



**REQUEST FOR PROPOSALS**

**RFP TITLE:** FY21 Juvenile Justice Delinquency and Prevention  
Title II Formula Grant Solicitation

**RFP ISSUE DATE:** July 12, 2021

**PROPOSAL DUE DATE:** August 13, 2021, at 12:00 p.m.

**ISSUING DEPARTMENT:** Department of Public Safety & Justice Services  
2079 East 9<sup>th</sup> Street, Room 5-200  
Cleveland, Ohio 44115

**PRE-PROPOSAL CONFERENCE:** July 23, 2021, at 11:00 a.m.  
2079 E. 9<sup>th</sup> Street, Room 5-006  
Cleveland, Ohio 44115

Cuyahoga County Public Safety and Justice Services will hold a pre-proposal conference before the application deadline. Information on the requirements, expectations and guidelines will be addressed. The conference will be scheduled in-person and via Microsoft Teams. If you would like to attend via video on your computer or mobile app, please contact [cmason@cuyahogacounty.us](mailto:cmason@cuyahogacounty.us) to receive the link to join. Otherwise, you can also join via teleconference by dialing in with the number below:

**Call in (audio only)-**

**+1 440-462-2064**

**Phone Conference I.D. 673 394 757#**

**Late applications will not be reviewed or considered for funding. Failure to follow the specified requirements will also result in the application not being reviewed or considered for funding.**

## **INTRODUCTION AND PURPOSE**

The Cuyahoga County Department of Public Safety and Justice Services (PSJS) is the agency responsible for administering the Title II Formula Grant funding awarded to Cuyahoga County by the federal Office of Juvenile Justice and Delinquency Prevention (OJJDP) through the Ohio Department of Youth Services (DYS). States and counties receiving Title II funding are required to address the overrepresentation of minority youth in the juvenile justice system.

## **TITLE II FORMULA GRANT**

The Title II Formula Grant is awarded to states annually by the federal Office of Juvenile Justice and Delinquency Prevention (OJJDP). The purpose is to assist states in addressing juvenile crime and delinquency at the local level.

### **Purpose of Solicitation**

Cuyahoga County Public Safety and Justice Services (PSJS), is soliciting applications for programs, services, and systems improvement activities that reduce the likelihood that youths engage in delinquent behavior that leads to arrest or contact with the juvenile justice system.

### **D-U-N-S Number**

Applicants must have a Dun & Bradstreet D-U-N-S number, which is used to establish a business credit file. Please go to <http://www.dnb.com/duns-number.html> for additional information.

## **PROGRAM INFORMATION**

### **ELIGIBLE APPLICANTS<sup>1</sup>**

The applicant agency must be a public or private agency with a demonstrated experience providing services to youths. Eligible applicants include:

- Public and private youth serving agencies
- Juvenile courts working with community programs
- Schools, school districts, and educational service centers
- Social service agencies
- Community organizations with experience serving youths

Awards to public agencies, under the jurisdiction of city or county government, may not be a direct recipient. Funding will be awarded to the county or city to pass through to the agency under its jurisdiction. Private agencies may receive a direct award.

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<sup>1</sup> Ohio Department of Youth Services Title II Formula Grant Solicitation, 2021.

## CUYAHOGA COUNTY PROPOSAL INFORMATION

Applicants may submit no more than two applications with each request limited to no more than \$77,000.

**Award notifications and expectations:** All applicants will be notified of the funding decision. Recommended funding notifications will be emailed to selected projects. Before final approval, Applicants must complete and return all required forms.

### Start Date and Project Period

Applicants approved for funding will have a tentative start date of October 1, 2021, and a first-year end date of September 30, 2022, regardless of when the programs officially begins to operate. Funding will be prorated if the start date is delayed. These funds are limited to a project period of 12 months. The project period for successful applicants will be October 1, 2021, through September 30, 2022.

### Funding Categories

Applicants may apply for funding to provide services under **one** of the following categories:

Positive Youth Development (PYD)—programs that assist delinquent and at-risk youths in obtaining a sense of safety and structure, belonging and membership, self-worth and social contribution, independence, and control over one's life, and closeness in interpersonal relationships.

Racial and Ethnic Disparities (RED)—programs to reduce and/or prevent a disproportionate number of minority youths from being arrested or having contact with the juvenile justice system.

The category code listed on the application face page should be PYD or RED for the above funding categories. Applicants should focus their applications towards the specific categories below:

#### ➤ Target Population

Youths, ages 10 to 17, who are at-risk of engaging in delinquent behavior or who have been identified as delinquent are the target population. Specific risk factors must be identified for youths deemed to be at risk.

#### ➤ Target Areas

All Cuyahoga County communities are eligible for funding provided that the applicant demonstrates a need and substantiates the problem. However, all programs cannot be funded so those communities with the greatest need may be deemed a priority.

### **Evidence-Based Programs**

Programs must be evidence-based with adherence to the developer's standards. Applicants must cite the proposed evidence-based program and demonstrate an understanding of how the program should be implemented and operated. For more information, please go to <https://ojjdp.ojp.gov/evidence-based-programs>

### **Special Requirements**

Applicants are required to demonstrate knowledge of adolescent development, demonstrate an understanding of trauma informed care, and have a plan to engage families in services to youths.

