your current age.

**4) Race/Ethnicity**

Select the race/ethnicity that best describes you. If the categories do not describe your race/ethnicity, select "other" and provide a description.

**5) Marital Status**

Select the box that best describes your current marital status.

**6) Family Housing**

Select the box the best describes what type of home your family current lives in. "Temporary" means that you have places to stay, but that you do not have an on-going residency in a household.

**7) Family Income**

The family income refers to the combined annual income of all family members in the household and could include earned income, child support, and Social Security payments among other sources.

**8) Highest Level of Education**

Select the box that best describes the highest level of education that you completed.

**9) Which of the following do you currently receive?**

Select all categories of assistance that you or anyone in your household currently receives.

**10) Children in Your Household**

List all of the children that are a part of your household. For each child, identify the child's gender, date of birth, and *your* relationship to that child. If you have more than four children, continue the list on the back of the sheet.

Agency ID \_\_\_\_\_

Participant ID # \_\_\_\_\_

1. Date Survey Completed: / /

2. Sex:  Male  Female

3. Age (in years): \_\_\_\_\_

**4. Race/Ethnicity. (Please choose the ONE that best describes what you consider yourself to be)**

A Native American or Alaskan Native

B Asian

C African American

D African Nationals/Caribbean Islanders

E Hispanic or Latino

F Middle Eastern

G Native Hawaiian/Pacific Islanders

H White (Non Hispanic/European American)

I. Multi-racial

J Other \_\_\_\_\_

**5. Marital Status:**

A Married

B Partnered

C Single

D Divorced

E Widowed

F Separated

**6. Family Housing:**

A Own

B Rent

C Shared housing with relatives/friends

D Temporary (shelter, temporary with friends/relatives)

E Homeless

**7. Family Income:**

A \$0-\$10,000

B \$10,001-\$20,000

C \$20,001-\$30,000

D \$30,001-\$40,000

E \$40,001-\$50,000

F more than \$50,001

**8. Highest Level of Education:**

A Elementary or junior high school

B Some high school

C High school diploma or GED

D Trade/Vocational Training

E Some college

F 2-year college degree (Associate's)

G 4-year college degree (Bachelor's)

H Master's degree

I PhD or other advanced degree

**9. Which, if any, of the following do you currently receive? (Check all that apply)**

A Food Stamps

B Medicaid (State Health Insurance)

C Earned Income Tax Credit

D TANF

E Head Start/Early Head Start Services

F None of the above

**10. Please tell us about the children living in your household.**

Child 1: Male Female

Your relation-

A Birth parent

B Adoptive parent

C Grand/Great Grandparent

DOB / /

ship to child

D Sibling

E Other relative

F Foster-parent

G Other

Child 2: Male Female

Your relation-

A Birth parent

B Adoptive parent

C Grand/Great Grandparent

DOB / /

ship to child

D Sibling

E Other relative

F Foster-parent

G Other

Child 3: Male Female

Your relation-

A Birth parent

B Adoptive parent

C Grand/Great Grandparent

DOB / /

ship to child

D Sibling

E Other relative

F Foster-parent

G Other

Child 4: Male Female

Your relation-

A Birth parent

B Adoptive parent

C Grand/Great Grandparent

DOB / /

ship to child

D Sibling

E Other relative

F Foster-parent

G Other

*If more than 4 children, please use space provided on the back of this sheet.*



## Paraphrasing Instructions for the Participant Form

### Protective Factors Survey, Questions 1-11

- 1) **In my family, we talk about problems.**  
When your family has a problem, how often does your family sit down and talk about it?
- 2) **When we argue, my family listens to “both sides of the story.”**  
When there are disagreements in your family, how much of the time does each person get to share their side in an argument?
- 3) **In my family, we take time to listen to each other.**  
How much of the time does your family listen to each other?
- 4) **My family pulls together when things are stressful.**  
When your family is facing a hard time, how much of the time do you work together?
- 5) **My family is able to solve our problems.**  
When your family has a problem, how much of the time are you able to come up with solutions?
- 6) **I have others who will listen when I need to talk about my problems.**  
Do you have family, friends, neighbors or professionals who you can tell your problems to?
- 7) **When I am lonely, there are several people I can talk to.**  
Do you have family, friends, neighbors, or professionals who you can talk to when you are lonely?
- 8) **I would have no idea where to turn if my family needed food or housing.**  
When you need food or housing, you don't know about any available resources.
- 9) **I wouldn't know where to go for help if I had trouble making ends meet.**  
You don't know where to get assistance when you need help paying your bills.
- 10) **If there is a crisis, I have others I can talk to.**  
If you are faced with an emergency or an urgent situation, you have others you can talk to.
- 11) **If I needed help finding a job, I wouldn't know where to go for help.**  
I don't where to get help when I need work.

