



Department of
Job and Family Services

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

August 18, 2015

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Proposals (RFP) Number JFSR1617098090-R, in order to enter into a contract with one qualified vendor with experience in project management and a background in human services or social sciences. ODJFS has received a federal award for a demonstration project known as Behavioral Interventions in Child Support Services (BICS), to examine the effectiveness of the use of behavioral interventions in processes used in Ohio's Child Support Enforcement Program, and seeks a qualified vendor, either an individual or a firm, to provide intensive project oversight and administrative services as the BICS State Project Director. This is a re-release of the July, 2015 RFP (previously designated as JFSR1617098090) which generated no qualified submissions; minimal changes or clarifications have been made in the RFP for this re-release.

If you are interested in submitting a proposal for this important project, please visit the ODJFS web site for procurement opportunities located at <http://www.jfs.ohio.gov/rfp/> and follow directions for accessing this RFP. If you experience problems opening this ODJFS URL, please contact the RFP/RLB 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,


Jay Easterling
Deputy Director
Contracts and Acquisitions

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

An Equal Opportunity Employer and Service Provider

***State Project Director
for
Behavioral Interventions for
Child Support Services***

RFP Number JFSR1617098090-R

The Ohio Department of Job and Family Services

August 18, 2015

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The Ohio Department of Job and Family Services REQUEST FOR PROPOSALS (RFP)

Number JFSR1617098090-R

State Project Director for Behavioral Interventions for Child Support Services

SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) for the purpose of selecting one vendor, experienced in project management and with a background in human services or social sciences, to provide project coordination and management services. The vendor selected through this competitive process will support the agencies participating in a federally funded demonstration project designed to examine the effectiveness of certain behavioral interventions implemented at key points in the processes used in Ohio's Child Support Enforcement Program. ODJFS received a federal award for this project, known as Behavioral Interventions in Child Support Services (BICS), to be in effect through September, 2019. Through this RFP process, ODJFS expects to award a contract to provide intensive project oversight and administrative services as the State Project Director for the duration of the project. The vendor selected through this RFP process will have relevant experience and credentials in project management in order to serve as the Ohio team lead for planning, managing, and completing a project focused on behavioral intervention techniques.

The selected vendor will work with and support the ODJFS Office of Child Support (OCS), the Franklin County Child Support Enforcement Agency (hereinafter FCCSEA, or "Franklin County"), the Cuyahoga County Office of Child Support Services (hereinafter CCOCSS, or "Cuyahoga County"), and a federal Technical Assistance & Evaluation (TAE) team as they design and test behaviorally informed interventions made in the process used by agency staff for the review and adjustment of previously established child support orders. The project will involve groups of Cuyahoga County and Franklin County child support caseloads. Under the direction of ODJFS, the selected vendor will oversee and coordinate activities of the Franklin and Cuyahoga County agencies and the TAE team as they engage in behavior research aimed at improving the effectiveness of Ohio's Child Support Program through the application of behavioral intervention.

For the purpose of this RFP, ODJFS, the Franklin and Cuyahoga county agencies, and the TAE team may be referred to collectively as the project partners. The term “vendor” shall be defined as individuals, organizations, or firms interested in this opportunity. The terms “contractor,” “BICS State Project Director,” or “Project Director” may be used interchangeably in this RFP in reference to the one successful vendor that will be selected to perform the work described in this RFP, or if the selected vendor is a business or organization, to the one person who will be dedicated full-time to the project to perform all key project director duties. The terms “bids” and “proposals” may be used interchangeably in this document to indicate the package of materials and information to be submitted by vendors to ODJFS in order to be considered for the contract for this work. In addition to describing the work to be performed by the contractor for this project, this RFP also establishes the standards and processes that ODJFS will use to evaluate proposals and select the contractor.

While it is possible for either an individual or a business (or other type of organization) to be awarded the ODJFS contract for the work described in this RFP, all proposals must specify, at minimum, one highly-qualified individual who will perform all key work activities and who will be fully dedicated to this project throughout the contract period, including all renewals. Vendors should expect a key personnel clause in the selected vendor’s contract that will require notification by the contractor of any changes in key project staff and pre-approval by ODJFS of any proposed replacements. At vendors’ discretion, additional staff may be utilized as needed for non-key work activities (e.g., administrative support services such as data entry, arrangements of logistics).

1.2 Background

A BICS demonstration grant has been awarded to the State of Ohio from the federal Office of Child Support Enforcement (OCSE) to support a partnership between OCS (Ohio’s IV-D agency, responsible for all programs governed by Title IV-D of the Federal Social Security Act) and other BICS program grantees. The understanding of behavior will be used to test behavioral interventions to improve child support outcomes. The interventions will focus on areas such as early engagement, right-sizing child support orders (the amount of financial support to be paid by obligors), debt reductions, reliable payment, family-centered services, and other innovations to revise and improve Ohio’s child support obligation review and adjustment process. The primary goal for BICS grantees is to promote and increase participation by clients (custodial parents, or “obligees” and non-custodial parents, or “obligors”) in this process of reviewing and adjusting child support obligations.

Over the five-year implementation period of the BICS project, non-custodial parents who make child support payments only sporadically will be identified by BICS grantees in cooperation with the TAE team. Combined, Cuyahoga and Franklin County have more than 42,000 “sporadic payers” that may qualify for a modification. Sporadic payers are defined as obligors who have paid less than 75 percent of their current support obligation in the last six months; they may include obligors with multiple cases, obligors receiving unemployment benefits, etc. These obligors will be selected to increase participation in the modification process.

Participation in the modification process will be measured at two levels: 1) the number of modifications requested by the sample population versus a control group and, 2) the number of modifications completed by the sample population versus a control group. The project will examine whether use of behavioral interventions will result in increases in requests for, and completions of, support order modifications, and the effect that may be seen in child support payments.

The following are some goals proposed for testing and/or implementation by grantees during this research project:

- Increasing client participation in the modification process;
- Increasing order compliance among the target population;
- Increasing parental engagement among the target population;
- Increasing client communication with the program;
- Disseminating proven interventions statewide; and,
- Developing behavioral intervention consultants to promote and assist other counties in applying behavioral mapping concepts to other program processes.

The contractor selected through this RFP will be expected to assist in achieving the project goals by, for example:

- Assisting the TAE team during the project design period with its identification of behavioral interventions that can be implemented statewide;
- Providing administrative services to project partners, such as monitoring time lines, maintaining records on project activities, organizing, managing, and facilitating meetings and other logistical concerns;
- Assisting with the development plan for statewide rollout;
- Planning, organizing, and facilitating regional meetings around the state (to be scheduled and hosted throughout the third, fourth and fifth years of the grant, with dates to be agreed upon by OCS and the BICS partners) to bring awareness to the BICS project, and educate the public about changes being made to Ohio's order modification process;
- Facilitating communications at all stages of the project, among all participants;
- Identifying and communicating progress, accomplishments, and barriers to ODJFS management staff and assisting the TAE team with identifying and addressing any concerns that may interfere with the success of the BICS project.

1.3 Overview of Ohio's BICS Project

To improve both the effectiveness and operations of Ohio's child support program, the project partners will explore the potential relevance and application of principles of behavioral economics to child support services in order to test and develop successful behavioral interventions that could be used throughout the state of Ohio. The target population is non-custodial parents who have paid less than 75% of their total monthly obligation during the previous six months.

The primary behavioral focus of the grant will be Ohio's child support obligation review and adjustment process. For child support to be reliable, orders must be calculated accurately and be based on a parent's actual ability to pay. If noncustodial parents do not participate in the process, or their requests for review are denied, the cycle of mounting arrears continues and children do not receive the financial support they need.

Cuyahoga and Franklin Counties, the TAE team, and project participants will define and create a process data map of the modification process, including identifying problems; gathering data; identifying drop-off points; defining bottlenecks that impede efficiency and service; designing and piloting interventions; and evaluating data results. Promising interventions will be applied to the modification process; the behavioral diagnosis and design process will continually be refined with multiple iterations until successful outcomes are established.

Successfully piloted strategies will be implemented statewide or on the broadest scale possible for the state. The project is intended to have statewide impact; to facilitate that goal, Cuyahoga and Franklin County staff will be identified as Behavioral Intervention Consultants (BIC) who will assist additional Ohio counties with the design and implementation of behavioral interventions for program-wide process improvements.

1.4 Objectives of the Project

Ohio's BICS project is expected to result in information on how behavioral intervention techniques could be used to revise and improve Ohio's current modification process, to increase the number of clients who apply for order modifications, and to increase parental involvement of clients participating in the modification process.

The project objective for BICS State Project Director will be to provide essential administrative support, service, and guidance to ensure that project activities are organized, coordinated, on-schedule, documented, and monitored for progress and outcomes and in compliance with the requirements of Ohio's BICS grant award.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
August 18, 2015	ODJFS releases RFP on ODJFS and DAS Web Sites; Q&A period opens. - RFP becomes active; vendors may submit inquiries for RFP clarification.
August 27, 2015	Vendor Q&A period for vendor questions closes, 8 a.m. - No further inquiries for RFP clarification will be accepted.
September 01, 2015	ODJFS provides final answers to vendor questions (<i>estimated date</i>).
3:00 P.M., Wednesday, September 09, 2015	Deadline for vendors to submit proposals to ODJFS (3 p.m.). - This is the beginning the ODJFS process of proposal review. LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.
Sept. 17, 2015	ODJFS issues contract award notification letter (<i>estimated date</i>). - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was selected for award of the contract.
October 19, 2015	Controlling Board review of contract (<i>estimated—if applicable</i>). - Contract with the selected vendor may require review and approval.
November 01, 2015	Implementation* (<i>estimated—following notification of all contractual and funding approvals</i>). - ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.

July 01, 2017 through Sept. 30, 2019	First of two expected contract renewal periods** (The effective period of an ODJFS contract may not extend beyond one Ohio biennial budget period, but renewal contract(s), each limited to a biennial budget period, and identified during the RFP process, may, at the discretion of ODJFS, be executed with the selected contractor for the continuation or completion of the work.)
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ODJFS reserves the right to revise this schedule in the best interest of the State of Ohio and/or to comply with the State of Ohio procurement procedures and regulations.

* According to requirements of 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 ODJFS Agreement Manager will notify the contractor when the requirements of ORC Section 126.07 have been met.

** Subject to approval by the Controlling Board if required, the contract period is expected to run from November, 2015 through June 30, 2017, with renewal contracts to be in effect from (approximately) July 1, 2017 through June 30, 2019, and from July 1 through Sept. 30, 2019. Each renewal period shall be contingent upon the contractor's satisfactory performance, continued availability of funding, continued programmatic need, and all required approvals. Renewals may be subject to Controlling Board approval.

2.2 Internet Question and Answer (Q&A) Period; RFP Clarification Opportunity

Potential vendors or other interested parties 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 "Doing Business with ODJFS" from the bottom of the page;**
- * **Select "RFP's" from the left side column;**
- * **Select RFP Number *JFSR1617098090-R* from the list of competitive opportunities;**
- * **Follow the link to the dedicated web page;**
- * **Select "Submit Inquiry" near the bottom of the web page;**
- * **Follow instructions there for submitting questions; or, to view posted questions and answers,**
- * **Select "View Q and A" near the bottom of the web page.**

Questions about this RFP must reference the relevant part of the RFP, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the vendor (or other interested party), the company name, phone number, and e-mail address must be provided to submit an inquiry. The State 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 identification of the originator of the question. Questions submitted after **8:00 a.m.** on the date the Q&A period closes will not be answered.

The State's 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. The State will not provide answers 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 that may be submitted. The State's answers may be accessed by following the instructions above, but rather than selecting "Submit Inquiry," vendors and others should select "View Q and A." The State 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 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.**

Requests for copies of any previous RFPs, RLBs, RFIs (or etc.) or for 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. The State will only answer those questions submitted within the established time period for the Vendor Q&A process (see Section 2.1, Anticipated Procurement Timetable, above), and which pertain to issues of RFP clarity, and which are not requests for public records. The State 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 the ODJFS website where the RFP and its related documents are published, they may contact the ODJFS Office of Contracts and Acquisitions, RFP/RLB Unit, at (614) 728-5693 for guidance.

2.3 Communication Prohibitions

From the issuance date of this RFP until a contract is awarded to a vendor, there may be no communications concerning the RFP between any vendor 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 Question & Answer (Q&A) Period; RFP Clarification Opportunity;
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 and Acquisition Services (OLAS).

*** Important Note:** Amendments to the RFP or to any documents related to it will be accessible to 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 vendors of changes or

announcements related to this RFP except through the website posting. It is the affirmative responsibility of 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 is 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 & Answer (Q&A) 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

A wide variety of information on ODJFS and its programs which interested vendors may find useful is available to the public via the ODJFS website at <http://jfs.ohio.gov>.

SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

Vendor proposals must meet all minimum qualifications, and must address the following organizational and staff experience and capabilities, as well.

3.1 Mandatory Vendor Qualifications

In order to be considered for the contract expected to result from this RFP, ODJFS requires that each proposal clearly demonstrates that the vendor, at minimum, **meets ALL** the following qualification requirements:

- A. The vendor must have at least three (3) years of experience in project management OR two (2) years of experience in project management combined with professional project management certification;
- B. The vendor proposal must designate one individual who would serve as the BICS State Project Director, and must include that individual's resume documenting that the individual has:
 1. a master's degree in business administration, public administration, social sciences, or other related field; **AND**,
 2. at least three (3) years' experience in project management activities (such as planning, organizing, facilitating, and coordinating project efforts, or implementing project results) involving multiple participants\partners\stakeholders in a research, process-analysis, or process re-design project;
- C. The vendor proposal must indicate or affirm that the individual proposed as the project director would be dedicated full-time to the Ohio BICS project throughout the life of the contract.

Vendors that do not meet ALL the above requirements will be disqualified from further consideration for contract award. Additionally, the Technical Proposal Score Sheet (Attachment C) identifies other mandatory criteria, all of which must be met in Phase I of the proposal review process (see Section 6.1, Scoring of Proposals) for the proposal to be accepted for full detailed scoring.

3.2 Organizational Experience and Capabilities

The following information must be included in the vendor proposal for scoring by ODJFS. The descriptions provided should, to the best of the vendor's ability, emphasize experience that is comparable to the work described in this RFP and should discuss how the vendor's capabilities would be valuable to the success of this project; ODJFS will score vendor responses according to those standards.

- A.** The vendor is to provide a detailed description of its experience, and level of responsibility it held, in planning, facilitating, and implementing projects involving multiple partners and organizations, comparable to the work as described in this RFP.
- B.** The vendor is to describe at least two, but no more than four, projects it has completed in the past six years involving complex group work activities or work teams (such as process analysis reviews, research and analysis, organization of conferences or training events, etc.), for which the vendor utilized its skills in areas such as project management; group or process facilitation; community organizing; documenting, record-keeping, and report writing; project coordination and implementation; and any other skills which the vendor believes would be useful if awarded the contract for the work described in this RFP.
- C.** The vendor must provide the names and current contact information for at least two of the customers for whom they completed projects referenced in response to item 3.2, B, above.
- D.** The vendor is to demonstrate at least three years' experience implementing large scale processes and procedures for multi-layer organizations, such as state and local government offices.
- E.** The vendor is to demonstrate at least two years' experience in working with publicly-funded human services programs (for example, local, state, or federally-directed employment-related projects, anti-poverty programs, education programs, senior- or child-protection, health care, etc.).

3.3 Staff Experience and Capabilities

In order to successfully complete the project, vendors must assign staff with the necessary skills, experience, and credentials to manage key roles and responsibilities. The vendor is to demonstrate to ODJFS its expertise for conducting this work by assigning properly qualified staff to key leadership roles. Proposals are to include written profiles and resumes for the person or persons who would hold key positions. The vendor is to identify, *by position and by name*, those staff it considers key to the project's success. The proposal is to:

- A.** Designate a project director with a minimum of three years' experience in project management, and at least a master's degree in business administration, public administration, social sciences or other related field;
- B.** Demonstrate that the designated project director also has at least three years' experience in project management activities (such as planning, organizing, facilitating, and coordinating project efforts, or

implementing project results) that involve multiple participants/partners/stakeholders in a research or process-analysis or process re-design project;

- C. Demonstrate whether the designated project director, or other specified key staff member, has project management certification and/or experience using the Project Management Body of Knowledge (PMBOK) and Microsoft Office Suit; and,
- D. Identify, by position description (or project role) and by name, any additional staff the vendor might consider key to the project's success, and include resumes for those persons to demonstrate their qualifications for holding those roles.

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 may become part of the public record. **ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal confidential information.**

SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

Interested vendors are to view this section's description of the scope of work and deliverables that will be required of the selected vendor as the underlying framework for vendors' proposals. Proposed projects will be evaluated not only on whether a qualified vendor agrees to the required deliverables, but on how well and how fully their proposals indicate they will perform those deliverables, and on how effectively and efficiently the proposed project's objectives will serve Ohio's needs. The selected vendor will be responsible for the deliverables as described in Section 4.4 including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them within the RFP, and therefore vendors must fully and appropriately plan and price their proposed projects accordingly.

4.1 Scope of Work

BICS project activities will include collaboration between OCS, the federal TAE team, and project sites located in two of Ohio's metropolitan child support agencies: Cuyahoga County (in Cleveland, Ohio) and the Franklin County (in Columbus, Ohio). Behavioral intervention techniques will be used to revise and improve Ohio's child support obligation review and adjustment process. The goal of the project is to increase the number of parents who apply for, and complete, the process. The work being done with the BICS project will refine the existing review and adjustment process to assist non-custodial parents in navigating the process. Adjusting a child support order based on a parent's actual ability to pay will stop the cycle of mounting arrears and positively affect the individual's experience of the process and the relationship between the child support program and the families we serve.

A workshop in Washington D.C. was hosted by the federal OCSE to provide a clear understanding of the required scope of work. The meeting included all seven states that were awarded the BICS grant, and the state awarded the BICS Evaluator grant for the purpose of building a TAE team, which will provide direction, training, data collection tools, technical assistance, and will evaluate the product and performance of all state grantees through the five-year grant life cycle. The contractor selected as the Ohio State Project Director will

serve as primary point of contact for the TAE team for both Ohio project sites; the following information is an overview of the nature of the duties and responsibilities of that contractor.

The contractor will collaborate with, and provide administrative support to, the project sites and the TAE team as they diagnose, design, implement and refine the behaviorally informed interventions. The contractor will be required to ensure that all aspects of the project are completed in accordance with the grant proposal and that all subsequent approved project plan changes are implemented. (An excerpt of Ohio's BICS grant proposal is attached as Appendix A and the Federal Opportunity Announcement (HHS-2014-ACF-OCSE-FD-0818) is attached as Appendix B.)

The contractor will organize, arrange, and facilitate regularly scheduled meetings with project site staff to identify successes, issues, and concerns related to evaluation activities and communicate those to the TAE team. It is expected that the contractor will work with the TAE team to address any concerns raised by program staff related to evaluation activities and inform the TAE team of any potential shifts in the program areas being tested.

The contractor will work with the TAE team, OCSE and ODJFS/OCS on overseeing the planning, coordination and implementation for all activities associated with the project. The contractor will be expected to actively engage with the local county sites and oversee, monitor and manage their progress, and to facilitate their efforts and success. The contractor will further be expected to communicate successfully piloted strategies that can be implemented statewide, or on the broadest scale possible, for the state. Additionally or alternatively, the contractor will be expected to report in detail on impediments to statewide implementation, or to present an analysis of the largest scale implementation possible for the state.