### **Pre-and Post-Test**

Programs must include an initial assessment to determine the needs of youths and to establish a baseline for tracking progress. When baseline data is available, such as truant days or grades, it must be documented as part of the baseline data.

## **APPLICATION CRITERIA AND REVIEW**

Applications received by the due date and time will be reviewed and scored by members of the Juvenile Justice Delinquency and Prevention (JJDP) Allocation Committee. Each section of the application has been assigned a point value and the total values will be ranked highest to lowest. Total score may not be the only factor used to determine whether a program will be funded. Community need, location, and past/present performance will also be considered during the final selection process. Successful applicants will be notified in writing.

### **Application Criteria**

Applicants must address each section of the application on the form pages provided. The following are the application criteria and the point value that has been assigned.

Cover Page—the cover page provides identifying information. The project director must be the person responsible for oversight of the program both programmatically and fiscally. The subgrantee is the agency that will be ultimately responsible for the award. The implementing agency is the agency that will operate the program and serve youths.

Problem Statement (10)—describe the issue/problem or condition to be improved upon. This may include the conditions in the geographic area, community, or family, and must detail the impact on the targeted youths. Statistics or other data should be used to substantiate the problem.

Program Description (25)—provide a detailed description of the program to be implemented and explain how it provides a solution to the problem. The program description should include information about:

- The program and how it provides a solution to the problem

- Activities and services to be provided
- Program physical location
- The targeted youth population
- The intended youth outcomes including how delinquency will be reduced (change behavior, increase skill, etc.)
- How youths will be reached or referred into the program
- Other agencies collaborating with the programs
- How the activities will be incorporated into existing services

Special Requirements (25)—demonstrate knowledge of adolescent development, demonstrate an understanding of trauma informed care, and explain the plan to engage families in services to youths.

Organizational Experience and Abilities (15)—describe the experience and abilities of the applicant organization and program staff, and any contractors that may be used a part of program activities.

Performance Measures (15)—describe how data for OJJDP’s pre-determined performance measures will be collected, and progress will be measured.

Detailed Budget (10)—reasonable costs associated with the program.

Total points = 100

## **BUDGET AND FISCAL GUIDANCE**

All items must be reasonable and necessary for the program or services that will be provided. DYS reserves the right to revise or adjust budgets prior to final approval.

### **Application Budgets**

Approved budgets may not be changed without prior approval of PSJS and DYS. Additionally, PSJS and/or DYS reserves the right to disallow any costs and/or reduce the amount of the award when costs appear too high or unnecessary to program success.

### **Allowable Costs**

The following items may be listed in the application budget.

Salaries for Personnel—costs for staff hours spent working with youths and spent planning, implementing, or other activities directly related to the program. Hourly wages cannot exceed the amount paid for similar hours working with youths. Overtime pay cannot be charged against the award.

Fringe Benefits—costs based on a percentage of the salary. Narrative justification must explain the costs and calculations.

Consultants/Contracts/Purchased Services—costs may not exceed \$650 per day for an 8-hour workday or \$81.25 per hour. Charges for transportation, hotel and meals are itemized separately. Time for travel, preparation, or follow-up may be charged but must be reasonable and cannot exceed the allowable daily rate.

Travel—costs for use of a personal vehicle may not exceed the General Services Administration (GSA) per diem rate. Mileage may not be charged for commuting or activities not directly related to program activities.

Equipment—the costs of equipment needed to meet the program goals. General office equipment may or may not be approved depending on the justification provided in the application. If equipment will be shared or used by more than one program, the costs must be prorated.

Supplies—supplies may be purchased to be used by youths. A small amount of funding may be allocated for general office supplies.

Other Costs—costs may include prorated rent, utilities, telephone, copying, and printing.

Other items may be considered when the cost is reasonable.

Unallowable Costs—the following costs are not allowable.

<ul style="list-style-type: none"><li>• Administrative costs</li><li>• Unrelated salary costs</li><li>• Parking fee</li><li>• Taxes</li><li>• Bonus and employee incentives</li><li>• Auto purchases</li></ul>	<ul style="list-style-type: none"><li>• Lobbying</li><li>• Licensure cost</li><li>• Fundraisers</li><li>• Corporate formation</li><li>• Fines or penalties</li><li>• Entertainment with no programmatic value</li></ul>
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## **PRE-AWARD REQUIREMENTS**

### **Audit**

DYS is required to ensure that all recipients of federal funding adhere to OBM Circular A-133 and the OJP Financial Guide audit requirements. Agencies that expend \$750,000 or more annually in federal funds must have an audit.

## **POST-AWARD CONDITIONS**

### **On-Site Monitoring**

The Department of Public Safety and Justice Services will conduct one to two on-site visits per year. Additional visits may be conducted, as necessary.

### **Monthly Performance Reporting**

Project directors are required to collect and report data for performance measures listed in the application. Reports are due by the 10<sup>th</sup> of every month during the grant period. Data collection and data sources will be verified as part of the monitoring visit. Programs that fail to collect and report the required performance data will be sanctioned and may be terminated.