**Part I.** Please **circle** the number that describes how often the statements are true for you or your family. The numbers represent a scale from 1 to 7 where each of the numbers represents a different amount of time. The number 4 means that the statement is true about half the time.

	Never	Very Rarely	Rarely	About Half the Time	Frequently	Very Frequently	Always
1. In my family, we talk about problems.	1	2	3	4	5	6	7
2. When we argue, my family listens to “both sides of the story.”	1	2	3	4	5	6	7
3. In my family, we take time to listen to each other.	1	2	3	4	5	6	7
4. My family pulls together when things are stressful.	1	2	3	4	5	6	7
5. My family is able to solve our problems.	1	2	3	4	5	6	7

**Part II.** Please **circle** the number that best describes how much you agree or disagree with the statement.

	Strongly Disagree	Mostly Disagree	Slightly Disagree	Neutral	Slightly Agree	Mostly Agree	Strongly Agree
6. I have others who will listen when I need to talk about my problems.	1	2	3	4	5	6	7
7. When I am lonely, there are several people I can talk to.	1	2	3	4	5	6	7
8. I would have no idea where to turn if my family needed food or housing.	1	2	3	4	5	6	7
9. I wouldn’t know where to go for help if I had trouble making ends meet.	1	2	3	4	5	6	7
10. If there is a crisis, I have others I can talk to.	1	2	3	4	5	6	7
11. If I needed help finding a job, I wouldn’t know where to go for help.	1	2	3	4	5	6	7

## Paraphrasing Instructions for the Participant Form

### Protective Factors Survey, Questions 12-20

**NOTE:** Questions 12-20 ask participants to focus on the child that they hope will benefit most from your participation in our services. You can help participants identify the target child by asking, “What child do you think will benefit most from you being here?” or “Which child were you referred for services?” Remind them that they need to provide the child’s age first before they answer the questions.

#### Child’s Age or DOB

What is the age and date of birth of the child you hope will benefit most from your involvement in our services?

**12) There are many times when I don’t know what to do as a parent.**

I am often unsure what to do to be a good parent to my child..

**13) I know how to help my child learn.**

Do you know what your child needs to learn?

**14) My child misbehaves just to upset me.**

Do you think that your child acts up just to upset you?

**15) I praise my child when he/she behaves well.**

Do you praise your child for good behavior? If your child behaves well, do you tell him/her how happy you are?

**16) When I discipline my child, I lose control.**

Do you have a hard time controlling your temper when you discipline your child?

**17) I am happy being with my child.**

How much of the time do you enjoy being with your child?

**18) My child and I are very close to each other.**

How much of the time do you feel that your relationship with your child is strong?

**19) I am able to soothe my child when he/she is upset.**

How much of the time are you able to calm your child down when he or she is upset?

**20) I spend time with my child doing what he/she likes to do.**

How often do you do activities with your child that he or she enjoys?

**Part III.** This part of the survey asks about parenting and your relationship with your child. For this section, please focus on the child that you hope will benefit most from your participation in our services. Please write the child's age or date of birth and then answer questions with this child in mind.