It will be the contractor's responsibility to ensure that all evaluation-related data collection activities are appropriately staffed and managed at each project site with access to necessary training and technology, taking full advantage of available resources provided by the TAE team. As necessary, the contractor will assist the TAE team with arrangements to obtain child support administrative data and materials from other agencies and programs that use such data (e.g., data dictionaries). The contractor will also assist the TAE team with identifying and addressing any concerns related to administrative data.

On-site visits and off-site reviews will be conducted to determine if the BICS sites are progressing effectively. The contractor will meet regularly with the BICS administration at OCS, project site staff, and all other parties involved with the project to communicate findings and provide communication related to, and recommendations to resolve, any identified barriers.

On-sites visits will also be conducted by the TAE team. The contractor will schedule the onsite visits and work with TAE team to coordinate logistics and agendas as required, and arrange for participation by all state and project site decision makers. Assistance shall also be provided to the TAE team for scheduling interviews, surveys, focus groups, and any other required means of information gathering and dissemination for the purposes of program mapping and evaluation.

The TAE team will prepare detailed written documents about the two sites. The contractor shall review the material and provide comments to all stakeholders in a timely manner. It is expected that the contractor will ensure that Ohio's IV-D Director (located in OCS), state staff, County IV-D Directors, and county staff shall be involved, as appropriate, in all project phases. The contractor will develop a regular meeting schedule and agenda which shall include, as necessary, the Behavioral Intervention Consultants, the State and County IV-D Directors, the Site Directors, the Site Managers, the Grant Administrator, and other staff participating in the

BICS Project. The contractor will develop a program resource manual to document processes and procedures related to the implementation of the grant.

The contractor will work with OCS, OCSE and the TAE team to plan, coordinate, facilitate, and implement regional meetings to be held throughout Ohio for the purpose of dissemination of information about the behavioral intervention grant to statewide stakeholders. The contractor's efforts for the regional meetings may include duties such as the following:

- a. Locate a venue*
- b. Develop advertisements
- c. Obtain speakers*
- d. Coordinate activity
- e. Create forms/registration
- f. Manage registration

***NOTE: ODJFS will contract separately for the location venue and speaker(s) using funds from the grant to ODJFS. Vendor proposals should address the activities, but are not to include pricing for these items.**

The contractor will be required to communicate with ODJFS/OCS management staff to ensure they are informed in detail of project issues, progress, and milestones. Additionally, the contractor will develop a monthly status report narrative and project-end summary document, in a format to be mutually agreed upon. The contractor shall schedule meetings as required and ensure all BICS members are informed and updated bi-weekly with project progress and information. The contractor will maintain and provide to ODJFS follow-up meeting notes and communications. The contractor will identify and communicate success stories to ODJFS/OCS management staff and will recommend enhancements to the project through lessons learned. All project activity and progress will be tracked and reports will be developed and provided to ODJFS for the federal Office of Child Support Enforcement on a quarterly basis. All project documents must be accessible to ODJFS. At the conclusion of the project, or upon request by ODJFS, the contractor will provide ODJFS with all project documentation, materials, reports, files, etc.

4.2 Number of Participants

Not applicable for this RFP.

4.3 Administrative Structures—Proposed Work Plan

Vendors are to describe, at minimum, the following administrative structures and technical approach they propose for their work plans. Proposals must:

- A.** Propose an over-arching technical approach and work plan to be implemented. This includes an overview description of the vendor's plan for successfully performing the work described in this RFP, specifically, as summarized in Section 4.1, Scope of Work. Details on how the vendor would perform the individual deliverables (Section 4.4) are to be provided in a separate section of the vendor's proposal according to Section 5.2, Format for Organization of the Proposal.
- B.** Provide a narrative description of how the vendor's proposed approach would achieve the objective identified in Section 1.4 of this RFP for the State Project Director.

- C. Provide a current organizational chart (including any subcontractors and all organizational partnerships and collaborations) and specify the key management and administrative personnel who will be assigned to this project. If the proposal is submitted by an individual, it should include a brief statement of how any administrative tasks will be handled.

4.4 **Specifications of Deliverables**

The primary objective of the contractor will be project management. ODJFS is seeking qualified vendors experienced in project management that can organize, plan, facilitate and implement the project.

In addition to a description of the vendor's proposed approach (as described in Section 4.3, Administrative Structures and Proposed Work Plan) to successfully completing the project as described in this RFP, vendor proposals must also include details of how the vendor would perform and successfully complete the deliverables as described here.

The contracted services shall include, but may not be limited to, the following deliverables.

- A. **Project Development, Management, and Reporting** - The contractor selected through this RFP process will be responsible for providing project management services as the State Project Director and Ohio's Team Lead for the BICS Project. The Project Director will be required to manage the project to ensure project milestones are met and all aspects of the project, including documentation and reporting requirements are completed in accordance with the grant proposal and project plan. In order to satisfactorily accomplish this deliverable, ODJFS expects that the contractor will, at minimum:
- Develop and manage a project plan for implementation of the BICS project using a milestone timeline methodology (a draft project plan will be due to OCS within 14 days of the date on which the ODJFS Contract Manager provides notification that the requirements of ORC Section 126.07 have been met {see Section 2.1, Anticipate Procurement Timetable} and the finalized project plan must be submitted to and accepted by OCS not more than 14 days after OCA provides the contractor with its comments on the draft plan).
 - Develop and document a methodology to work with OCS, the TAE team, and OCSE to oversee the planning, coordination and implementation for all activities associated with the BICS Project.
 - Serve as the primary point of contact to the TAE team and work with both project sites. The Project Director will be required to work in collaboration with OCS and all project partners to oversee, document, and provide supportive services for the process of intervention diagnosis, design, testing, and implementation. The contractor will also provide a report on each completed intervention.
 - Provide services to facilitate communications among project participants to ensure effective sharing of data, documents, and ideas; and organize, maintain, and keep current project documentation to assist OCS and BICS partners.
 - Collaborate with the TAE team and OCSE to address any concerns raised by program staff.

- Prepare and provide to OCS various reports regarding plan progress on activities, barriers, milestones, and budget updates, including expenditures, according to the following schedule:
 - Bi-weekly report by close of business on alternating Mondays regarding the previous two week period;
 - Quarterly summary by close of business of the first week of each quarter for the previous quarter ending in March, June, September, and December providing programmatic and fiscal details of grant activities for the preceding quarter;
 - Federal fiscal year (FFY) annual summary by October 31, close of business for each preceding federal fiscal year (October 1 through September 30) focusing on such topics as grant program activities, milestones, accomplishments;
 - State fiscal year (SFY) annual summary by July 31, close of business for each preceding state fiscal year (July 1 through June 30) focusing on grant fiscal and financial targets, allocations, expenditures;
 - Semi-annual grant reports, due at the end of April and end of October each year, per OCSE requirements;
 - Reports or report materials requested by the TAE team for their final report, as required, and;
 - Ad hoc reports if requested by ODJFS.

(Details of the format for reports will be determined jointly by the contractor and ODJFS after contract execution. Reports and all other project documents must be approved by OCS.)

- Annually prepare grant application to be submitted to OCSE by June 30th, to obtain Ohio's yearly grant allocation.
- Schedule, prepare agendas, and facilitate meetings with OCS project staff, partners and stakeholders as required. The schedule (e.g., monthly, quarterly, etc.) for meetings will be mutually agreed upon.
- Develop, document, and implement a plan to coordinate, schedule, and facilitate Regional Meetings that will be held throughout the life cycle of the grant to bring public awareness to the BICS Project. Submit a final report documenting each Regional Meeting.
- Develop, update, and maintain a program resource manual to document processes and procedures related to the implementation of the grant.
- Travel to Washington, D.C. in 2016 to attend a meeting hosted by OCSE for all grantees awarded the BICS grant. During the meeting, provide an update of Ohio's BICS Project and anticipated timeframes for future activities. During year five of the grant, travel to Washington to participate in a "lessons learned" meeting. (Such travel arrangements will be paid separately by ODJFS; vendors are not to include costs related to this or any other potential trips to Washington, D.C. in their cost proposals.)
- Prepare materials for, and attend, the BICS Project Capstone Event in Washington, D.C.

All written material is subject to approval by ODJFS prior to its acceptance, implementation, and/or distribution.

B. Data Collection and Management - The contractor selected to be the Project Director will be responsible for supporting the BICS partners' needs to collect, maintain, and share data effectively, reliably, and securely. In order to satisfactorily accomplish this deliverable, ODJFS expects that the contractor will, at minimum:

- Develop and document a data management protocol between OCS, the ODJFS/Office of Information Systems (OIS), the TAE team, and Franklin and Cuyahoga County BICS staff. The protocol should take into account, at minimum:
 - any confidentiality/safeguarding requirements for the child support program;
 - a process for routinized data requests and delivery; and,
 - a communication protocol between the project participants to ensure the efficient capture, reporting, and delivery of data, including clarification of terminology, time-frames, method of capture, method of delivery.
- Collaborate with the TAE team to ensure that the staff that are responsible for collecting evaluation-related data receive the necessary training. The contractor will also assist the TAE team with scheduling onsite visits conducted for training or data collection purposes, and with identifying and addressing any concerns related to administrative data.
- Coordinate with the TAE team to identify appropriate means of gathering and maintaining information for purpose of program mapping, evaluation, analysis, etc.

C. Program Oversight - A key requirement of the BICS Project Director will be oversight of all project activity in order to ensure Ohio's thorough and timely completion of all its responsibilities under the grant award. In order to satisfactorily accomplish this deliverable, ODJFS expects that the contractor will, at minimum:

- Develop, document, and implement a plan detailing arrangements for both long-distance and face-to-face meetings with project participants.
- Develop, document, and implement a schedule and methodology for the Project Director's visits with the two project sites and other exchanges of information or data (to be updated as necessary).
- Develop, document, and implement a methodology to actively engage with the county sites and oversee, monitor, manage, and support their progress (e.g., creation of standing agenda topics and progressive agenda topics based on project status and progress; pre-meeting preparations; post-meeting summation and documentation; and follow-up activities as needed).
- Consult with county Site Managers on a regular basis, both at their respective county sites and via conference calling or other electronic means of communication, to discuss progress, activities, observations, questions, and insights, and to identify and track issues, progress, and concerns, and then communicate those to OCS and the TAE team.

- Develop and document arrangements for actively participating in the TAE team onsite visits. Coordinate logistics and agendas as requested, and coordinate with all partners and OCS project staff to arrange for all key decision makers to be involved with the onsite visits as necessary.
- Throughout the project design life cycle, assist the TAE team with identifying barriers and assist with identifying behavioral interventions that can be implemented statewide and provide assistance with the development for a statewide rollout.

For each of the three deliverables identified above (A, B, and C), vendor proposals are to describe a sound plan for performing the work\providing the services required. The plan for accomplishing each deliverable should demonstrate to ODJFS that the vendor fully comprehends the work and why it is necessary to the success of the BICS project, and that the vendor has the ability and capacity to complete it successfully.

4.5 Selected Contractor Compensation Structure

On the Cost Proposal Form (provided as Attachment D to this RFP), vendors are to propose their firm, fixed, all-inclusive cost for the successful completion and delivery of each deliverable for which ODJFS will make compensation. The sum of the selected vendor's proposed costs for all payable deliverables will be the total compensation paid by ODJFS under the resulting contract for the successful completion of all work described in this RFP.

The contract with the successful vendor may, at ODJFS discretion, permit a schedule of payments at specified intervals indicating satisfactory progress toward completion of a deliverable. However, the total of any such interval payments, if approved, will not exceed the per-deliverable price as established in the contract.

Vendors are to use their business expertise in pricing the work described in this RFP taking into consideration any intervening steps or activities that must be performed in order to complete the work, and offer their costs accordingly, even if ODJFS does not explicitly identify those intervening steps or costs in this RFP. Allowable and approved travel expenses will be paid separately from the contract expected to result from this RFP.

Vendors are not to include any travel related expenses in their cost proposals. Allowable travel expenses actually incurred by the BICS Project Director will be reimbursed in accordance with currently effective Ohio Office of Budget and Management (OBM) rules and limits for state agency staff and contractors. Reimbursement for travel expenses will require proper invoicing accompanied by receipts and/or other supporting documentation.

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

The vendor is responsible for submitting a Technical Proposal and a Sealed Cost Proposal, 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 (5)** paper copies (one signed original and four copies) and one (1) CD-ROM copy of the technical proposal;

AND, in a sealed, separate envelope,

- **Three (3)** paper copies (one signed original and two copies) and one (1) CD-ROM copy of the cost proposal.

The vendor's original technical and cost proposals must contain all the information and documents specified in Section 5.2, Format for Organization of the Proposal. The vendor's total proposal submission (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than 3:00 p.m. on **September 09, 2015**. Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

**Office of Contracts and Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215
ATTN: RFP/RLB Unit**

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.

Along with the vendor's technical proposal, the cost proposal must be submitted in a separate, sealed envelope/package marked, "**DO NOT OPEN - COST PROPOSAL ENCLOSED**" along with the RFP title and identifying number and the vendor's name and contact information. The CD-ROM containing the cost proposal must be submitted in the sealed envelope/package 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 CD-ROMs may be used in the formal ODJFS proposal review process, and will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests; failure to include 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) 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 added to any previously received submissions, nor will they be considered.

OCA will accept proposals at any time during normal ODJFS business hours prior to the posted submission deadline (date and time). For hand delivery on the due-date, vendors must allow sufficient time for traffic incidents, downtown parking considerations, and for security procedures in the lobby of the Rhodes State Office Tower (address as stated above) and on the 31st Floor. All proposals must be received **no later than the specified deadline, both date and time, by the Office of Contracts and Acquisitions (OCA), on the 31st Floor of the Rhodes Tower**. 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.

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

In developing their proposals, vendors must fully and appropriately plan and price their proposed projects (cost information must be restricted to the cost proposal only), including all necessary preparatory and intervening steps, regardless of whether those steps are delineated in this RFP. 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 sections to which they correspond.

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

A. Proposal Organization

The vendor's technical proposal must contain the following components, organized in 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 may 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 or materials not required in the RFP. All pages beyond Tab 1 are to be sequentially numbered, either within each tab, or across the document as a whole.

Vendors must organize their technical proposals in the following order:

Tab 1 Required Vendor Information and Certifications Document

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

Attachment A, Section II. -- **Location of Business Form** Banning the Expenditure of Public Funds on Offshore Services. This form must be completed and signed by every vendor or applicant seeking to do business with the Ohio Department of Job and Family Services. This must be submitted as part of the response to any request for proposals, invitation to bid, request for grant applications, informal quotations, or other such competitive process. **Failure by any vendor to complete, sign, and return the Location of Business Form with its proposal will**

result in rejection of the proposal as being non-responsive and disqualified from further consideration.

The signed originals of the above referenced forms (RFP Attachment A, Sections I. and II.) 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 subcontractor(s), information on the subcontractor(s) and letters of commitment as required by Section 8.9, Subcontractor Identification and Participation Information should also be provided in Tab 1.

Tab 2 Vendor Experience and Qualifications

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

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

Sub-Tab 2b. Organizational Experience and Capabilities (Section 3.2, A through E)

In this section, the vendor is to include their response to the organization experience and capabilities requirements (including any subcontractors) as described in Section 3.2, of this RFP.

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

In this section, the vendor is to include their response to the staff experience and capabilities requirements (including any subcontractors) as described in Section 3.3, of this RFP.

Tab 3 Administrative Structures – Proposed Work Plan (Section 4.3, A through C)

Sub-Tab 3a. Item A

Sub-Tab 3b. Item B

Sub-Tab 3c. Item C

This section should describe in detail (in the order as outlined) the vendor's administrative structures as specified in Section 4.3 of this RFP, including an overview description of the vendor's plan for successfully performing the work summarized in Section 4.1, Scope of Work.

Tab 4 Specifications of Deliverables (Section 4.4, A through C)

Sub-Tab 4a. Deliverable A

Sub-Tab 4b. Deliverable B

Sub-Tab 4c. Deliverable C

This section should describe in detail how the vendor proposes to successfully achieve each of the deliverables specified in Section 4.4, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each deliverable identified in Section 4.4 behind separate sub-tabs as described above.

Tab 5 (Optional - as needed) Vendor Attachments or Appendices (for example, excerpts/samples of work products described in RFP Section 3.2 may be presented here.)

B. Cost Proposal

Three (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled as directed in Section 5.1, Proposal Submission Information.

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 D to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The BICS Project is expected to operate until September 30, 2019. The Cost Proposal Form requires interested vendors to provide a group of individual prices for those services defined in Section 4.4, 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.

Proposed costs should NOT include any travel expenses. Travel costs related to the selected contractor's duties will be reimbursed separately, for allowable and documented expenses (see Section 4.5, Selected Contractor Compensation Structure).

Vendors are to use the format in Attachment D, Cost Proposal Form, to submit their cost proposal for the work, separating costs by deliverable and according to SFY (2016, 2017, etc.). At the vendor's discretion, additional documentation may also be included with the completed Attachment D 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 costs resulting from each deliverable listed in Section 4.4 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).

C. IMPORTANT –DISQUALIFIERS FOR PROPOSAL ERRORS:

- Any vendor's technical proposal found to contain prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which might indicate 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 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. 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) 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, home 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 and successfully complete the work 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, as well as on the quality of their plans for performing this work. All qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS, Office of Child Support, and potentially from the Franklin County and Cuyahoga County Child Support Agencies. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS. Unexplained assumptions, lack of sufficient detail, poor organization, unnecessary use of self-promotional claims, and inadequate proofreading will negatively affect a proposal's score. 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. Scoring of proposals for this and all ODJFS RFPs is done through the consensus of the review team.

Selection of the contractor will be based upon the criteria described in this RFP. 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 the intent is not unreasonably obscured. 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 Phase I. Review as required in the Technical Proposal Score Sheet. **Any “no” for the listed Phase I. criteria will eliminate a proposal from further consideration. Please refer to Attachment C, 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 qualifying technical proposals (that is, those not eliminated in Phase I), by assessing how well the vendor meets the requirements as described in the RFP. Using the score sheet for Phase II scoring (see Attachment C 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 score as defined in Attachment C will be disqualified from any further consideration and its cost proposal will neither be opened nor considered.

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

C. Phase III. Review—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.

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 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, ODJFS will then consider those vendors' revised cost proposals which are within the budget according to the process described in this section above, and in the Technical Proposal Score Sheet, Attachment C, for vendor selection purposes.

6.2 Review Process Caveats

ODJFS may, at its sole discretion, waive minor errors or omissions in vendors' technical and/or cost proposals or related 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 or related 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, and are at the sole discretion of ODJFS.

Should ODJFS determine a need for interviewing vendors prior to making a final selection, responses 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.

Vendors may request changes to the model contract agreement (Attachment B) but any such requested changes must be approved by ODJFS either as requested or following a process of negotiation. While requested changes to the model agreement may have no effect on a vendor's proposal score, any proposed changes to the ODJFS model agreement that cannot be accepted or negotiated without causing undue delay (as defined by ODJFS) in the execution of a contract may, at the sole discretion of ODJFS, result in the disqualification of the vendor and its proposal. See also Section 8.6, Contractual Requirements of the RFP for more details on this situation.

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, and 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 (or the Director's designee) 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 scores, the proposal with the higher score in the technical proposal will prevail.