If applying for a local project in Cuyahoga County, please submit an application via email to:

Cynthia Mason  
Department of Public Safety & Justice Services  
2079 East 9<sup>th</sup> Street, Suite 5-200  
Cleveland, Ohio 44115  
216-443-5263  
[cmason@cuyahogacounty.us](mailto:cmason@cuyahogacounty.us)

### **CUYAHOGA COUNTY TERMS AND CONDITIONS**

This document is intended to provide the basic information needed to apply for federal funding under this solicitation. If funding is approved, the project director will receive complete terms state and federal terms and conditions with the award.

#### **NON-DISCRIMINATION**

The PROVIDER agrees to provide the program services without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental disability, military or veteran status, ancestry, sexual orientation, sexual identity, or genetic information to the extent required by law. The parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations, are incorporated herein to the extent binding upon the PROVIDER.

## **CUYAHOGA COUNTY INSURANCE REQUIREMENTS**

Agencies awarded funding must comply with Cuyahoga County insurance requirements according to the terms of the contract. All agencies who receive funding under this award must have the coverage listed below:

### **Mandatory Insurance Requirements**

The following are all mandatory requirements unless otherwise specified.

1. **Worker's Compensation Insurance** as statutorily required by the State of Ohio.

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage.

2. **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;  
\$1,000,000 personal & advertising injury;  
\$2,000,000 general aggregate;  
\$2,000,000 products/completed operations aggregate.

**This policy shall include coverage for sexual abuse and molestation in the same limits.**

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

3. **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

4. **Professional Liability Insurance/Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering, consultants, counselors, medical professionals, legal and/or **other** professional services with a limit of liability not less than:



\$1,000,000 per claim;  
\$2,000,000 aggregate.

Note: The coverage amount may be higher depending on the type of project and professional services.

## B. Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this Contract, shall:
  - (i) Name the **“County of Cuyahoga, Ohio and its employees”** as an Additional Insured. This does not apply to Workers Compensation and Professional Liability/Errors & Omissions Insurance.
  - (ii) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.
  - (iii) Be primary and not in excess or contingent on any other basis;
  - (iv) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
    - (A) **“Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability”**; and/or
    - (B) **“Waiver of subrogation in favor of the County.”**
2. The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best’s rating of A-VII or above.
3. The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.
4. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
5. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

6. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
7. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
8. Where coverages are made on a claim made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.
9. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

#### **INDEMNIFICATION**

Provider hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Provider, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Provider under any terms or provisions of this Contract.

Provider acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. Provider agrees that no provision of this Contract or any other contract or agreement between Provider and the County may be interpreted to obligate the County to indemnify or defend Provider or any other party.

#### **GOVERNING LAW/JURISDICTION**

This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Provider hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

## **COUNTY CODE**

All County contracts, including this Contract, are subject to all applicable laws adopted in the Cuyahoga County Code, including but not limited to Title IV: Ethics, and Title V: Contracts and Purchasing. The Cuyahoga County Code and enacted County ordinances are available at <http://code.cuyahogacounty.us>.

## **CONTRACTOR REGISTRATION**

The Cuyahoga County Code requires all Contractors doing more than \$10,000.00 in business with the County annually must be registered with the Cuyahoga County Agency of Inspector General (“AIG”). If you meet certain limited criteria, you may be exempt from the registration process.

### **The following Contractors DO NOT need to Register with the AIG:**

- Contractors who meet one of the following County approved exemptions are not required to register with the AIG:
  - Political subdivisions, public utilities, and other governmental entities.
  - Persons or entities that receive either direct payments or reimbursements from the County for the emergency purchase of items required to serve basic needs, including, but not limited to, temporary foster care providers and grocery or department stores that accept vouchers for basic needs.
  - Court reporters or expert witnesses in connection with civil litigation or criminal prosecution.
  - Persons or entities that receive County funds through a County-sponsored rebate program, including, but not limited to, the County Storefront Renovation Rebate Program.
  - Accrediting bodies.
  - Other exemptions (listed on the AIG Website)

Contractors whose annual aggregate amount of contracting with the County is \$10,000.00 or less in a calendar year DO NOT need to register with the AIG. If any unregistered company exceeds the \$10,000.000 threshold during the course of the year that company must immediately register with the AIG.

It is the Contractor’s responsibility to track their annual aggregate amount of contracting with the County and to comply with all registration and training requirements if their annual aggregate amount of contracting will exceed \$10,000.00.

### **Mandatory Registration for Contractors over \$10,000 in a Calendar Year**

Contractors whose annual aggregate amount of contracting with the County is **over \$10,000.00** in a calendar year must register with the AIG by completing the following:

1. Completion of the online [Contractor Registration Form](#);
2. Signing or Affirming the online Ethics Certification Form,
3. Completion of the 30-minute [video ethics training](#); and
4. Payment of a \$100.00 registration fee.

A representative from each non-exempt Contractor must successfully complete an [ethics training program](#) provided by the AIG within 15 days of submission of the Contractor Registration Form and Ethics Certification Form to the AIG. The ethics training program can be completed through the Ethics Training Page on the AIG's website.