**Child's Age** \_\_\_\_\_ **or** **DOB** \_\_\_/\_\_\_/\_\_\_

	Strongly Disagree	Mostly Disagree	Slightly Disagree	Neutral	Slightly Agree	Mostly Agree	Strongly Agree
12. There are many times when I don't know what to do as a parent.	1	2	3	4	5	6	7
13. I know how to help my child learn.	1	2	3	4	5	6	7
14. My child misbehaves just to upset me.	1	2	3	4	5	6	7

**Part IV.** Please tell us how often each of the following happens in your family.

	Never	Very Rarely	Rarely	About Half the Time	Frequently	Very Frequently	Always
15. I praise my child when he/she behaves well.	1	2	3	4	5	6	7
16. When I discipline my child, I lose control.	1	2	3	4	5	6	7
17. I am happy being with my child.	1	2	3	4	5	6	7
18. My child and I are very close to each other.	1	2	3	4	5	6	7
19. I am able to soothe my child when he/she is upset.	1	2	3	4	5	6	7
20. I spend time with my child doing what he/she likes to do.	1	2	3	4	5	6	7

**Section IV**  
**Sample Informed Consent Form**

## Sample Informed Consent Statement

(Name of Program) is conducting an evaluation to make sure that the families we serve are benefiting from our program. It is also a way for us to see what we are doing well and if there are areas in which we can improve. We want to provide the best possible services to our families and this is one way to keep us on track.

Part of the evaluation involves asking program participants to complete a survey about how our services affect them and their families. If you choose to participate in this evaluation, your identity will be kept confidential. No identifying information will be shared with anyone outside of this program.

### Other information about the evaluation

Your participation is voluntary. Your services will not be affected by your participation or lack of participation.

Your privacy will be protected. Your name will not appear on the survey. If you are given a case ID, only authorized program personnel will know it and it will not be shared with anyone. Once you have completed the survey, the information on it will be transferred to a database and the survey will be destroyed.

We hope you will help us by participating in this evaluation. Your participation will help us to improve services to all families who may need it.

- I agree to participate in the evaluation by responding to the PFS survey.
- I choose not to participate at this time.

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Participant's Signature

---

Date

---

Program Staff Signature

---

Date

## **Section V**

### **Subscale Scores**

Computing Subscale Scores  
Technical Data

## Computing Subscale Scores

The following are directions for calculating the scores by hand.

### **Step #1: Reverse score selected items**

Before subscales can be calculated, all items need to be scored in the same direction such that a higher score reflects a higher level of protective factors. The following items require reverse-scoring: 8, 9, 11, 12, 14, 16.

To reverse-score the items listed above, use the following scoring transformation: A score of 1 is rescored 7, a score of 2 is rescored 6, a score of 3 is rescored 5, a score of 5 is rescored 3, a score of 6 is rescored 2, a score of 7 is rescored 1.

### **Step #2: Calculate the subscale scores**

#### *Family Functioning/Resiliency*

The FFPSC subscale is composed of items 1 through 5. If fewer than 4 of items 1 through 5 were completed don't compute a score. If 4 or more items were completed sum the items responses and divide by the number of items completed.

#### *Social Support*

The SS subscale is composed of items 6, 7, and 10. If fewer than 2 of these items were completed don't compute a score. If 2 or more items were completed sum the items responses and divide by the number of items completed.

#### *Concrete Support*

The CS subscale is composed of items 8, 9, and 11. If fewer than 2 of these items were completed don't compute a score. If 2 or more items were completed sum the items responses and divide by the number of items completed.

#### *Nurturing and Attachment*

The NA subscale is composed of items 17, 18, 19, and 20. If fewer than 3 of these items were completed don't compute a score. If 3 or more items were completed sum the items responses and divide by the number of items completed.

#### *Child Development/Knowledge of Parenting*

The knowledge of parenting and child development factor is composed of five unique items (12, 13, 14, 15, 16). Because of the nature of these items, calculation of a subscale score is not recommended. Means, standard deviations, and percentages should be used to assess an agency's progress in this area.



## Technical Data

The reliability of each subscale of the PFS has been estimated using an internal-consistency measure of reliability, Cronbach's coefficient alpha. Reliabilities for each subscale are provided below. For further information about the psychometric properties of the PFS, please refer to the technical report, available upon request from the University of Kansas Institute for Educational Research and Public Service.

<b>Subscale</b>	<b>Reliability</b>
Family Functioning/Resiliency	.89
Social Support	.89
Concrete Support	.76
Nurturing and Attachment	.81