SECTION VII. PROTEST PROCEDURE

7.1 Protests

Any 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 the ODJFS Office of Contracts and Acquisitions, 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 seventh (7th) 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 Contracts and Acquisitions after the time periods set forth in Item B. of this section.
 - D. All protests must be filed at the following location:

Deputy Director
ODJFS Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215
 - E. When a timely protest is filed, 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. The ODJFS Office of Contracts and Acquisitions 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 or any solicitation if, in the opinion of ODJFS, 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 where this RFP is posted. 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, A 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 and 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 Ohio Revised Code (ORC) 1333.61 in their proposals in response to any ODJFS RFP, Requests for Letterhead Bids (RLB) or other such procurement efforts. ODJFS shall consider all proposals or similar responses voluntarily submitted to any ODJFS procurement document to be free of trade secrets, and such proposals if opened by ODJFS may, in their entirety, be made a part of the public record.

All proposals and any other documents submitted to ODJFS in response to any RFP, RLB, etc., shall become the property of ODJFS. This RFP and, after the selection of a vendor for award, any proposals received in response to it and opened, reviewed and considered by ODJFS are deemed to be public records pursuant to ORC 149.43. For purposes of this section, the term "proposal" shall mean both the technical proposal (or application or other response documentation) and the cost proposal submitted by the selected vendor, if opened, and any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to any ODJFS procurement efforts which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

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 B of this RFP;

- B. Many of the terms and conditions contained in the model contract (See Attachment B) 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 3119, 3121, 3123, and 3125 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

See Section 4.5, Selected Contractor Compensation Structure, and Section 5.2 B, Cost Proposal, for information on travel expenses for this project.

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 to ODJFS by a certified MBE, the vendor is strongly encouraged to competitively select an Ohio certified MBE to which the vendor would subcontract a portion of the work worth a minimum of fifteen percent (15%) of the total contract price.

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:

- A. The subcontractor's legal status, federal tax ID number, and principle business address;
- B. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;

- C. A complete description of the work the subcontractor will do;
- D. A commitment to do the work, if the vendor is selected;
- E. A statement that the subcontractor has and understands the RFP, the nature of the work, and the requirements of the RFP; and,
- F. 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:

- A. The subcontractor's legal status, federal tax ID number, and principle business address;
- B. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
- C. A complete description of the work the subcontractor will do;
- D. A commitment to do the work, if the vendor is selected;
- E. 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 Evaluations and/or Reports

Public release of any evaluation or monitoring reports funded under this agreement may be made only following approval 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 the implementing regulations found 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 or 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 or 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 B 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 (ORC 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 ORC 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) have 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, county, state) 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 Ohio Presence Consideration

The vendor that is awarded the contract resulting from this RFP is required to maintain a physical presence in Ohio throughout the term of the contract, including all renewal periods. Therefore, each vendor must either demonstrate in its proposal that it currently has a physical presence in Ohio or demonstrate concrete plans for establishing a physical presence, to include the actual or proposed location of the vendor's presence. Vendor proposals must identify the work to be performed for this project at that location and identify vendor personnel, either by staff name or function who will operate from the Ohio location. ODJFS reserves the right, at its sole discretion to reject any proposals which fail to comply with this requirement.

8.24 Prohibition against Services Performed Outside the United States

All vendors seeking an award of an ODJFS contract must attest that no funds provided by ODJFS would be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. This required attestation is identified as the "Location of Business Form" included in the "Required Vendor Information & Certifications Documents," provided as Attachment A, Section II, to this RFP. The entire form 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. **Failure to properly complete Attachment A will result in the disqualification of the vendor's proposal from consideration.**

8.25 Proposal Submissions as Public Record

Vendors will be required to attest in Attachment A, Section I, Item #15 that no information included in their proposal submission is confidential and/or a trade secret (as defined in Sections 3.3, 5.2, C, and 8.5 of the RFP or where found in an RFP document) and may be posted in its entirety on the Internet for public viewing, or otherwise publicly released. Following submission to ODJFS, all proposals submitted may become part of the public record. ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited information. The vendor affirms that it shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODJFS in any public records requests.

8.26 Combating Trafficking In Persons

Any contractor doing business with the State must be in compliance with the Federal Acquisition Regulation (FAR) for Combating Trafficking in Persons, 48 CFR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons." The provisions found in 48 CFR Subpart 52.2,

specifically Subpart 52.222-50, will be incorporated into the resulting ODJFS contract by reference. Additional information on identifying Human Trafficking may be found at:
<http://powerhost.powerstream.net/008/00153/HumanTrafficking.wmv>.

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, A.*)**
- B. ODJFS Model Contract (*For vendor reference purposes*)**
- C. Technical Proposal Score Sheet (*For vendor self-evaluation purposes...do not submit*)**
- D. Cost Proposal Form (*To be completed & included in cost proposal packet as specified in Sec. 5.2, B.*)**

SECTION X. APPENDICES AND THEIR USES

- A. Ohio BICS Grant Application (excerpt)**
- B. Federal Opportunity Announcement (HHS-2014-ACF-OCSE-FD-0818)**

Thank you for your interest in this project.

Attachment A

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

Section I – Required Vendor Information

Section II - Location of Business Form

Attachment A—Section I.

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

Purpose: 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

1. ODJFS RFP/RLB #:	2. Proposal Due Date:
3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	
3a. Vendor’s Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: http://ohiosharedservices.ohio.gov/Vendors.aspx . The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OBM-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services <u>does not</u> assume a vendor/applicant award of any ODJFS contract/grant.]	
4. Vendor Corporate Address:	5. Vendor Remittance Address: (or “same” if same as Item # 5)
6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>: Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ Fax #: _____	
7. 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): Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ Fax #: _____	

8. Is this vendor an Ohio certified MBE? Yes No 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 WILL RESULT IN DISQUALIFICATION.)

9. 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 of recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute, or otherwise qualifies under that section to enter into contracts with the State of Ohio.

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____

Work To Be _____

Performed: _____

(a brief description) _____

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

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

	Nationwide:	Ohio Offices:
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, 2013) 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

11. 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 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.

12. 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 13 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)

13. 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.)

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

15. I _____, (vendor representative in Item # 7) hereby attest that I understand that any and all information included in this proposal is not confidential and/or trade secret information (as defined in Sections 3.3, 5.2, D., 8.5, and 8.25 of the RFP or where found in an RLB document) and that the proposal submission may be posted in its entirety on the Internet for public viewing. Following submission to ODJFS, all proposals submitted may become part of the public record. ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information. The vendor affirms that they shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODJFS in a public records request(s).

Attachment A—Section II.

Location of Business Form

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

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

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

(Address) (Address, City, State, Zip)

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

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip

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

C-1617-00-0000

RECITALS:

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

- A. ODJFS issued a Request for Proposals (RFP) titled _____, numbered _____, and dated [DATE], which is hereby incorporated by reference.
- B. The ODJFS proposal review team recommended for award the Application of CONTRACTOR, submitted by CONTRACTOR on [Date] which is hereby incorporated by reference.
- C. 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 the dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODJFS.
- D. Key personnel that are identified by the CONTRACTOR as critical to the success of the Contract may not be removed without a reasonable notice to ODJFS, and replacements will not be made without ODJFS approval.

ARTICLE I. PURPOSE; DELIVERABLES

- A. CONTRACTOR will perform its responsibilities (Deliverables) under this Contract as follows: OR CONTRACTOR will perform its responsibilities (Deliverables) under this Contract in accordance with the RFP and the Proposal. The responsibilities are summarized as follows:
- B. The ODJFS Contract Manager is **ODJFS Contract Manager**, or his/her successor.
- 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 10 business 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 ODJFS pursuant to the notice provisions 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 to 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 or an advertisement for CONTRACTOR.

- D. [UNIVERSITY] The Deliverables produced by CONTRACTOR under this Contract will be copyrighted in the name of CONTRACTOR. CONTRACTOR hereby grants to ODJFS a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any Deliverable either in whole or in part, and to produce derivative works. CONTRACTOR will assure that all products contain appropriate copyright attribution and ODJFS will treat Deliverable products as the intellectual property of CONTRACTOR for purposes of ORC 149.43. CONTRACTOR further reserves the right to use the Deliverables produced under this Contract for research and academic purposes, including the right to publish the work in scholarly journals or other academic publications.

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from _____ or the date of issuance of an approved State of Ohio purchase order, whichever is later, through _____, unless this Contract is suspended or terminated prior to the expiration date. This Contract may be renewed through June 30, 201X, 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. 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 (SFY) 2016, and up to SFY2 AMT Dollars (\$SFY2) for SFY 2017, expressly for the completion of the Deliverables. 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. It is further agreed that reimbursement of travel expenditures shall not exceed [SFY1 Travel Dollar Amount] Dollars (\$SFY1 Travel) for SFY [SFY1] and [SFY2 Travel Dollar Amount] Dollars (\$SFY2) for SFY [SFY2],

which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in OAC 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. CONTRACTOR expressly agrees not to submit claims for expenses which do not meet the requirements of this Section and further agrees to submit all claims to the ODJFS Contract Manager for approval prior to submitting a claim for reimbursement.

- C. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Contract Manager as long as the total amounts per SFY and the total overall Contract amount remains unchanged. Any changes to the travel costs will require a written amendment to this Contract.
- D. Compensation will be paid pursuant to CONTRACTOR's **accepted budget [or cost proposal]** as incorporated below **[or as attached]**.
- E. CONTRACTOR will submit detailed invoices on a **one-time, monthly, quarterly, annual** basis to the ODJFS, **Contract Manager, Office, Office Address OR Bureau of Accounts Payable at 30 East Broad Street, 37th 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, including such detail as required per the compensation section of this Contract; deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
 5. Description of Deliverables performed during the billing period; and
 6. Other documentation requested by the ODJFS Contract Manager.
- F. 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 of this Contract.
- G. 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. State of Ohio purchase orders are issued per state fiscal year. CONTRACTOR must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- H. 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.
- I. 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 SFY, 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, or upon completion of all Deliverables, or once all compensation has been paid.
- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving 30 calendar days written notice to the other party. Upon written notice to CONTRACTOR, ODJFS may immediately suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provisions of Sections A or B, 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;
 2. ODJFS discovers any illegal conduct by CONTRACTOR; or
 3. CONTRACTOR has violated any provision of ARTICLE VIII.

Suspension or termination under this provision shall not entitle CONTRACTOR to any rights or remedies described in Section F of this ARTICLE.

- D. Unless otherwise provided for in this ARTICLE, CONTRACTOR will have 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 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 30 calendar days. For purposes of this Section, "persistent" means that ODJFS has notified CONTRACTOR 2 times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The 2 notices do not have to relate to the same obligation or type of failure. After the second 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 30 calendar days generally applicable in this Section. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate. If ODJFS does not give timely notice of a breach to CONTRACTOR, ODJFS has not waived any of its rights or remedies concerning the breach.
- 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 and refusing any additional orders;
 3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status and percentage of completion of all Deliverables, including the results accomplished and the conclusions reached through Deliverables;
 4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and deliver any and all materials or work produced under or pertaining to this Contract whether completed or not; and
 5. 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 B or termination for loss of funding pursuant to Section C, ODJFS will be entitled to

utilize another contractor to complete the Deliverables 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 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.
- 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 this Contract.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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 subcontract agreements 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.
- A. [UNIVERSITY] ODJFS agrees that any media (including documents, reports, data, photographs, negatives, electronic reports and records) produced pursuant to this Contract or acquired with Contract funds will become the property of CONTRACTOR; however, CONTRACTOR hereby grants to ODJFS a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any such media.
- B. All ODJFS information that is classified as public or private under Ohio law 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 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 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. CONTRACTOR will defend such a claim.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this 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 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) Omni-Circular, Title 2 of the Code of Federal Regulations (CFR) Part 200. 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. 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 in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Contract is **INSERT RECORDS SCHEDULE [Must be minimum of 3 years, 2 CFR 200.333]**. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. CONTRACTOR agrees to retain all records in accordance with any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require CONTRACTOR to keep the records longer than the approved records retention schedule. CONTRACTOR will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If CONTRACTOR fails to retain the pertinent records after receiving a litigation hold from ODJFS, CONTRACTOR agrees to pay all costs, damages and expenses associated with any cause, action or litigation arising from such destruction.
- G. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (42 USC 1320d through 1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONTRACTOR further agrees to include the terms of this section 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. **It is agreed that line item budget modifications may be made, in writing, upon approval by the ODJFS Contract Manager without a written amendment pursuant to ARTICLE III.** 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 business 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, 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 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 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.
[DELETE IF UNIVERSITY]
- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section, 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. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was

not in compliance with this Section 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, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. 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. If applicable, CONTRACTOR agrees to comply with the provisions of Equal Employment Opportunity Clause (41 CFR Part 60), the Davis-Bacon Act (40 USC 3141-3148), the Copeland Act (40 USC 3145), and the Contract Work Hours and Safety Standards Act (40 USC Chapter 37), regarding labor standards for federally assisted construction contracts.
 - e. 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 and Conflicts of Interest Laws.**
 - a. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
 - b. 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 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 2 calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - c. 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.
 - d. 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. 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.

4. **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 Dollars (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations, and is in compliance with 45 CFR 2543.87 the Byrd anti-lobbying amendment.
 - b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
5. **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.
6. **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 18.
7. **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.
8. **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.
9. **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. In accordance with 2 CFR 200.321, CONTRACTOR agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
9. **[Use when program area is requiring] MBE Requirement.**
 - a. CONTRACTOR is required to seek and set aside at least ____% of the cost of work for qualified Minority Business Enterprises (MBE). In seeking MBE subcontractors, the CONTRACTOR must utilize a competitive process to which only Ohio certified MBEs may respond and require the MBE to maintain their certification through the term of the agreement, including any renewals.
 - b. CONTRACTOR shall indicate on all invoices submitted to ODJFS the dollar amount attributed to the goods or services provided by the MBE subcontractors along with documentation of the MBE subcontractor's activities. CONTRACTOR shall report its monetary payments to the MBE subcontractor under this Contract monthly to the ODJFS Contract Manager.

- c. CONTRACTOR may apply for a modification or waiver of the 15% MBE subcontractor set-aside requirement, however, such modification or waiver request may be submitted no earlier than 6 months from the contract award and no later than 2 months of the completion of the contract, whichever is sooner. CONTRACTOR may apply in writing, on a form prescribed by ODJFS, for a waiver or modification of the MBE set-aside requirement from the ODJFS Contract Manager. CONTRACTOR shall submit evidence acceptable to ODJFS demonstrating that the CONTRACTOR made a good faith effort to seek MBE subcontractors, in order to justify the granting of a waiver or modification. Within 30 days of receipt of the request, ODJFS will determine whether CONTRACTOR's good faith efforts and submitted documentation justify the granting of a waiver or modification. If a waiver or modification is denied, CONTRACTOR will have an opportunity to attain the requirement before the completion of the work. If CONTRACTOR fails to attain the requirement, CONTRACTOR may be found in non-compliance with the terms of the contract.

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

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

- a. CONTRACTOR certifies that by executing this Contract, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.
- b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
 - (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for the contractor and all subcontractors.
- c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States.
- d. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODJFS all funds paid for those services.

In addition, if CONTRACTOR or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Contract for such breach, upon written notice to CONTRACTOR. If ODJFS terminates the Contract, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

11. **[PRIVATE ENTITY] Combating Trafficking in Persons.**

- a. CONTRACTOR agrees that it is in compliance with the Federal Acquisition Regulation (FAR) for Combating Trafficking in Persons, 48 CFR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons."

The provisions found in 48 CFR Subpart 52.2, specifically Subpart 52.222-50 are hereby incorporated into this Contract by reference.

- b. CONTRACTOR, its employees, its subcontractors, or subcontractor's employees are prohibited from the following activities:
 - (1) Engaging in severe forms of trafficking in persons during the period of performance of the Contract;
 - (2) Procuring commercial sex acts during the period of performance of the Contract; or
 - (3) Using forced labor in the performance of the Contract.
 - c. CONTRACTOR agrees that it shall notify its employees, and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.
 - d. ODJFS has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODJFS may implement section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.
11. **[UNIVERSITY] Combating Trafficking in Persons.** Pursuant to 22 USC 7104(g), this Contract may be terminated without penalty if CONTRACTOR or any subcontractor paid with Contract funds:
- a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Contract or any subcontracts or subagreements are in effect; or
 - b. Uses forced labor in the performance of activities under this Contract or under any subcontracts or subagreements.
 - c. CONTRACTOR agrees that it shall notify, and require all of its subcontractors to notify, its employees of the prohibited activities described in the preceding paragraph.
 - d. ODJFS has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODJFS may implement section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.
12. **Civil Rights Assurance.** The CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
13. **Clean Air Act and Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS.
14. **Energy Policy and Conservation Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201. Violations must be reported to the Regional Office of the USEPA and ODJFS.
15. **Solid Waste Disposal.** CONTRACTOR agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the USEPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding federal fiscal year exceeded

\$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the USEPA guidelines.

16. **Rights to Inventions.** If applicable, if any products or services under this Contract meet the definition of “funding agreement” under 37 CFR 401.2(a), and CONTRACTOR enters into a subcontract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable federal and state regulations.
17. **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. BUSINESS CONTINUITY PLAN

- A. CONTRACTOR recognizes that certain services under this Contract are vital to ODJFS and must be continued without interruption. CONTRACTOR shall be prepared to continue providing such services identified by ODJFS, during periods of disaster, crisis, or other unexpected break in services based upon a Business Continuity Plan (Plan). CONTRACTOR is required to implement and maintain a sustainable Plan throughout the term of this Contract, and provide the Plan to ODJFS upon request. The Plan will, at a minimum:
 1. Enable continued performance under this Contract in the event of a disaster or other unexpected break in services; and
 2. Ensure the continuity for identified vital services and supporting facilities.
- B. For purposes of this Article, the term “disaster” means an unanticipated incident or event, including, but not limited to, force majeure events, technological accidents or human-caused events that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption; or causes data loss, property damage or other business interruption without any prediction for recovery within a commercially reasonable time period.

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. CONTRACTOR acknowledges and agrees any individual providing personal services under this Contract is not a public employee for the purposes of Chapter 145 of the Revised Code. Pursuant to ORC 145.038, ODJFS is required to provide individuals and business entities with fewer than 5 employees the Independent Contractor Acknowledgment (Form PEDACKN), please see Attachment A. This form requires CONTRACTOR to acknowledge that ODJFS has notified CONTRACTOR that he or she has not been classified as a public employee and no OPERS contributions will be made on his or her behalf for these services. If CONTRACTOR is a business entity with fewer than 5 employees, please have each employee complete the PEDACKN form, the first two pages of Attachment A. If CONTRACTOR is not an individual or a business entity with fewer than 5 employees, please complete page 3 of Attachment A.
- 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, infringement resulting, and/or any other claims

arising from the performance of the 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. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- B. **[UNIVERSITY] Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Contract will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to CONTRACTOR under ARTICLE III or the actual amount of direct damages incurred by any party whichever is less. CONTRACTOR's sole and exclusive remedy for ODJFS's failure to perform under this Contract is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the limitations set forth in this ARTICLE. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, 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.
- C. **[UNIVERSITY] Infringement of Patent or Copyright.** To the extent permitted by law, 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 V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or

avoid the delay. Items that are controllable by 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.

- F. **Counterpart.** This Contract may be executed in one, or more than one counterpart and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE X. CONSTRUCTION

This 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

ATTACHMENT C
RFP: R1617098090-R
Technical Proposal Score Sheet

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**.

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Section Reference	YES	NO
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 and 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 Attachment A to the RFP?	5.2 A		
4	Included in those certifications, does the vendor state that it is not excluded from entering into a contract with ODJFS due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24?	5.2 A, 8.18		
5	Does the ODJFS review of the Auditor of State website verify that the vendor is not excluded from contracting with ODJFS under ORC § 9.24 for an unresolved finding for recovery?	5.2 A, 8.18		
6	Does the vendor’s proposal indicate a minimum of at least three (3) years of experience in project management OR two (2) years of experience in project management <u>combined with</u> professional project management certification?	3.1 A		
7	Does the vendor’s proposal name one individual to be the BICS State Project Director, and demonstrate that individual has a master’s degree in business administration, public administration, social sciences, or other related field AND at least (3) years’ experience in project management activities involving multiple participants\partners\ stakeholders in a research or process-analysis or process re-design project?	3.1 B		
8	Does the proposal indicate or affirm that the individual who would serve as the project director would be fully dedicated to the Ohio BICS project throughout the life of the contract?	3.1 C		
9	Did the vendor <u>remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff</u> from resumes and all other parts of the proposal package?	3.3, 5.2 C		

PHASE II: Criteria for Scoring of Technical Proposal - Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODJFS, Office of Child Support. 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:

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 extended point value (score earned multiplied by criteria weight) 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 **258** points (a score which represents that the selected vendor has the capability to successfully perform the work) out of a maximum of **320** 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 review process.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
REQ. VENDOR INFO. & CERTIFICATIONS								
1	The vendor has included, properly completed and signed, the Required	5.2 A	1					
VENDOR QUALIFICATIONS								
MANDATORY VENDOR QUALIFICATIONS								
2	Does the vendor proposal clearly demonstrate that vendor has at least three (3) years of experience in project management OR two (2) years of experience in project management <u>combined with</u> professional project management certification?	3.1 A	2					
3	Does the vendor proposal clearly designate one individual with at minimum a master's degree in business administration, public administration, social sciences, or other related field, who would serve as the BICS State Project Director?	3.1 B, 1 and 3.3 A	2					
4	Does that individual also have at least three (3) years' experience in project management activities (such as planning, organizing, facilitating, and coordinating project efforts, or implementing project results) involving multiple participants\ partners\ stakeholders in a research or process-analysis or process re-design project?	3.1 B, 2 and 3.3 B	2					
ORGANIZATIONAL EXPERIENCE & CAPABILITIES								
	For the following criteria, the vendor's descriptions should, to the best of the vendor's ability, emphasize experience that is comparable to the work described in this RFP and should discuss how the vendor's capabilities would be valuable to the success of this project; ODJFS will score vendor responses according to those standards.							
5	Has the vendor provide a detailed description of its experience, and level of responsibility, in planning, facilitating, and implementing projects involving multiple partners and organizations, comparable to the work as described in this RFP, and shown how that experience would be valuable in achieving success on this project?	3.2, A	3					
6	Do the vendor's descriptions of at least two past projects (within the last six years) involving complex group work activities or work teams for which the vendor utilized its skills in areas such as project management; group or process facilitation; community organizing; documenting, record-keeping, and report writing; project coordination and implementation; etc., indicate that the vendor has had experience sufficiently similar to the work required for this project to be valuable in achieving success?	3.2, B	3					
7	Has the vendor provided current and complete contact information for at least of the customers of the services described in response to Section 3.2 B, above?	3.2, C	1					
8	Has the vendor demonstrated at least four years' experience implementing large scale processes and procedures for multi-layer organizations, such as state and local government offices?	3.2, D	2					
9	Has the vendor demonstrated at least two years' experience working with publicly-funded human services programs (e.g., local, state, or federal-directed employment-related projects, anti-poverty programs, education programs, senior- or child-protection, health care)?	3.2, E	2					
STAFF EXPERIENCE & CAPABILITIES								
10	Has the vendor demonstrated that the designated project director or other specified key staff member, has project management certification and/or experience using the Project Management Body of Knowledge (PMBOK) and Microsoft Office Suite?	3.3 C	3					
SCOPE OF WORK & SPECIFICATION OF DELIVERABLES								

In the following section, the proposal will be evaluated on how well the vendor has communicated its plan for performing the work, and to what degree that plan meets ODJFS expectations in order to achieve project success.

ADMINISTRATIVE STRUCTURES—PROPOSED WORK PLAN								
11	Has the vendor designed and described an effective technical approach and work plan to be implemented, consisting of an overview description of the vendor's plan for successfully completing the work described in this RFP, specifically, in Section 4.1, Scope of Work?	4.1 and 4.3 A	2					
12	Has the vendor provided a narrative that demonstrates how the vendor's proposed approach would, if implemented, successfully achieve the objectives as identified in Section 1.4 of the RFP?	4.3 B	3					
13	Has the vendor has provided a current organizational chart (including any subcontractors) specifying the key management and administrative personnel who will be assigned to this project?	4.3 C	1					

SPECIFICATIONS OF DELIVERABLES
 For each of the three criteria below, vendor proposals will be evaluated on how well they describe a plan for performing the work\providing the services required, how sound that plan is, whether it demonstrates a full comprehension of the work and why it is necessary, and on whether vendor has the ability and capacity to complete it successfully.

14	Has the vendor proposal presented a sound plan (as described above and in the RFP) for successfully accomplishing the deliverable for project development, management, and reporting?	4.4 A	2					
15	Has the vendor proposal presented a sound plan (as described above and in the RFP) for successfully accomplishing the deliverable data collection and management?	4.4 B	2					
16	Has the vendor proposal presented a sound plan (as described above and in the RFP) for successfully accomplishing the deliverable for program oversight?	4.4 C	2					

PROPOSAL ORGANIZATION								
17	Has the vendor submitted a proposal which complies with the specified submission format?	5.2	0.5					
18	Has the vendor submitted a proposal which has been thoroughly proofread for spelling and grammatical errors?	6.1	0.5					

TRADE SECRET INFORMATION								
19	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		

Column Subtotal of "Partially Meets" points								
Column Subtotal of "Meets" points								
Column Subtotal of "Exceeds" points								
TOTAL SCORE:								

Based upon the Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of the Cost Proposal? (Vendor's Grand Total Technical Score must be at least 258 points.)

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

Attachment D - Vendor Cost Proposal Form
ODJFS RFP R1617098090-R BICS State Project Director Services

Vendor Name and signature: _____

Vendors are to complete this form (or a facsimile) fully and send it to ODJFS according to directions given in Section VI., sub-section 5.2, B.

Vendors are to propose their firm, fixed, all-inclusive cost for the successful completion and delivery of each deliverable, for each of the state fiscal years of the project (including a period of approximately three months in SFY2020). Proposed deliverable costs are to be totaled per SFY, per biennium, and for the entire expected project period.

RFP Sect. 4.4	Deliverable	SFY 2016 Costs (11/2015 – 6/30/2016)	SFY 2017 Costs (7/01/16 – 6/30/17)	Biennium Total Cost	SFY 2018 Costs (7/01/17 – 6/30/18)	SFY 2019 Costs (7/01/18 – 6/30/19)	Biennium Total Cost	SFY 2020 (1 st Qtr) (7/01/19 – 9/30/19)	Biennium Total Cost	Project Total Proposed Costs
A	Project Development, Management, and Reporting:									
B	Data Collection and Management:									
C	Program Oversight:									
	Per-SFY and Per-Biennium Totals:									

Vendors are **not** to include any travel related expenses in their cost proposals. Allowable travel expenses actually incurred by the BICS Project Director will be reimbursed in accordance with currently effective Ohio Office of Budget and Management (OBM) rules and limits for state agency staff and contractors. Reimbursement for travel expenses will require proper invoicing accompanied by receipts and/or other supporting documentation.

The contract with the successful vendor may, at ODJFS discretion, permit a schedule of payments at specified intervals (e.g., monthly) indicating satisfactory progress toward completion of a deliverable. However, the total of any such interval payments, if approved, will not exceed the per-deliverable price as established in the contract.

Note: Proposed costs for all renewal periods are required, but contract renewals are contingent upon availability of necessary funding, satisfactory contractor performance, all required funding and contract approvals, and is at the sole discretion of ODJFS. END of R1617098090-R Cost Proposal Form.

Behavioral Interventions for Child Support Services
HHS-2014-ACF-OCSE-FD-0818

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Project Abstract

Project Title: Understanding Perspectives-Behavioral Interventions in Child Support

Applicant Name: State of Ohio Department of Job and Family Services, Office of Child Support

Address: 30 E. Broad Street, 38th Floor, Columbus, OH 43215

Contact Name: Jeffrey Aldridge, Deputy Director

Contact Information: (614) 728-5193 (phone); (614) 995-7159 (fax) Jeffrey.Aldridge@jfs.ohio.gov Website: www.jfs.ohio.gov/ocs

“Understanding Perspectives-Behavioral Interventions for Child Support Services” (UP-BICS) expands Ohio’s successful use of behavioral interventions by applying the Behavioral Diagnosis and Design Process to improve the child support order modification process. In partnership, the Ohio Department of Job and Family Services, Office of Child Support, the Franklin County Child Support Enforcement Agency, and the Cuyahoga County Job and Family Services, Office of Child Support Services will use behavioral intervention techniques to revise and improve Ohio’s complicated modification process. The goal of the project is to increase the number of parents who apply for, and complete, the order modification process. The project will also measure parental involvement, and the amount and frequency of payments in both the intervention and control groups over the life of the grant.

Ohio’s implementation of behavioral economics and intervention techniques dates back to 2012 when Franklin County was selected as a pilot site for the Behavioral Interventions to Advance Self-Sufficiency (BIAS) Project, sponsored by the Office of Planning, Research and Evaluation, Administration for Children and Families (ACF), MDRC and ideas42. Early behavioral mapping concentrated on the modification process, but was deemed to require greater time and resources than allotted for the BIAS projects. Franklin County and MDRC instead focused their efforts on testing behavioral interventions to increase collections amongst sporadic payers. In 2014 Cuyahoga County’s child support program was selected as an additional Ohio site.

However, the concerns regarding Ohio's order modification process remain. For child support to be reliable, orders must be calculated accurately and based on a parent's actual ability to pay. If noncustodial parents do not participate in the process or their requests for review are denied, the cycle of mounting arrears continues and children do not receive the financial support they need. The proposed project will refine and expand behavioral mapping of the modification process, including identifying the problems, gathering data, creating a process map, identifying the drop-off points, defining hypothesized bottlenecks, designing interventions, piloting the interventions and evaluating the data results. Promising interventions will be applied to the modification process; the behavioral diagnosis and design process will continue to be tweaked with multiple reiterations until successful outcomes are established. Once results are confirmed, statewide implementation will ensue. In addition, staff from both counties will be identified as Behavioral Intervention Consultants (BICs) to promote and assist counties throughout Ohio with design and implementation of behavioral interventions for program-wide process improvements.

Ohio stands ready to continue its pioneering work at applying behavioral interventions to its child support program. Diagnosing potential bottlenecks and identifying behavioral changes that improve child support order modifications will positively impact not only the individual processes, but also the relationship between our program and the families we serve.

Outcomes Expected / Goals of the Project

One of the primary initiatives of the Administration for Children & Families, U.S. Department of Health and Human Services, Office of Child Support Enforcement (OCSE) Project to Avoid Increasing Delinquencies (PAID) project was to encourage all child support agencies to establish realistic child support orders based on a noncustodial parent's actual ability to pay. Program professionals learned long ago that consistent payments help custodial families achieve economic stability, which is especially important to the millions of poor and deeply poor families served by the child support program.¹

¹ Elaine Sorensen, *Child Support Plays an Increasingly Important Role for Poor Custodial Families*, Urban Institute, 2010 (finding that child support represents 40 percent of income for poor custodial families who receive it and 63 percent of income for deeply poor custodial families who receive it).

Right-sizing child support orders so that the order is realistic and based on the parent’s actual ability to pay, results in higher compliance and can increase the non-custodial parent’s interaction with the child. Research also shows that setting a realistic order improves the chances that child support payments will continue over time.² Additionally, if the child support order is set too high, low income noncustodial parents may be discouraged from taking and keeping jobs, remaining in the underground economy.³

This project, titled “Understanding Perspectives-Behavioral Interventions in Child Support” (UP-BICS) is designed to accomplish four (4) outcomes through six (6) identified goals. As will be further discussed in the next section, child support leaders in Ohio have recognized that “right sizing” orders is critical to engaging clients in the management of their case and in the lives of their children. Ohio has evaluated aspects of its modification process and has implemented key strategies to insure that orders are based on reasonable expectations of the parent’s ability to pay. These strategies include: obtaining accurate income information from both parents; limiting the use of imputed income; minimizing the use of default orders; developing appropriate guidelines for low-income parents and; providing enhanced case management services. However, the strategy to increase client participation in the process has been thwarted, as Ohio’s current process of initiating and completing the order modification has multiple barriers for both clients and staff. The **primary outcomes** to be derived from this project are: 1) to use behavioral intervention techniques to revise and improve Ohio’s current complicated modification process; 2) to increase the number of clients who apply for order modification by 10%; 3) to

² Carl Formoso, *Determining the Composition and Collectability of Child Support Arrearages*, Washington Department of Social and Health Services, Division of Child Support, 2003

³ Vicki Turetsky, *Staying in Jobs and Out of the Underground: Child Support Policies that Encourage Legitimate Work*, Center for Law and Social Policy, 2007. www.clasp.org/admin/site/publications/files/0349pdf.

increase the number of clients who complete the order modification process by 10%; and 4) to increase parental involvement of clients participating in the modification process by 5%. The following goals are proposed to be tested and/or implemented during this project:

1. Increase Client Participation in the Modification Process
2. Increase Order Compliance Amongst Target Population
3. Increase Parental Engagement Amongst Target Population
4. Increase Client Communication with the Program
5. Disseminate Proven Interventions Statewide
6. Develop Behavioral Intervention Consultants to Promote and Assist Other Counties in Applying Behavioral Mapping Concepts to Other Program Processes

The primary goal of this project is to promote and increase client participation in the modification process. First, we intend to develop behaviorally informed marketing materials and forms. Second, we envisage the removal of behaviorally identified barriers to participation. The project will especially target obligors who have paid less than 75% of their total monthly obligation during the previous 6 months.

The other goals will be measured from the outcome data flow of the first goal.

The second goal is based on the hypothesis that “right sizing” orders will result in increased order compliance. The state and counties will gather data from the target population before and after the intervention to determine if “right sizing” orders has an impact

on order compliance. Since the grant is a five (5) year grant with three (3) years of implementation, the long-term data collection necessary to test this hypothesis makes this a measurable goal for this grant.

The third goal is to reduce barriers to parental engagement by “right sizing” orders. There is program research⁴ and anecdotal evidence derived from the client focus group interviews already conducted by Franklin County Child Support Enforcement Agency that obligors who feel they cannot pay their child support orders will avoid contact with the custodial parent and, therefore, the child. UP-BICS will measure parental involvement by non-custodial parents through various client survey methods before and after the modification process.

The fourth goal is client communication with the child support program. Current processes are often times incomprehensible to clients and actually inhibit them from service engagement. Forms that are difficult to read overwhelm clients and may cause them to abandon their request for a modification of their order. By creating processes that resonate with clients, which are understandable and appreciated, it helps to establish more productive relationships with clients and they are more apt to follow through on their actions. It also opens up the freeway of communication and conversation which then assists staff in keeping case management productive and current. In conjunction with the third-party technical assistance and evaluation team (TAE), the counties will devise surveys or identify other data elements (e.g., tracking the number of client calls) that can be used to measure this goal.

⁴Judith A. Seltzer, University of Wisconsin-Madison; Sara McLanahan, Princeton University; Thomas L. Hanson, Syracuse University, Network on the Family and the Economy, *Will Child Support Enforcement Increase Father-Child Contact and Parental Conflict after Separation?* March, 1997, <http://apps.olin.wustl.edu/macarthur/working%20papers/wp-mclanahan1.htm>

The fifth and necessary goal of the UP-BICS project is statewide dissemination of effective interventions, whether for specific target populations or as part of general case management. Using two of the three largest counties in the state will give tremendous statistical power to the analysis of the interventions tested. Once an intervention is proven to be successful in increasing client participation in the modification process, the best practice will be disseminated statewide.

Sixth and last, participation in this grant will allow Ohio to create a group of Behavioral Intervention Consultants who can assist, mentor and guide other Ohio counties in the behavioral diagnosis, design, implementation, and evaluation process. Ohio will continue to apply behavioral economics principles in many other policy aspects of its child support program and, through participation in meetings and regional activities, spread this expertise to other states that are interested in applying these principles to their human services programs.

The objective of the UP-BICS project is to use focus groups and incremental data analysis in a rapid cycle of intervention identification, implementation and evaluation to test as many interventions as possible during the 3-year implementation phase of the grant.

Experience with Behavioral Economics in Ohio

Who are our Clients? Why do they believe as they do? Why do they act as they do? What is it about their position that I don't understand? Why don't they do what I want them to do? Why don't they do things that are in their long term best interest?

Child Support professionals are often perplexed by the decisions and choices made by their clients. Programs developed with the intent to improve client lives, such as training, education, employment and child support educational events are too often ill

attended despite mass publicity efforts. Innovative research in behavioral science has demonstrated that human decision-making is frequently imperfect and imprecise. We procrastinate, get overwhelmed by choices, lose our self-control and permit small changes in our environment to influence our decisions. However, many programs are designed with the implicit assumption that clients and staff will carefully consider options, analyze details, and make decisions that maximize their well-being. Often, people are required to undertake a host of specific activities—from completing forms and showing proof of income, to arranging travel and child care—to take advantage of program services or continue program participation. As a result of imperfect decision-making, desired goals may not always be achieved. Theories of human decision-making offer a ground-breaking opportunity to better understand the forces and situations that influence decision-making, which ultimately affect the benefits and services received from social programs.

Susan Brown, the Director of Franklin County Child Support Enforcement Agency (FCCSEA) and Kim Newsom-Bridges, Executive Director of the Ohio CSEA Directors' Association had the unique opportunity to attend the Behavioral Economics in Human Services, Peer Practicum held in Washington, D.C. on July 16 and 17, 2012. This practicum was part of the Behavioral Interventions to Advance Self-Sufficiency (BIAS) Project, sponsored by the Office of Planning, Research and Evaluation, Administration for Children and Families (ACF), MDRC and ideas42. The BIAS project applies an innovative methodology called the Behavioral Diagnosis and Design process, which provides a new lens by which to evaluate potential inefficiencies in a given program.

During the Practicum, MDRC⁵ invited agencies to volunteer to participate in behavioral intervention pilot projects within their organizations. Ohio's FCCSEA submitted a proposal to examine its complicated modification (support order review and adjustment) process and was chosen as one of the few child support programs to participate in client behavioral interventions in the country.

The BIAS Team (the "team") consisting of FCCSEA child support professionals, MDRC researchers and behavioral economists began their work in Franklin County in January 2013. The team explored ways to use principles of behavioral economics to increase participation in the modification process and to increase the amount of child support payments being made by obligors. However, the team ultimately decided to focus its efforts on increasing payments during a short-term pilot project in line with the resources and time allocated to BIAS projects. MDRC and Franklin County CSEA staff designed a scientific study with treatment and control groups to increase the payment participation rate among non-custodial parents who owed past due support, and who were not subject to an income withholding order.

The team developed several behaviorally-informed interventions to the payment notification system, which were launched in January 2014 and ran for a period of four (4) months. The interventions included a test of alternative types of phone and letter reminders for non-custodial parents who did not currently receive monthly notices. Other interventions were directed toward non-custodial parents who were receiving State created notices and tested changes to the notice that were designed to make it simpler to read, with positive messaging, and easier return of payments.

⁵ Created in 1974 by the Ford Foundation and a group of federal agencies, MDRC is a nonprofit, nonpartisan, education and social policy research organization dedicated to learning what works to improve programs and policies that affect the poor.

Although MDRC's evaluation and analysis of the pilot project is not yet complete, preliminary findings by the county indicate that the pilot did have significant impacts on the number of obligors making a payment in a month (one of the key outcomes) but not on total collections (the other primary outcome).

In June 2014, the Cuyahoga County Job and Family Services, Office of Child Support Services (CJFS-OCSS) was selected to collaborate with Franklin County and MDRC to further pilot the behavioral interventions in a location with different demographics, using slightly different notification techniques. Franklin and Cuyahoga counties have a combined caseload of over 175,000 cases with current orders, so that the client impact and data sample of the study will be significant.

Initial application of the Behavioral Diagnosis and Design process to the modification process was completed by the BIAS team in Franklin County. Preliminary behavioral mapping of the process was completed with the support of focus groups of clients and CSEA staff. As a result, the team was able to: 1) identify possible behavioral problems in the modification process, 2) focus on some of the key behavioral bottlenecks for both clients and staff, and 3) explore some possible behavioral solutions that can potentially address these issues.

The UP-BICS grant opportunity, with its scope and duration, provides the opportunity for the Ohio Department of Job and Family Services, Office of Child Support, the Franklin County Child Support Enforcement Agency, and the Cuyahoga County Job and Family Services, Office of Child Support Services, to expand and refine the work that has been initiated on the modification process in Ohio – a process that is admittedly fraught with bottlenecks and obstacles.

Background and Relevance of Behavioral Economics to Child Support Programs

The child support program was originally created in 1974 to provide reimbursement to the state and federal governments for public assistance money provided to children of single parent households who were living below the federal poverty level and to reduce the need for the expenditure of public funds for those families. The program furthered the public policy of requiring parents to assume financial responsibility for, and involvement in, the lives of children. The program was also designed to promote family unity by locating and identifying absent parents and ensuring that every child would know the identity of both parents⁶.

Several aspects of the child support program make it the ideal program to research the application of behavioral economics to human services programs. First, the child support program engages with both parents over a long period of time; potentially from birth of a child to age 19. Second, the child support program works with very diverse populations, cutting across all demographic and socio-economic groups within the geographic area served by each local agency. In Franklin and Cuyahoga counties there are unique populations that will provide opportunities for determining the effectiveness of any chosen interventions. For example, Cuyahoga County has a large and cohesive Hispanic population while Franklin County has the second largest community of Somali and Horn of Africa immigrants in the nation⁷.

Child support is a complex system that involves many aspects of family and personal relationships, finances, employment as well as many other public entities such as courts and other social services both government and private. Some aspects of child support

⁶ OCSE Fact Sheet, Number 1, June 2012 (<http://www.acf.hhs.gov/programs/css/resource/ocse-fact-sheet>).

⁷ Somali Community Association of Ohio, <http://www.somaliOhio.org/> and the American Immigration Council, Immigration Policy Center, *New Americans in Ohio, The Political and Economic Power of Immigrants, Latinos, and Asians in the Buckeye State*, Updated May 2014, www.immigrationpolicy.org/just-facts/new-americans-ohio.

are amenable to the behavioral intervention process; others are more resistant; we need a variety of approaches in order to achieve the program's goals.

Current Modification Process:

The Ohio Revised Code permits modifications to be completed “periodically or on request of an obligor or obligee.” (O.R.C. §3119.60) Ohio calculates child support using the income shares model. “Right sizing” the order gives both parties an understanding that the child support order reflects their current circumstances as if the family was intact. Child support agencies may modify both judicial and administrative orders; however, the process created by the Director of the Ohio Department of Job and Family Services in the Ohio Administrative Code many years ago requires that the client meet one of the 15 defined reasons to qualify for a child support order modification. Clients automatically qualify for a modification every three (3) years, but in order to start the process, they must submit a request form. Clients may qualify sooner than that if there has been a qualifying change in circumstances. The other 14 reasons have conditions and criteria that are difficult for clients to understand. Clients may also find it difficult to access the documentation necessary to “prove” the change in circumstances (see Appendix p. 8 JFS 01849). The reasons may require calculation of percentage changes in income, waiting time qualifiers or are dependent on information about the other party that may not be available to the requestor. In addition to the myriad of request reasons and technical jargon used in the application is not easily understandable to the average reader, thus making the application process intimidating.

Many clients would benefit from a modification of their order; however; initiation of the modification process must generally be driven by one of the clients. Either party may request a modification. The child support agencies may not automatically initiate a

review, unless the residential parent/caretaker is currently receiving public assistance and three (3) years have elapsed since the most recent order.⁸

Per current rule, every three (3) years, a notice is sent to the parties advising that they may request a modification (see Appendix p. 10 JFS 07049). This document is only a notification and does not provide a modification application for the client to complete, nor does it explain the process. Instead the client is directed to call the local agency, further complicating the process.

Once a modification application is received and approved by the agency, the requesting party must return a completed affidavit form within 45 days. Ohio's automated child support system, known as SETS for Support Enforcement Tracking System, generates the eight (8) page affidavit to both parties (see Appendix p. 11 JFS 07606). This form must be notarized and creates an additional barrier for the client to overcome to continue in the modification process. This automatically generated affidavit is outdated, and counties, including Franklin and Cuyahoga, are required to manually issue the current versions of the notices requesting additional information from the clients. The documents issued by Franklin and Cuyahoga County advise the parties to disregard the SETS generated forms. The duplication of forms adds a complicating step to the already complex modification process. Finally, the client is required to provide the following items to support the affidavit:

- A copy of their most recent income tax return;
- Copies of all pay stubs obtained in the preceding six (6) months or a verification letter of pay from their employer;

⁸ Ohio Administrative Code: 5101:12-60-05: Administrative review and adjustment process, Effective: 03/01/2009, Statutory Authority: 3125.25, <http://codes.ohio.gov/oac/5101:12-60-05>.

- Verification of all other salaries, wages, or compensation received within the preceding six (6) months;
- A list of current health insurance or health care policies, and verification of the costs of the insurance, along with a list and cost of any available health insurance plans;
- If the obligor is assigned to active duty in a branch of the United States Military, a copy of the most recent Leave and Earnings Statement; and
- Any other information relevant to properly review the child support order.

Once the requesting party submits the required financial affidavit and information the modification review can be conducted by the agency. The current modification process requires only the cooperation of the requesting party, as the agency is permitted to make reasonable assumptions regarding the income of the other parent in the absence of cooperation from the non-requesting party. An agency staff member uses the information in the affidavit, as well as other resources, to calculate the amount of the child support order using the Ohio Guidelines Worksheet. This five (5) page worksheet has 20 potential fields that the agency staff member must calculate or input before the new support amount guidelines are completed. Many of these fields require agency staff to comprehend tax statements, payroll deductions, and health care premiums for single coverage versus family coverage and credits for day care costs. Focus groups with staff have shown that the modification process is one of the most cumbersome, time consuming, and dreaded processes in their job duties. Staff indicated to non-agency Focus Group facilitators that it is easier to find opportunities to deny the modification request than to actually conduct the review.

Finally, the agency's recommendations are mailed to each party, which includes: a five (5) page guidelines worksheet; several pages of narrative explaining the modified support amount and the rights of each party; and an objection form that allows the party to request an administrative or judicial hearing to dispute the Agency findings.

Given the mandatory time frames, required by Ohio Administrative Code, the modification process takes at least 90 days to complete. The many barriers and bottlenecks in Ohio's current modification process make it difficult for both child support professionals and clients to navigate. The rules behind the modification process in Ohio are clearly outdated and need to be updated. There have been major advancements in technology and information available to Ohio child support agencies since the creation of the Code rules. Much of the information needed for the modification process can be obtained and provided directly from various databases, thereby reducing the "hassle" factors for clients.

Research shows that "right sizing" a child support order increases the frequency of child support payments, improves economic stability for families, and encourages healthy family relationships.⁹

Project Design and Approach

Combined, Cuyahoga and Franklin County have more than 42,000 "sporadic payers" that may qualify for a modification. Sporadic payers are defined as obligors who have paid less than 75 percent of their current support obligation in the last six (6) months. The chart below shows a breakdown of these cases.

⁹ ACF-OCSE Information Memorandum, 12-01, June 18, 2012; *High debt levels may interfere with parental involvement, increase family conflict, and reduce current support payments*. See also, Formoso, 2003; HHS/OIG, 2000.

Support Amount Paid	Franklin County Cases That Qualify For Modification	Cuyahoga County Cases That Qualify For Modification
< 75%	15,440	27,020
> 75%	14,650	8,576
Total	30,090	35,596

Obligors may become sporadic payers due to changes in their employment status or other circumstances beyond their control. In these situations the obligor may be eligible for a modification. Through the modification process the obligor can obtain an adjusted child support order that better suits their current financial situation. Despite the seemingly clear potential benefit, obligors who are eligible to apply for a modification routinely fail to apply and many of those who apply fail to complete the process.

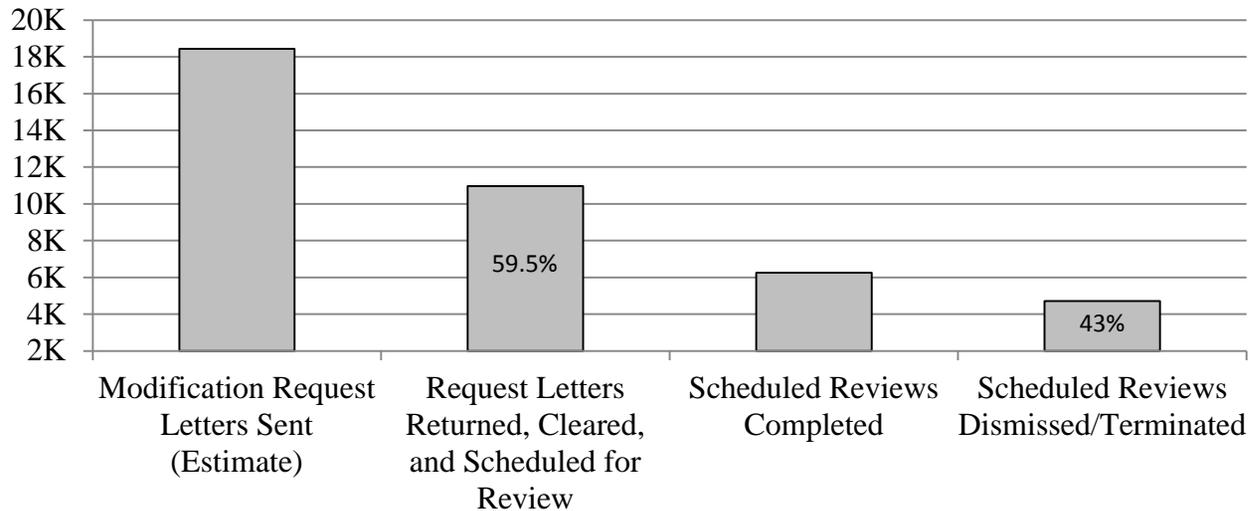
Prior data analysis shows that subgroups exist within the sporadic payer category. These categories include cases (1) where the order was last reviewed or established more than three years ago; (2) where the obligor has a decreased earning capacity due to disability, unemployment, or incarceration; (3) where the order is no longer calculated pursuant to guidelines because a child has emancipated; and (4) where obligors have multiple families/cases. Further analysis of the sporadic payers category reveals that there are 1,745 noncustodial parents (NCPs) in Franklin and Cuyahoga counties who have cases with multiple custodial parents (CPs) and who may be eligible to initiate the modification process. The chart below demonstrates the sample size of NCPs with multiple cases/families.

	Franklin County Cases	Cuyahoga County Cases
NCP has 9 CPs =	3	0

NCP has 7 CPs =	10	2
NCP has 6 CPs =	22	5
NCP has 5 CPs =	66	23
NCP has 4 CPs =	232	109
NCP has 3 CPs =	770	503

In 2013, Cuyahoga and Franklin County mailed 18,436 modification applications to parties. Only 10,976 applications (59.5%) were returned to the agencies. Of the 10,976 returned applications, 4,720 (43%) of the applicants dropped out of the process by failing to provide the required financial information and/or forms required to complete the process. See table below. As a result, their review was dismissed.

Combined County Modification Statistics

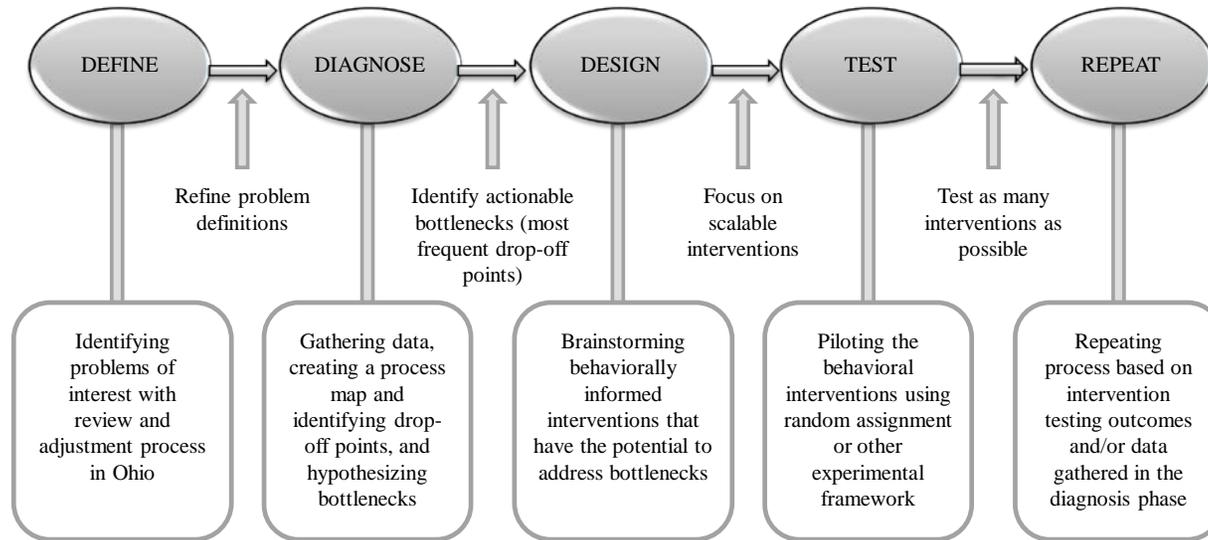


Approach

Traditional economics, as well as child support professionals, unrealistically assumes people make choices in a rational manner based on self-interest. In actuality, an intricate web of social, psychological and economic factors affects individuals' decisions. Behavioral economics is like "a flashlight in the dark" for understanding human behavior. In other words, from a client's perspective, there are many reasons why they tend to "drop-off" or "drop-out" of the modification process. To target as many parents as possible and to accomplish a successful demonstration project, UP-BICS will use the behavioral diagnosis and design process to:

- Identify problems of interest with the modification process in Ohio (define)
- Gather data, creating a process map and identifying drop-off points and hypothesizing bottlenecks (diagnose)
- Brainstorm behaviorally informed interventions that have the potential to address bottlenecks (design)
- Pilot the behavioral interventions using random assignment or other experimental framework (test)
- Repeat this process based on intervention testing outcomes and/or data gathered in the diagnosis phase until successful outcomes are achieved and then replicate the interventions amongst all Ohio county agencies.

The Behavioral Diagnosis and Design Process



Source: This figure was adapted from OPRE Report No. 2014/6a April 2014 pg. ES-3 from a figure created by ideas42.

The UP-BICS pilot test will take place in two (2) counties, Franklin and Cuyahoga. Franklin County, during initial work with the BIAS project, hypothesized two (2) bottlenecks for the modification process:

- Little information available to clients about the ability to request a modification
- Modifications require substantial time and cognitive resources to complete

The UP-BICS project would identify additional bottlenecks found in Ohio statutes and regulations, forms and notices used to request and complete the modification process, and client and staff understanding of the modification criteria and process.

UP-BICS staff will work with the TAE team to design research methodology to gather information from obligors in a variety of identified target populations. Focus groups, one on one interviews and data analysis of case demographics and payment histories

will be used to determine the underlying psychologies and bottlenecks that are present. In addition to client questionnaires and other data gathering devices, the State of Ohio captures demographics, payment histories and most case activities in SETS. This data is available statewide and for all 88 counties. This will allow for streamlined county profiling when applying solutions statewide. In addition, both counties have the capacity to present, organize and track the data. Franklin County employs a Microsoft consultant to create Access databases and Cuyahoga County has a dedicated data department whose staff members have over 35 years' experience in data management.

UP-BICS Intervention Points

The interventions will occur at three (3) points within the application process: 1) the Decision Phase; 2) the Requesting Phase; and 3) the Financial Information Phase of the modification process.

First, the decision phase, which is simply the decision of the obligor to begin the modification process by submitting an application; second, the requesting phase or completing the application and third, the financial information phase in which the requesting party submits the required financial information needed for the review. However, the best information about the barriers or bottlenecks that actually exist for clients and staff in each of the two counties must come from the individuals most affected at each of the decision points in the process. Therefore, UP-BICS proposes close collaboration with the TAE team to develop ways to reach out to the affected target populations and gather data regarding the actual barriers they face in initiating and completing the modification process. The chart below shows some hypothesized barriers and possible interventions at each of the three phases of the modification process that UP-BICS will address. A copy of the behavioral concept definitions is included in the Appendix at page 19.

Decision Maker Modification Process:

Action/ Decision	Possible Barriers	Possible Behavioral Concepts	Possible Interventions
Decide to apply for a modification	<ul style="list-style-type: none"> • Not aware of modification process • Emotional or identity issues related to seeking a modification • Uncertainty about outcome 	<ul style="list-style-type: none"> • Identity • Social norms 	<ul style="list-style-type: none"> • Outreach about modification process • Emphasize that custodial parents may also have changes in financial circumstances
Complete application forms	<ul style="list-style-type: none"> • Doesn't understand forms or additional information needed • Doesn't have time needed to complete form or gather necessary information • Misses deadline to complete forms or provide necessary information 	<ul style="list-style-type: none"> • Cognitive load, limited understanding • Hassle factors • Present-bias 	<ul style="list-style-type: none"> • Simplify instructions, put most important information first, make sure forms are at appropriate reading level • Customize forms, eliminate unnecessary requirements • Send reminders
Provide needed verification or additional information	<ul style="list-style-type: none"> • Doesn't understand forms or additional information needed • Doesn't have time needed to complete form or gather necessary information • Misses deadline to complete forms or provide necessary information • Doesn't have access to supporting documentation 	<ul style="list-style-type: none"> • Cognitive load, limited understanding • Hassle factors • Present-bias 	<ul style="list-style-type: none"> • Simplify instructions, put most important information first, make sure forms are at appropriate reading level • Customize forms, eliminate unnecessary requirements • Send reminders

Information will also need to be gathered from staff in both Franklin and Cuyahoga counties to make sure that the interventions selected can actually be implemented within that county and that any barriers to staff participation in the project (e.g., the expected increase in clients requesting order modification and the decrease in those who drop out of the process) are identified and removed. This can be accomplished through a modification tracker system currently in place at Cuyahoga County. This tool provides staff a dashboard of their current assignments, highlights backlogs in the process, and provides performance data to supervisory staff. UP-BICS will review this tool with the TAE and make behavioral intervention changes that will eliminate staff finding opportunities to deny modifications. The behaviorally enhanced modification tracker will be utilized by both Franklin and Cuyahoga County to track staff engagement and modification outcomes.

The objective is to identify as many possible interventions as possible based on hypothesized bottlenecks and psychologies and work with TAE team to gather information from clients and staff to prioritize the interventions. This process will be a process of constant change, adaptation and refinement. The two counties will work with TAE team to implement incremental data gathering so that interventions can be ‘tweaked,’ abandoned or substituted relatively quickly.

UP-BICS staff will work with the TAE team to identify a variety of interventions that are possible at each phase of the modification process. The following table outlines possible interventions at each of the three (3) phases and ranks them according to the difficulty of implementation. Actual interventions selected would be based on the information gathered directly from clients and staff during the definition and diagnosis phases of the process.

Possible Intervention	Phase of Modification Process	Easy, Difficult, Very Difficult
Notification to client of availability and the reason the order is currently eligible	Decision	Easy
Behaviorally informed marketing of modification process and availability	Decision	Easy
Simplification of request form for those who may be eligible for a reason other than 36 months since last order	Requesting	Difficult (need to provide some complex information, but still simplify form)
Host classes to explain financial affidavit	Providing Financial Information	Easy (there may be barriers to client participation)
Posting an instructional video on website	Providing Financial Information	Difficult (there may be barriers to client access)
Creating different forms based on a pre-modification interview with client.	Providing Financial Information	Difficult (creates a 2 step process and may increase time to resolution)
Translate forms into other languages	All steps	Very Difficult (costly, technical language that is not amenable to simple translation)

Over the three (3) year implementation of the UP-BICS project, 4,200 sporadic paying obligors will be identified from the sub-population(s) (obligors with multiple cases, obligors receiving unemployment benefits, etc.). During each of the three (3) implementation years of the grant, 1,400 sporadic payers will be served, for a total of 4,200 served. These obligors will be selected

with assistance of the TAE team to increase participation in the modification process. Similar numbers from the target sub-populations will be selected as control groups.

Participation in the modification process will be measured at two (2) levels – the number of modifications requested by the sample population versus a control group and the number of modifications completed by the sample population versus a control group. Our expected results are to see a 10% increase in both modifications requested and completed through the use of the behavioral interventions.

Once an order is modified, the case will be followed to determine if “right sizing” the order resulted in increased order compliance. We will measure this on two (2) criteria – the percentage of the order paid and the frequency of payment. Data analysis by the BIAS team in Franklin County showed that the proportion of the monthly order paid did increase on average by about ten points in the three (3) months after a downward modification, as compared with the three (3) months before modification (see Appendix p. 3 5/15/13 BDOD). Further, long term analysis of this payment data will be completed on the UP-BICS population due to the extended time frame of the project. SETS will be utilized to provide payment and order information for each case in the sample and control populations so that data can be easily accessible to the TAE.

Franklin County has had extensive experience providing data to technical assistance teams through their BIAS Project. It was one of the reasons that MDRC decided to expand the payment project to another metro county. Another lesson learned through its previous BIAS experience is that the application of federal confidentiality requirements to data shared with third party evaluators is cumbersome. It requires personal identifiers (such as case, order and social security numbers) to be stripped and replaced with unique

identifiers created for each element, individual and case. It may be useful to research, if it is possible, that the Secretary of Health and Human Services waive certain state plan requirements for data sharing to facilitate the conduct of the UP-BICS project.

Parental Engagement

To measure parental engagement the UP-BICS project will conduct pre and post assessments of participants to measure their parental engagement. Resources available within the state, such as the Ohio Commission on Fatherhood and the various Fatherhood Programs in which the agencies partner, have vast experience in the use of parental engagement surveys¹⁰ (see Appendix p. 22). Through the *Pathfinder* grant, Franklin County gained experience in creating assessment tools to measure prisoner engagement and knowledge of reentry resources.

The surveys will be conducted by UP-BICS staff before and after the modification process. However, the project will be flexible in its assessment approach and will work with the TAE team to develop an appropriate behaviorally reviewed assessment tool. Using the pre- assessment results as a baseline, UP-BICS will attempt to show a 5% increase in parental involvement from participants versus those in the control group. Potential categories to gauge parental involvement will include:

- Reading to young children
- Cooperating with the other parent in rearing children
- Spending time with the children
- Disciplining children

¹⁰ Columbus Urban League, Father 2 Father Program; Action for Children, Father Factor Program

- Planning for the children's future (education or training)

Measurement of parental involvement before and after participation in the order modification process from both control and experimental groups would yield valuable data regarding the impact of order modification on parental involvement.

Education and Outreach Capabilities

Ohio possesses experience with interventions that increase client education within the community and would work with the TAE team to enhance and expand on our past successes. Ohio has experience in hosting outreach programs, client one-on-one counseling clinics (clinics include modification counseling) and educational seminars for clients. For example, each year the Franklin County CSEA hosts an annual Empowerment Day Resource & Job Fair at a large venue (conference center) within the community. This event provides the clients and the community with child support assistance, legal guidance, a huge job fair, community resource information, resources for veterans and families, job readiness workshops and much more. In 2014, the event drew over 500 client and community participants and had 300 community service agencies and employers registered and in attendance.

On September 20, 2012, the Office of Child Support Enforcement (OCSE) awarded Stark County, Ohio one of eight (8) Section 1115 Demonstration grants. The goal of this particular grant was to develop and implement programs that provide employment services to noncustodial parents in the child support system as part of a national demonstration framework. These child support-led employment programs include the following components: 1) case management; 2) employment-oriented services that include job placement and retention services; 3) fatherhood/parenting activities using peer support; and 4) child support order modification. Stark County provides intensive case management and on-on-one counseling to insure that clients understand the ability

to have their orders modified. Although Stark County is modifying orders for clients enrolled in their employment services program (*Right Path for Fathers*); the process and forms remain those currently in use throughout the state. So again, clients may drop out of the process, despite the fact that they have additional assistance in the process.

Another example of education and marketing is Franklin County's experience in creating instructional videos through the *Pathfinder* Demonstration Grant. In partnership with the State of Ohio and the Ohio Department of Rehabilitation and Corrections (ODRC) Franklin County wrote, produced and distributed educational child support educational videos targeted to Ohio's prison population. Paternity establishment, modification and general child support information were all topics addressed in these videos. The videos were then distributed to all 28 institutions in Ohio for viewing by incarcerated parents within the prisons.¹¹

Cuyahoga County also has the ability to make videos and has done several that are included on their website: <http://cjfs.cuyahogacounty.us/en-US/multimedia.aspx>.

Cuyahoga County is a member of the Canton-Cleveland District of the Ohio Child Support Enforcement Agency Directors' Association. Understanding the problems with the modification forms, the group recommended changes to make the forms easier to understand. However, behavioral mapping was not applied to the recommended revisions.

UP-BICS staff will work with TAE to design behaviorally based marketing materials to internal and external stakeholders about the project. Based on past experience, Ohio understands the BIAS concept that any marketing material must be designed to match the

¹¹ Available through the OCS YouTube site at https://www.youtube.com/playlist?list=PLjhGs6e_wtFazfIztXGS_qCc5_quhn96G (Families playlist # 18, 19, 20).

psychologies of the target population. Internal stakeholders would include: state and county leadership, state and county staff, and child support professionals. External stakeholders include fatherhood and motherhood groups, a parent advisory committee, courts, immigration groups and other social service providers. A regular plan of communication would be established with the stakeholders.

Again, Ohio has broad reach to communicate behavioral interventions to large target audiences. Ohio currently uses video conferencing in all 88 counties to disseminate information statewide. UP-BICS will hold monthly video conferences with internal stakeholders to:

1. Review outline of project (initial)
2. Report data findings (at each iteration)
3. Share the proposed intervention changes/tweaks/abandonment (at each iteration)
4. Solicit feedback and incorporate into plan (at each iteration)
5. Promote dissemination of lessons learned

Internal stakeholders will also be updated through articles in the Ohio CSEA Directors' Association Weekly Update. This weekly publication is a state-wide newsletter published by the Ohio CSEA Directors' Association. It is intended to disseminate program information and best practices to all 88 county child support enforcement agencies

Franklin and Cuyahoga County are active members of the Ohio CSEA Directors' Association. Cuyahoga Director Deborah Watkins is currently the Executive Board Secretary and Franklin County Director Susan A. Brown was a past Executive Board

President. This close relationship with Ohio CSEA Directors' Association allows these counties access to various statewide group meetings through:

- district meetings encompassing all four (4) regions of Ohio;
- semi-annual conferences that reach over 700 child support professionals annually
- attorney/hearing officer networking meetings that reach 365 attorneys and hearing officers annually
- quarterly general membership meetings that reach directors and administrators from all 88 counties

Director Brown is a member of Ohio's Strategic Workgroup. This committee is charged with developing program goals and Ohio's Child Support Program Strategic Plan. The committee is made up of the State Deputy Director of Child Support, State Program and Policy Staff, the Assistant Director of the Ohio Department of Job and Family Services and representative Directors of six (6) counties.

Director Brown is also a Commissioner of the Ohio Commission on Fatherhood. The Ohio Commission on Fatherhood is a state-wide commission whose mission is to enhance the well-being of Ohio's children by providing opportunities for fathers to become better parents, partners and providers. Commissioners are appointed according to statute and represent all sectors of the community. Commissioners include directors of state agencies, the Governor's designee, bi-partisan members of the Ohio House and Senate and citizens chosen by the Governor because of their extensive involvement in fatherhood issues. Commission meetings are held five times a year and are open to the public. The Ohio Commission on Fatherhood is part of the Ohio Department of Job and Family Services.

These frequent opportunities will provide the UP-BICS team the ability to communicate with large audiences comprised of state program administrators, program staff, state policy makers, and a vast array of interested stakeholders who can review, support and immediately implement any statewide interventions that are proven successful. External stakeholders would be reached through semi-annual stakeholder meetings that would be held throughout four (4) geographical regions in the state. This would be modeled after a current practice of holding regional town hall meetings conducted by OCS and Ohio CSEA Directors' Association that give program staff the opportunity to understand the challenges the child support program faces, and to chart a path forward.

Behavioral Intervention Consultants

A unique aspect of this grant proposal is the creation of the UP-BICS Behavioral Intervention Consultants (hereafter referred to as "consultants") team who will assist counties in the diagnosis, design, implementation and evaluation process. These consultants will train all 88 counties how to apply behavioral mapping techniques to program policy development so that behavioral mapping and design is the primary technique for all child support policy development. These consultants will be the key to spreading behavioral economics concepts throughout the state. State or county staff that has an interest in behavioral economics will be given training through the TAE and local sources (BIAS training courses, seminars or conferences) to increase their skills in the behavioral diagnosis and design process. As subject matter experts, the consultants will then utilize this knowledge to assist other county child support or human services agencies in behavioral interventions. The consultants will also create a process manual that can be used by other counties in the state to identify processes amenable to behavioral intervention, design and evaluation and how to behaviorally map

those processes. Ohio's child support program can be transformed as counties begin to implement behaviorally informed interventions.

Conclusion

Through the use of behavioral interventions UP-BICS will improve the modification process for clients in order to increase order compliance. Ancillary benefits of "right sizing" orders, such as improved communication with the child support agency and increased parental involvement will also be measured. Applying behavioral concepts to clients and staff will enhance our success while learning and adapting through each iteration of the process. Each successful iteration will provide an opportunity to rapidly apply the lessons learned throughout Ohio using a variety of technologies and in-person meetings. Most importantly having data and statistics to support state-wide implementation will advance the child support program. Said in the most simplistic terms, all data is good data. While we hope that each iteration in our project will be successful, we will also learn from those that are unsuccessful.

At its core UP-BICS is about Understanding Perspectives of our clients, our staff and our external stakeholders, to design policies that resonate with our audiences so that they will utilize the processes that will benefit them.

Summary of UP-BICS Compliance with Grant Criteria

Technical Approach

1. The UP-BICS project proposed by Ohio OCS in cooperation with Franklin and Cuyahoga county child support programs demonstrates a sound plan that comprehensively outlines the proposed intervention area(s) and scope of pilot testing and provides relevant details and basic justification for the proposal.

UP-BICS identifies target populations and, through client research creates a “tool chest” of proposed interventions. In conjunction with the TAE team, UP-BICS proposes to gather information from various identified target populations that are under-utilizing the order modification process. This information will be used to design a variety of interventions that can be implemented, evaluated and adjusted in relatively short time frames. Additional, longer term interventions will also be used during the three (3) year implementation period of the grant.

UP-BICS also recognizes the complex nature of the child support program, working with diverse populations over a long period of time and involving many aspects of family and personal relationships, finances, decisions based on economic status, employment and many other social issues. Inclusion of many internal and external stakeholders in the data gathering and implementation phases of the project demonstrates Ohio’s commitment to communication of all aspects of the project throughout the grant time-frame.

2. UP-BICS demonstrates that successful interventions can be taken to scale relatively quickly through the use of Ohio’s video conferencing technology and access to the Ohio CSEA Directors’ Association weekly newsletters, semi-annual conferences, membership meetings, strategic planning meetings and regional chapter meetings. The creation and use of Behavioral Intervention Consultants, which includes staff from both counties and the state who, through participation in UP-BICS, will be able to share their knowledge and expertise regarding behavioral economics and the Behavioral Diagnosis and Design Process with any other county that desires to examine a process to improve customer service and client outcomes.

3. The UP-BICS will take place in two of the three largest counties in Ohio. Both have diverse populations and any of the contemplated interventions should reach an experimental group of at least 4,200 clients over the three (3) year implementation period.

4. As the Project Timeline (Appendix p. 27) shows, the approaches proposed are feasible within the grant time frame. Several activities will repeat on a regular basis during the life of the grant and more specific time frames for each intervention can be established after consultation with the TAE team and research regarding the specific bottlenecks and behavioral interventions to be implemented and evaluated.

5. In addition to the regular meetings with the TAE team, UP-BICS anticipates that the TAE team will work closely with the Ohio Project Director, Site Directors and Site Managers to design the data gathering methods, including, but not limited to interviews, surveys and focus groups that will inform the intervention design, implementation and measurement processes. Ohio's SETS system can provide relevant case information with ease. In addition, both Cuyahoga and Franklin Counties use other technologies, including Access applications, to gather and analyze their own data on a regular basis.

Personnel and Resources

Project Director

1. OCS, JFS-OCSS and FCCSEA will ensure appropriate project management for the UP-BICS project. The personnel required for the project management of the UP-BICS grant proposal are outlined as follows:

First, the grant requires that the state procure a full-time Project Director whose primary task is to insure that the project is planned, implemented and evaluated successfully and who can move any successful client interventions to statewide implementation.

Ohio will meet this requirement by hiring an independent contractor who will fulfill the functions outlined in the FOA. The contractor will be hired by working with the Ohio Office of Contracts and Acquisitions (Ohio OCA) to develop a Request for Qualifications (RFQ) to solicit responses from qualified candidates. Ohio OCA will also work with the Office of Child Support and the Directors in Franklin and Cuyahoga Counties to establish a scoring process for responses received from the solicitation. Central Ohio is well positioned to have a fairly large number of respondents as there are many colleges and universities in the local area that are likely sources for a qualified applicant or consultant who will be able to fulfill all of the functions and requirements of the grant.¹²

The Project Director will be required to have the relevant experience in project management in order to adequately plan, manage, and complete the project. The review and selection process will insure that the ideal candidate will possess the organizational skills, education, public policy knowledge, policy making experience based on evaluation findings and data analysis and actual governmental grant project management experience required for successful UP-BICS grant management and completion. In order to guarantee that the UP-BICS pilot work will be taken to scale statewide, the Project Director will report directly to the state Ohio Child Support Deputy Director. The Project Director will also coordinate with the other program leadership for the grant and at the Ohio Office of Child Support.

The UP-BICS Project Director is required to perform the following tasks in four areas of responsibility:

Project Development and Management:

¹² The most notable is The Ohio State University. Other colleges and universities in the area include Capital University, Ohio Wesleyan University, Dennison College and Otterbein University.

- Actively engage and collaborate with the project sites and TAE team to diagnose, design, implement and refine the behaviorally informed interventions, including attending workshops in year 1 in Washington, D.C.
- Serve as primary point of contact for the TAE team for each site.
- Maintain communication with ALL project decision makers, including the state child support (IV-D) Director, and ensure that all necessary stakeholders are included as appropriate.
- Check in regularly with project staff to identify issues and concerns related to evaluation activities and communicate those to the TAE team.
- Collaborate with the TAE team to address any concerns raised by program staff related to evaluation activities.
- Inform the TAE team of any potential shifts in the program area being tested.
- Share grant findings and experience in a capstone event in Washington, D.C.

Data Collection and Management

- Ensure that all evaluation-related data collection and submission is appropriately staffed and managed with access to necessary technology, and that program staff who will be responsible for collecting evaluation-related data receive necessary training from the TAE team.
- Ensure that the TAE team has the necessary data and information for the design and diagnosis phases as well as the evaluation.
- As necessary, assist the TAE team in arrangements to obtain child support administrative data and administrative data of other agencies and programs, and materials that facilitate use of such data (e.g., data dictionaries).

- Assist the TAE team in identifying and addressing any concerns related to administrative data.

Onsite Visits

- Actively participate in TAE team onsite visits and work with TAE team to coordinate logistics and agenda, as requested, and arrange for participation by all key decision makers.
- Assist the TAE team in scheduling any onsite visits conducted for training or data collection purposes.
- Assist the TAE team in scheduling interviews, surveys, focus groups, and any other required means of information collection for the purposes of program mapping and evaluation.

Dissemination of Findings

- Review written documents that the TAE team prepares about the sites and provide comments in a timely manner.

The Ohio OCS successfully used this same process to hire a Project Director for the *Building Assets for Fathers and Families* (BAFF) Grant. While the RFQ will be similar, collaboration with the Ohio OCA will ensure that the solicitation includes all of the above requirements specific to this grant and that the RFQ solicitation is published to the broadest possible audience to ensure open and free competition.

2. The FOA also includes a requirement that the State IV-D Director, County IV-D Directors and child support policy and operating managers be involved in the design phase and an appropriate number of hours must be dedicated to the BICS Grant. Ohio has committed through a Memorandum of Understanding (MOU), at a minimum, the required four (4) hours per month of time from the Ohio Department of Job and Family Services Deputy Director, Office of Child Support (see Budget and Budget Narrative)

(See Appendix p. 33). A regular meeting schedule will be developed between all project staff, including but not limited to: the State IV-D Deputy Director, the County Directors, the Project Director, the Site Directors, the Site Managers, a representative of the Behavioral Intervention Consultants and any other participating staff. The IV-D Directors of Franklin and Cuyahoga counties have committed sufficient time to the implementation of this grant (see MOU). Further, each county has committed 14 hours of time per month of one Program Manager who will function as the Site Director in each county (see budget and budget narrative). Other Managers and staff needed to research possible interventions, collect data and implement the interventions will be made available as needed as in-kind contributions by the respective counties.

The Site Director will be responsible for making sure that any agency resources and personnel needed to implement any intervention identified for that county are made available to accomplish the goal. In Franklin County, the Manager chosen as the Site Director will be ... *(specific personnel information would be here)*.

Site Managers

Each County site is required to have a Site Manager. Ohio will meet this requirement by the counties hiring independent contractors who will fulfill the functions of this position as outlined in the FOA. Each Site Manager is required to ensure that all plans developed as a result of grant projects are appropriately designed, implemented and evaluated at his/her assigned site. The Site Manager will have the same task responsibilities in the four program areas on the site level as the Project Director. Those responsibilities are outlined on pages 32-34 above. Franklin and Cuyahoga Counties will, like the State, work closely with their respective Purchasing Departments to create RFQ's in accordance with each county's purchasing policies to solicit responses to an

RFQ created specifically to ensure that the selected respondent has the required background, skill and ability to meet the needs of the Site Manager position as detailed in the FOA.

As Franklin County includes the Ohio capital city of Columbus, the same resources for open competition and selection exist for the Site Manager as for the Project Director. Cuyahoga County, which is also home to several prominent universities, e.g., Cleveland State University and Case Western Reserve University, as well as several smaller colleges and universities, will have similar resources to capture well qualified candidates for the Site Manager position. One key requirement for Site Manager in both counties will be an intimate knowledge of Ohio's child support program and an ability to quickly understand the processes involved in the order modification process so that selected interventions can be quickly implemented.

3. The OCS Deputy Director and the Directors and Managers at each of the two sites are well versed in the use of data to make strategic policy and program decisions. Ohio OCS, Franklin and Cuyahoga Counties have experienced and dedicated staff to collect and analyze data. Ohio's recent implementation of the *Pathfinder* Grant in Franklin County and the *Building Assets for Fathers and Families* in Cuyahoga and Franklin counties as well as other multi-county initiatives are all driven by the baseline data that is collected from SETS. In addition, county statistics regarding the four federal incentive categories and a wide variety of statistical reports that are available from SETS are used on a regular basis by the counties to inform any strategies or initiatives. In particular, for most of the past year there has been a statewide initiative in which collections statistics are used to measure the impact of any county initiatives and disseminate any successful interventions using the state's video conferencing technology.

4. Continued involvement of IV-D Directors statewide is ensured by the support from both Ohio OCS and the use of the video conferencing capability and the support from the Ohio CSEA Directors' Association in the form of access to the weekly newsletter and presentations at conferences and membership meetings. Ohio CSEA Directors' Association also has a statewide electronic group discussion (chat list) created on the *GroupLoop* website.

5. Ohio is absolutely committed to implement any effective interventions from participation in UPS-BICS to a statewide application as soon as the data is evaluated to support the intervention. As stated in the MOU between the OCS, CSEA and JFS-OCSS, "When the intervention is found to be successful at the pilot stage, there is an expectation that the intervention will be implemented statewide, or on the broadest scale possible for the state." Also, the grant application includes the creation of a team of "Behavioral Intervention Consultants", employees who participate in the individual pilot interventions and who will be trained in the behavioral diagnosis, design and evaluation process, who will be available to any county that requests assistance in either implementing successful interventions in the order modification process or in applying the behavioral economics lens to other child support processes.

Experience and Capacity

1. Since the Director of the Ohio Office of Child Support is the key State official with responsibility for and oversight of UP-BICS, Ohio will have the support needed to promote flexibility among sites, make small policy changes quickly and make mid-course corrections, which are an integral part of the project. The Ohio OCS has an existing full-time staff position dedicated to Outreach and

Grants Management, and this individual would serve as the contact person between Ohio OCS, the Project Director and the county Site Directors and Site Managers.

In addition, the Ohio OCS has several options available to coordinate effective, real-time communication among the state, the county sites, TAE team and OCSE from different geographic locations; including video conferencing, web meeting or telephone conference, all of which can be selected individually to meet the needs and technology resources of the participants. Most importantly, the Ohio OCS has experience in working with grant-funded projects that involve multiple site locations and collaboration among multiple vendors, providers and agencies (current projects are *Building Assets for Fathers and Families*, *Parenting Time Opportunities for Children*¹²).

The Directors of both Franklin CSEA and Cuyahoga JFS-OCSS have been involved in the BIAS project and are well versed in the type of incremental behavioral interventions that are an integral part of behavioral economics. Mid-course or incremental changes are anticipated and built into the Project Approach.

2. Ohio has worked with grant evaluators on a variety of grant funded interventions. Franklin County was the primary site for the previously mentioned and successful *Pathfinder* program. Stark County Ohio is currently in the second year of the *Right Path for Fathers Partnership* grant which is exploring employment interventions for unemployed obligors. Franklin and Cuyahoga counties, in conjunction with several other counties throughout Ohio are currently participating in both the *Building Assets for Fathers and Families* (BAFF) and the *Parenting Time Orders for Children*¹² (PTOC¹²) grants. Timely and frequent communication with evaluators and the ability to supply relevant data is anticipated as part of any grant. As an example, the *BAFF* grant uses a web portal

design to allow each of the three sites throughout the state to input data for the evaluator to access. Similar use of technology can be created for the UP-BICS project.

Ohio also has several sites that participate in the Access and Visitation grants. These grants collect data from the counties as well as information from third party providers of supervised visitation, safe exchange and parenting time mediators to evaluate the effectiveness of the various interventions provided in the individual counties. Participating counties and providers were trained in the data elements needed for evaluation and complete quarterly data collection spreadsheets which are submitted to the OCS Grant Administrator.

4. UP-BICS has a detailed plan for disseminating project results and making changes statewide (or on the largest scale possible for that particular intervention). The Ohio OCS regularly uses data from SETS to inform counties about the status of various initiatives and to inform discussions regarding program initiatives.

5. UP-BICS intends to use a wide variety of communication techniques to make sure that all counties are kept informed regarding project status. The state has statewide video conferencing available. The Ohio CSEA Directors' Association has conferences and meetings. Both counties have a proven ability to produce instructional videos. Semi-annual regional meetings are contemplated and budgeted. However, the UP-BICS project proposes a method to make sure that the teachings of UP-BICS continue beyond the life of the grant by creating Behavioral Intervention Consultants who will be knowledgeable about behavioral economics and the process of creating and evaluating interventions. These Consultants will be able to assist counties who want to apply the behavioral economics process to any child support process.

6. The UP-BICS project proposal clearly demonstrates the counties' ability and experience using and sharing data with third party evaluators. From the *BAFF* project that uses a web based portal for data collection from diverse sites, to the BIAS project that requires data sharing regarding payment history, billing interventions, auto-dialer reminder calls for as many as five (5) different experimental groups and a control group, to the *Pathfinder* grant program, which is now completed, to the *Access and Visitation* program that uses detailed spreadsheets to gather data from child support agencies and third party service providers; both counties and Ohio OCS have a demonstrated history of successfully gathering and sharing data with grant evaluation professionals.

Geographic Location

The UP-BICS project will have application throughout the State of Ohio through the development of BICS Consultants. The primary Behavioral Interventions applied to the modification process will be designed and tested in cases that receive Title IV-D services in two of Ohio's metro counties, Franklin and Cuyahoga Counties. Franklin County is centrally located in Ohio, and includes Columbus, the state's capital. Cuyahoga County is located in Northeast Ohio, and includes the urban city of Cleveland.



Administration for Children and Families

Office of Child Support Enforcement

Behavioral Interventions for Child Support Services

HHS-2014-ACF-OCSE-FD-0818

Application Due Date: 08/05/2014

Behavioral Interventions for Child Support Services

HHS-2014-ACF-OCSE-FD-0818

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**Department of Health & Human Services
Administration for Children and Families**

Program Office: Office of Child Support Enforcement
Funding Opportunity Title: Behavioral Interventions for Child Support Services
Announcement Type: Modification
Funding Opportunity Number: HHS-2014-ACF-OCSE-FD-0818
Primary CFDA Number: 93.564
Due Date for Applications: **08/05/2014**

Executive Summary

Notices:

- **In Fiscal Year (FY) 2013 ACF implemented a new application upload requirement. Each applicant applying electronically via <http://www.grants.gov> is required to upload only two electronic files, excluding Standard Forms and OMB-approved forms. No more than two files will be accepted for the review and additional files will be removed. Standard Forms and OMB-approved forms will not be considered additional files. Please see *Section IV.2. Content and Form of Application Submission* for detailed information on this requirement.**
- **Applicants are strongly encouraged to read the entire funding opportunity announcement (FOA) carefully and observe the application formatting requirements listed in *Section IV.2. Content and Form of Application Submission*. For more information on applying for grants, please visit "How to Apply for a Grant" on the ACF Grants Page at <http://www.acf.hhs.gov/grants/how-to-apply-for-grants>.**

This FOA is modified. The link to the HHS Behavioral Insights Conference video is corrected in the Grants.gov Synopsis.

In order to improve both the effectiveness and operations of child support programs, to expand the application of behavioral economics to child support contexts through the development of promising interventions, and to build a culture of regular, rapid-cycle evaluation and critical inquiry in the child support community, the Department of Health and Human Services (HHS), Administration for Children and Families (ACF), Office of Child Support Enforcement (OCSE) will award Behavioral Interventions in Child Support Services (BICS) grants. BICS will be funded by Section 1115 funds awarded under cooperative agreements to state IV-D agencies to explore the potential relevance and application of behavioral economics principles to child support services. This cooperative agreement will allow the selected state agency to use this federal grant award and the Federal Financial Participation (FFP) associated with these grant funds to test behaviorally informed interventions to improve child support outcomes by focusing on areas such as early engagement, right-sizing orders, debt reduction, reliable payment, family distribution (including child savings accounts), family-centered services, and other innovations to improve establishment and enforcement outcomes. Grantees, in cooperation with an OCSE-funded, third-party technical assistance and evaluation team (TAE team), will identify and implement behaviorally informed process improvements and evaluate progress towards goals. The TAE team will be funded through a companion funding announcement, HHS-2014-ACF-OCSE-FD-0822 (<http://www.acf.hhs.gov/grants/open/foa/view/HHS-2014-ACF-OCSE-FD-0822>).

Eligible applicants for this cooperative agreement may also submit an application under the companion FOA, but it is not a requirement for application or selection under this announcement.

I. Program Description

Statutory Authority

Section 1115 of the Social Security Act authorizes funds for experimental, pilot, or demonstration projects that are likely to assist in promoting the objectives of Part D of Title IV. Section 1115 provides that the project must be designed to improve the financial well-being of children or otherwise improve the operation of the child support program; may not permit modifications in the child support program which would have the effect of disadvantaging children in need of support; and must not result in increased cost to the Federal Government under part A of such title.

The principal purpose is to carry out the public purpose of implementing a demonstration project that is likely to “improve the financial well-being of children or otherwise improve the operation of the child support program” as stated in the statutory authority. Any responsibility to the federal government is a condition for receiving the grant, but not a principal purpose.

Description

A. Background

As described below, behavioral economics is an exciting new framework for identifying and using small changes in program processes or operations, also called “tweaks,” to improve outcomes in a range of fields. The behavioral economic lens can be thought of as a particular type of business process reengineering or process redesign. While the language and level of attention may feel new and different, the concepts will be very familiar to child support program administrators. The child support program has a long record of using an understanding of the realities of human behavior to inform its work, regularly seeks and applies the contributions of expert consultants, and is experienced in making data-driven process improvements. The BICS project has much in common with familiar process improvement initiatives like business process reengineering and continuous quality improvement. Willingness and capacity to learn and change, rather than an academic knowledge of behavioral economics, are the key ingredients for BICS success.

Introduction to Behavioral Economics

Behavioral economics uses insights from psychology and related fields to explain why and how people may act in ways that do not appear to be in their best interest. It differs from traditional economic models that presume that people will always use all available information and make the best decisions in order to get the greatest benefit. Evidence demonstrates that people deviate from what would be predicted by traditional economics, and behavioral economics is based on how people actually act (see Richburg-Hayes, Lashawn, Caitlin Anzelone, Nadine Dechausay, Saugato Datta, Alexandra Fiorillo, Louis Potok, Matthew Darling, John Balz (2014). Behavioral Economics and Social Policy: Designing Innovative Solutions for Programs Supported by the Administration for Children and Families. OPRE Report No. 2014-16a. Washington, DC: Office of Planning, Research and Evaluation, Administration for Children and Families, U.S. Department of Health and Human Services: <https://www.acf.hhs.gov/programs/opre/resource/behavioral-economics-and-social-policy-designing-innovative-solutions-for-programs-supported-by-the-administration-for>).

Behavioral economics acknowledges and explains why people procrastinate, get overwhelmed by too many choices, miss important details or focus on details that are unimportant, and are influenced by small features of the environment. Traditional economists assume that all people have unlimited cognitive resources available to make decisions and can think through complex problems effortlessly and always arrive at the “correct” choice. In contrast, behavioral economists find that individuals economize on scarce

cognitive resources—including available time, attention, focus, memory, patience, and confidence—and that intuition plays a large role in decision making. Traditional economists assume that people have perfect self-control, whereas experiments confirm that the amount of self-control that people have at any moment in time is limited.

Programs can use an understanding of behavioral economics to better understand why program participants do not always seem to carefully consider options, analyze details, and make seemingly rational decisions to maximize their well-being. Behavioral economics can also suggest tools to improve outcomes for program participants. Simple things like reminders, use of social influence (e.g., communicating that most other people do this), the introduction of channel factors (e.g., a link someone can click on in an e-mail), and setting appropriate defaults are all tools that behavioral economics suggests can help people and programs better achieve the goals they set out for themselves.

Broad Lessons from Behavioral Economics

Behavioral economics generally aims to provide a more psychologically realistic representation of human behavior. Three frequently recognized behavioral economics principles are:

- **Cognitive resources are limited and can be overwhelmed.** Because of the inherent limits on cognitive ability, people “economize” on cognitive resources when making decisions. They rely, when possible, on fast, intuitive thinking, as if they are reserving deliberative thinking for special situations. However, too much information can sometimes stand in the way of understanding (see Iyengar and Lepper, 2000). Issues around the limits of cognition may be of particular relevance to human services programs where staff often put clients through detailed orientations about rules, responsibilities, and procedures.
 - **Attention is a finite mental resource.** “Spending” this resource to perform one difficult task reduces one’s ability to perform other tasks that also demand attention (see Kahneman, 1973; Kahnman, 2011). Behavioral research has also shown that people regularly forget, or neglect, to do important tasks whose benefits far outweigh their costs (see Choi, Laibson, Madrian, and Metrick, 2004). Programs in human services often require clients to be attentive to program schedules, deadlines, and paperwork requirements. Limited attention may explain why, in some instances, clients fail to meet these requirements.
 - **Exercising restraint depletes a person’s available stock of self-control.** Experiments confirm that people have a limited amount of self-control at any moment in time. This means that exercising restraint in some way (for example, resisting tempting food, avoiding a cigarette, or saving money) actually depletes a person’s available stock of self-control. These limits on self-control explain why people sometimes fail to follow through on decisions they have made, and why *small hassle factors* (like having to find a stamp in order to mail something) can lead people to abandon goals they have previously set (see, for example, Bettinger, Long, Oreopoulos, and Sanbonmatsu, 2009). To the extent that programs in human services require people to stick to plans or to undertake actions where the reward is in the future, the limits of self-control may help explain why people do not always follow through.

Application to Human Services

There has been relatively little exploration of the potential application of behavioral science to complex, large-scale human services programs. Though the application of behavioral economics is not new, it is most frequently used in marketing products and services to potential consumers, and in healthcare and workplace programs.

Program designers often implicitly assume that all involved will carefully consider options, make decisions that maximize the well-being of the client, and diligently follow through. Behavioral economics may help explain why these assumptions are not always borne out and seek new ways to meet program goals.

The largest and most recent study to apply a behavioral economics lens to programs that serve poor and vulnerable families in the United States is the Behavioral Interventions to Advance Self-Sufficiency (BIAS) project, sponsored by ACF's Office of Planning, Research and Evaluation. BIAS was launched in 2010 and is ongoing. Its goal is to learn how tools from behavioral economics can improve the well-being of individuals and families served by programs supported by ACF.

In the first phase of the project, the team conducted extensive outreach to stakeholders across ACF's programs to explore potential relevance and application of behavioral principles to ACF programs, performed a review of the literature of experimental tests of behaviorally informed interventions across similar public policy domains, and engaged behavioral economics experts. In summer 2012, the team hosted a BIAS Peer Practicum for ACF programs to explore behaviorally informed intervention strategies. The team has developed behavioral maps of select ACF programs.

BIAS is currently conducting several pilot tests of behaviorally informed interventions. In partnership with state agencies, the BIAS team uses a method, like business process reengineering, that is called behavioral diagnosis and design. They delve into a problem that program administrators are facing, diagnose potential behavioral "bottlenecks" that may inhibit performance, and identify areas where a relatively easy and low-cost behaviorally informed change might improve outcomes. A behavioral bottleneck is generally a point in the process where human behavior means that people do not follow through or take the action necessary to proceed. For example, if a noncustodial parent receives a letter from the child support program, but does not open it, that might be considered a bottleneck preventing them from taking the action proposed in the letter.

The BIAS project expects to primarily test service delivery innovations aimed at short-term objectives, such as enrollment, engagement, and program completion. These innovations result from a business redesign process based on behavioral economics principles. In general:

- The **behavioral diagnosis and design process** provides a way to understand and address the reasons programs are not performing to expectation. The process may reveal that there are behavioral bottlenecks at work that are amenable to behavioral solutions. It may also identify "structural" issues, such as a need to hire more staff, that are often outside of the scope of the BIAS project.
- The **diagnosis process** encourages program designers to take a step back and examine multiple possible explanations for underperformance before embracing a particular theory or solution. This may improve the likelihood of success of any behavioral intervention.

As the project moves forward, the BIAS team will continue to design and apply behavioral interventions in child care, child support, and TANF to yield new ways of tackling problems. Since experimentation is the only way to determine what is actually causing outcomes to change, interventions that move to a piloting stage will be tested using random assignment methodology to assess what causes outcomes to change and BIAS will report the impacts of these interventions over the next few years. You can read more information about BIAS and the case studies here: <http://www.acf.hhs.gov/programs/opre/research/project/behavioral-interventions-to-advance-self-sufficiency>.

Application of behavioral insights to healthcare and social services is an area of keen interest at the federal level. On March 14, 2014, HHS hosted a Behavioral Insights Conference to highlight federal efforts to apply behavioral economics. The BIAS project was included in this conference, and it is available to view via webcast here: <http://videocast.nih.gov/summary.asp?Live=13883&bhcp=1>.

Behavioral Economics and Child Support

The Child Support Program is a perfect fit for this kind of work. It is very well suited to both further incorporate behavioral economics insights and to sustain a culture of inquiry and empirical evaluation. Continuous learning and improvement are already second nature to child support program administrators.

Like in many other human services programs, parents in most child support programs are required to make active decisions and follow a series of steps in order to benefit — from deciding to apply, completing forms, arranging transportation, appearing at court, keeping the child support program updated about changes, and paying child support regularly. And parents aren't the only ones making decisions along the way. Child support staff and partners, like court personnel and judges, also have to make numerous decisions and follow a series of steps to get to the desired result.

Behaviorally informed practice is already part of the Child Support Program. Automatic wage withholding, through which the majority of child support collections are made, is a prime example of an “opt-out” approach used in behavioral economics. This approach acknowledges and eliminates many potential bottlenecks, that is, places where human behavior causes holdups in the business process, by simply “opting” all appropriate cases into wage withholding with no need for either parent to take action.

Further application of behavioral principles can improve child support processes in areas such as early engagement, right-sizing orders, reliable payment, family-centered services, and other establishment and enforcement outcomes including debt reduction and family distribution. For example, appropriate child support order amounts based on real ability to make payments improves payment compliance and reduces the risk of arrears debt. However, parents often do not follow through to request order modification when their incomes change. Behavioral principles may help to improve processes in order to increase requests for modifications when they are needed and, therefore, assure that more orders are the “right size.” Behavioral interventions may also help increase voluntary payment of support for parents whose employment does not permit automatic wage withholding and improve reliable child support payments.

In the early intervention area, we know that parents are more likely to comply with child support obligations when they perceive that the proceedings have been fair, they have been able to explain their circumstances and be heard, and they have been treated respectfully. Behavioral principles may be applied to refine child support communication strategies to improve voluntary payment compliance. They could also improve early intervention techniques, assuring that cases get started on the right foot and that a regular payer who has unexpectedly missed a payment is successfully engaged to address the issues preventing payment.

B. Purpose and Goals

BICS grantees will test behaviorally informed interventions to improve child support outcomes by focusing on areas such as early engagement, right-sizing orders, reliable payment, family-centered services, and other innovations to improve establishment and enforcement outcomes. Grant projects will first diagnose and design a behaviorally informed intervention and pilot test intervention at a multi-county (or large single county) level. If the intervention is found to be successful at the pilot stage, it is expected to be implemented statewide, or on the broadest scale possible for the state. Pilot tests will involve random assignment to determine whether desired outcomes are achieved. Projects will focus on shorter-term goals such as enrollment, engagement, and program completion.

The overall goal of the BICS project is to introduce and encourage institutionalizing a way of doing business that takes behavioral factors and regular evaluation into account to improve success. Child support programs will have the opportunity to work with a team of behavioral experts to analyze their business processes and pilot, evaluate, and replicate program improvements.

BICS grants will provide states with an opportunity to improve the effectiveness of their child support program through incorporating behaviorally informed, well-evaluated policies and practices into standard business practices. It will also help states strengthen their own expertise in behavioral economics and evaluation so they can sustain a practice of critical inquiry and regular, rapid-cycle evaluation to continue program improvements in a financially sustainable and cost-effective manner. Grantees will develop skills of their staff and organizations to regularly design and implement low-intensity evaluation and improvement.

OCSE intends for the BICS projects to develop behaviorally informed practices that states can scale up

and roll out statewide. BICS grantees should also be able to build the practices of inexpensive, frequent piloting, evaluation, and refinement (sometimes called rapid cycle evaluation) into their ongoing work beyond the grant period, in a financially sustainable and cost-effective way. Ideally, the improvements identified as part of the BICS process would be implemented statewide; the strongest grant projects are those that will be ultimately applied to impact the largest number of people. While child support programs cannot guarantee that they will make statewide or countywide policy or process changes as a result of BICS or adopt a rapid-cycle evaluation approach, the strongest grantees will show a commitment and openness to change, active participation from state (and if applicable, county) child support leadership, and past experience having made program changes based on research and evaluation.

C. Program Design

Under BICS, grantees will design, implement, evaluate, refine, and replicate behavioral interventions in close collaboration with the expert TAE team and OCSE.

Grantees will identify a set of child support outcomes to address topic areas in this FOA, such as right-sizing orders and locations within the state where they will conduct pilot work. Intensive technical assistance and grantee evaluations will be conducted by the third-party team of expert consultants—the TAE team—funded through a companion FOA HHS-2014-ACF-OCSE-FD-0822 (<http://www.acf.hhs.gov/grants/open/foa/view/HHS-2014-ACF-OCSE-FD-0822>). The TAE team will work with grantees through a behavioral diagnosis and design process, similar to working through components of business process reengineering. Each grantee will set a goal and then work individually with the TAE team to identify behavioral bottlenecks (places where people fall off or fail to follow through), and then design, pilot, and evaluate an intervention.

Grantees are expected to incorporate a cycle of continuous improvement, not just trying one thing and evaluate its effectiveness. The ideal behavioral intervention process is iterative, allowing for multiple rounds of hypothesis testing. Therefore, multiple rounds of piloting and evaluation may be utilized in order to refine the intervention. For components of the pilot that prove effective based on the evaluation, the grantee shall plan and implement processes to bring the intervention to scale statewide. Grantees will work to make testing and evaluation a regular part of their business practices throughout the grant period and beyond.

Overall, grantees will set a goal and work with the expert TAE team to develop a plan for continuous improvement. In summary, the process will be:

- 1) diagnose;
- 2) design;
- 3) implement, pilot, and evaluate;
- 4) refine and re-evaluate (as needed); and
- 5) implement improvements at a large scale, preferably statewide.

Given the nature of this process, grantees will need to be able to make small policy and operational changes quickly, without an arduous process requiring executive or legislative approval.

Behavioral interventions are most often service delivery and process innovations aimed at short-term objectives. These would include areas such as child support order modification, right-sizing orders, or improved or quicker payment compliance. However, grantees may also use these projects to make policy and program changes that are necessary to reap the full benefit of behavioral interventions and bring them to scale statewide. For example, if program evaluation determines that a set of behaviorally informed process improvements significantly increase order modification requests from incarcerated parents, then the grant may provide for other system improvements necessary to capitalize on this change. In this example, improvements may include things such as training for judges on order modification for incarcerated parents, improved access to courts for incarcerated parents, or changes to statewide policy

guidance.

Expert consultation and technical assistance will be provided at every step in the process. Grantees will work closely with the behavioral experts on the TAE team and OCSE. Based on their experience participating in BICS, grantees will gain skills so that a cycle of analysis and hypothesis testing—continuous process improvements—become a routine part of program operations beyond the grant period.

Timelines

Grantee interventions will vary and, therefore, so will grantee timelines. In general:

Year 1 of the grant will be used for diagnosis and design. The **diagnosis phase** generally consists of gathering data, such as interviews and program data; creating a “process map” of where individuals must make choices and take action; and hypothesizing bottlenecks in the process, where people get held up and fall off the expected decision-making process. In the **design phase**, the grantee will work with the TAE team to consider which behavioral interventions might work to overcome the problems identified in the diagnosis phase. Grantees will attend two workshops in Washington, DC, during year 1, and participate in two onsite visits from the TAE team to assist in these processes.

Years 2, 3, and 4 will be devoted to implementing, evaluating, and refining the interventions. As noted above, a pilot may be evaluated and refined based on initial evaluation findings, and then again piloted and evaluated to determine if the desired outcomes have been achieved.

The intervention is expected to have some meaningful measurable effect within approximately 6 to 9 months. For example, an intervention aimed at increasing the number of noncustodial parents who accurately request an order modification would need to measure this outcome within 6 to 9 months of implementing the behaviorally informed intervention. Grantees must ensure a significant number of clients/staff (usually at least 1,500 to 2,000) that could potentially be affected by the behavioral intervention. Interventions should have the potential to be replicable across multiple sites and states, and to be scaled up within the grant period or closely thereafter. Grantees will participate in one onsite technical assistance visit from the TAE team during years 2, 3, and 4.

In years 4 and 5, grantees will apply the learnings from the evaluations to make statewide or large scale improvements and implement any necessary training or other policy and program updates. If no approaches worthy of replication have been identified, the grantee should focus on sharing the learnings from the grant and implementing an approach to sustain regular piloting and evaluation of program innovations.

Also, in Year 5, grantees will also implement plans for sustaining critical program analysis and a process for piloting and using simple, low-cost evaluation methods to continue process improvements beyond the life of the grant. Grantees will participate in a capstone event in Washington, DC, to share their learnings with the child support field.

D. Evaluation Design

Grantees will actively participate in ongoing diagnosis, experimentation, and communication with the expert TAE team. The first behavioral intervention that is implemented might not have the desired effect. Testing behavioral interventions using rigorous scientific methods is a crucial step in the process.

Grantee evaluations will be conducted by the third-party TAE team funded under a separate FOA (see *Section IV.5. Funding Restrictions*). Given this, BICS grantees do not need to conduct their own evaluation and are not permitted to expend grant funds on their own evaluations. However, they must support and fully participate in technical assistance and evaluation activities conducted by the TAE team.

Evaluations will be designed specifically for each intervention. They will use the most rigorous methods possible, using a random assignment design wherever possible to determine the impact of the intervention and its benefits and costs. BICS evaluation methodologies must be quick and nimble, and the random

assignment processes used will be much less intensive for grantees to implement than, for example, random assignment evaluation of participation in a special program. In BICS, for example, a random assignment evaluation might simply compare the response rate for people who received a standard letter to people who received a colorful postcard.

In some cases, alternative evaluation approaches, such as propensity score matching or other experimental or quasi-experimental methods, may be used. These kinds of evaluations use data to create a similar group to compare to those people who received the behavioral intervention. Implementation analysis, including interviews with program staff and stakeholders, will also be conducted in each site.

Grantees' proactive support of random assignment and commitment to rigorous evaluation is important. Grantees must facilitate access to data systems and ensure TAE team access to qualitative observations and interviews. Accurate and complete data should be made available on a timely basis.

Most tests of behavioral interventions involve large numbers of individuals, easily identified in a short amount of time. Given that these interventions often involve relatively small changes but affect large numbers of individuals, a large sample size is important. Ideally, the sample size would be at least 1,500 to 2,000 individuals, but smaller sample sizes will be considered.

E. Program Management

Child support agencies must ensure appropriate project management for BICS projects. At a minimum, the projects must employ:

- one full-time project director (40 hours/week); and
- a site manager employed for an appropriate number of hours for each site identified.

The primary task of the **project director** is to ensure that the project is planned, implemented, and evaluated successfully, resulting in the statewide application of successful intervention practices. The primary task of **site managers** is to ensure that all plans developed as a result of the grant project are appropriately designed, implemented, and evaluated at their assigned site.

Additionally, the state child support (IV-D) director, county child support (IV-D) directors, and child support (IV-D) policy and operating managers must be involved in the design phase, and an appropriate number of hours for these individuals must be dedicated to the BICS grant. OCSE requires that the child support (IV-D) director, or equivalent staff person, dedicate a minimum of 4 hours a month to BICS program administration to ensure a statewide scope is considered in program design and management.

Both positions will have frequent contact with project partners, administrators, the TAE team, and OCSE. Together, the project director and site managers are responsible for the following tasks, grouped into four general areas of responsibility:

Project Development and Management

- Actively engage and collaborate with the TAE team to diagnose, design, implement and refine the behaviorally informed interventions, including attending workshops in year 1 in Washington, DC.
- Serve as primary point of contact for the TAE team for each site.
- Maintain communication with project decision makers, including the state child support (IV-D) director, and ensure that all necessary stakeholders are included as appropriate.
- Check in regularly with project staff to identify issues and concerns related to evaluation activities and communicate those to the TAE team.
- Collaborate with the TAE team to address any concerns raised by program staff related to evaluation activities.
- Inform the TAE team of any potential shifts in the program area being tested.
- Share grant findings and experience in a capstone event in Washington, DC.

Data Collection and Management

- Ensure that all evaluation-related data collection and submission is appropriately staffed and managed with access to necessary technology, and that program staff who will be responsible for collecting evaluation-related data receive necessary training from the TAE team.
- Ensure that the TAE team has the necessary data and information for the design and diagnosis phases as well as the evaluation.
- As necessary, assist the TAE team in arrangements to obtain child support administrative data and administrative data of other agencies and programs, and materials that facilitate use of such data (e.g., data dictionaries).
- Assist the TAE team in identifying and addressing any concerns related to administrative data.

Onsite Visits

- Actively participate in TAE team onsite visits and work with TAE team to coordinate logistics and agenda, as requested, and arrange for participation by all key decision makers.
- Assist the TAE team in scheduling any onsite visits conducted for training or data collection purposes.
- Assist the TAE team in scheduling interviews, surveys, focus groups, and any other required means of information collection for the purposes of program mapping and evaluation.

Dissemination of Findings

- Review written documents that the TAE team prepares about your sites and provide comments in a timely manner.

Expert Technical Assistance

Expert-led technical assistance and peer learning will support the administration of BICS projects over the 5-year project period.

Years 1 and 2: The TAE team will host two workshops (in Washington, DC) during Year 1 and focus on diagnosis and design. During Year 2, the TAE team will host one workshop (in Washington, DC), which will assist grantees in beginning the implementation, evaluation, and refinement period. The project director and site managers should attend all workshops. The child support (IV-D) director and other key personnel are also encouraged to attend.

Grantees will attend two workshops in Washington, DC during Year 1, and the TAE team will make two site visits to each grantee in year 1 and one visit in year 2.

Years 3 to 5: The TAE team will be devoted to assisting grantees with implementing, evaluating, and refining the interventions, and applying learnings to make statewide improvements. In years 3 to 5, the TAE team will not only provide expert-led technical assistance and training, but also coordinate peer learning activities to promote knowledge development and resource sharing among grantees. Grantees should expect to participate in at least six remote-access peer learning activities a year during years 3 to 5. In year 5, there will be a capstone event in Washington, DC. The project director must attend; other key personnel are encouraged to attend or participate remotely.

The TAE team will visit each site one time each year during Years 2, 3, and 4 to provide technical assistance and evaluation oversight.

F. Waiver Requirements

The applicant may need to request a waiver of certain provisions of the Act. Section 1115(a)(1) of the Act allows the Secretary of Health and Human Services to waive a state plan requirement in Section 454, and Section 1115(a)(2)(A) allows the Secretary to treat certain unallowable expenditures as allowable state expenditures for purposes of the demonstration project. OCSE anticipates that grantees will need to request to waive statewideness. They may also need to request waiver of other state plan requirements that facilitate the conduct of the project or enable the state to accomplish the purposes of the project. However, given the focus on statewide replication after the grant period, OCSE does not

anticipate the need to grant many other waivers, although requests will be fully considered.

For more information on program components specific to this FOA, please reference *Section IV.2 Content and Form of Application Submission, The Project Description, and Budget and Budget Justification*.

II. Award Information

Funding Instrument Type:	Cooperative Agreement
Estimated Total Funding:	\$1,200,000
Expected Number of Awards:	8
Award Ceiling:	\$150,000 Per Budget Period
Award Floor:	\$125,000 Per Budget Period
Average Projected Award Amount:	\$150,000 Per Budget Period

Length of Project Periods:

60-month project with five 12-month budget periods

Additional Information on Awards:

Awards made under this announcement are subject to the availability of federal funds.

Applications requesting an award amount that exceeds the *Award Ceiling* per budget period or per project period, as stated in this section, will be disqualified from competitive review and from funding under this announcement. This disqualification applies only to the *Award Ceiling* listed for the first 12-month budget period for projects with multiple budget periods. If the project and budget period are the same, the disqualification applies to the *Award Ceiling* listed for the project period. Please see *Section III.3. Other, Application Disqualification Factors*.

Note: For those programs that require matching or cost sharing, grantees will be held accountable for projected commitments of non-federal resources in their application budgets and budget justifications by budget period or by project period for fully funded awards, even if the projected commitment exceeds the required amount of match or cost share. **A grantee's failure to provide the required matching amount may result in the disallowance of federal funds.**

The initial award will be made for the first 12-month budget period. Noncompeting continuation awards for the subsequent 12-month budget periods will be subject to the availability of funds, satisfactory progress by the recipient, and a determination that continued funding would be in the best interest of the Federal Government. Applicants will receive instructions on how to submit non-competing continuation applications during the first budget period to request funds for the second budget period.

OCSE expects to award a total of \$390,000 per grantee in Section 1115 funds over the 5-year project period. The award ceiling in FY 2014 and 2015 is \$150,000. The award ceiling in FY 2016, 2017, and 2018 is \$30,000.

Description of ACF's Anticipated Substantial Involvement Under the Cooperative Agreement

A cooperative agreement is federal assistance in which substantial federal involvement in project activities is anticipated. Responsibilities of federal staff and the successful applicant are reviewed prior to award.

OCSE anticipates substantial involvement in the following activities, in addition to those activities mentioned in the *Section I, Program Description*:

1. Promoting collaborative relationships/partnerships and facilitating exchange of information between the TAE team and grantee organizations;
2. Identifying grantees' technical assistance and training needs, emerging issues, and research findings in collaboration with the grantee and the project director of the Evaluation BICS project;
3. Providing consultation to the grantee with regard to the development of the BICS plans, testing, and expansion;
4. Visiting grantee sites to monitor the grant project, provide technical assistance, learn about emerging findings, and observe grant activity;
5. Advising and directing approaches to address problems and strengthen grantee capacity to meet BICS goals; and
6. Providing timely review, comments, and decisions on key issues related to the project design and on inquiries and documents submitted by the grantee.

Please see *Section IV.5 Funding Restrictions* for limitations on the use of federal funds awarded under this announcement.

III. Eligibility Information

III.1. Eligible Applicants

Eligibility for awards is limited to State Title IV-D agencies, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands, **or the umbrella agency of the IV-D program**, are eligible to receive awards under this FOA. State grantees may partner with county Title IV-D agencies, community-based organizations, or other entities.

Applications from individuals (including sole proprietorships) and foreign entities are not eligible and will be disqualified from competitive review and from funding under this announcement. See *Section III.3. Other, Application Disqualification Factors*.

III.2. Cost Sharing or Matching

Cost Sharing / Matching Requirement: No

III.3. Other

DUNS Number and System for Award Management Eligibility Requirements (SAM.gov)

All applicants must have a DUNS Number (<http://fedgov.dnb.com/webform>) and an active registration with the Central Contractor Registry (CCR) on the System for Award Management (SAM.gov, www.sam.gov).

Obtaining a DUNS Number may take 1 to 2 days.

All applicants are required to maintain an active SAM registration until the application process is complete. If a grant should be made, registration in the CCR at SAM must be active throughout the life of the award. **Finalize a new, or renew an existing, registration at least two weeks before the application**

deadline. This action should allow you time to resolve any issues that may arise. Failure to comply with these requirements may result in your inability to submit your application or receive an award. Maintain documentation (with dates) of your efforts to register or renew at least two weeks before the deadline. See the SAM Quick Guide for Grantees at: https://www.sam.gov/sam/transcript/SAM_Quick_Guide_Grants_Registrations-v1.6.pdf.

HHS requires all entities that plan to apply for, and ultimately receive, federal grant funds from any HHS Agency, or receive subawards directly from recipients of those grant funds to:

- Be registered in the SAM prior to submitting an application or plan;
- Maintain an active SAM registration with current information at all times during which it has an active award or an application or plan under consideration by an OPDIV; and
- Provide its active DUNS number in each application or plan it submits to the OPDIV.

ACF is prohibited from making an award until an applicant has complied with these requirements. At the time an award is ready to be made, if the intended recipient has not complied with these requirements, ACF:

- May determine that the applicant is not qualified to receive an award; and
- May use that determination as a basis for making an award to another applicant.

Application Disqualification Factors

Applications from individuals (including sole proprietorships) and foreign entities are not eligible and will be disqualified from competitive review and from funding under this announcement.

Award Ceiling Disqualification

Applications that request an award amount that exceeds the *Award Ceiling* per budget period or per project period as stated in *Section II. Award Information*, will be disqualified from competitive review and from funding under this announcement. This disqualification applies only to the *Award Ceiling* listed for first 12-month budget period for projects with multiple budget periods. If the project and budget period are the same, the disqualification applies to the *Award Ceiling* listed for the project period.

Required Electronic Application Submission

ACF requires electronic submission of applications at www.Grants.gov. **Paper applications received from applicants that have not been approved for an exemption from required electronic submission will be disqualified from competitive review and from funding under this announcement.**

Applicants that do not have an Internet connection or sufficient computing capacity to upload large documents to the Internet may contact ACF for an exemption that will allow the applicant to submit applications in paper format. Information and the requirements for requesting an exemption from required electronic application submission are found in "Request an Exemption from Electronic Application Submission" in *Section IV.2. Content and Form of Application Submission*.

Application Deadlines

The deadline for electronic application submission is 11:59 p.m., ET, on the due date listed in the Overview and in Section IV.3. Submission Dates and Times. Electronic applications submitted to www.Grants.gov after 11:59 p.m., ET, on the due date, as indicated by a dated and time-stamped email from www.Grants.gov, will be disqualified from competitive review and from funding under this announcement. That is, applications submitted to www.Grants.gov, on or after 12:00 a.m., ET, on the day after the due date will be disqualified from competitive review and from funding under this announcement.

Applications submitted to www.Grants.gov at any time during the open application period, and prior to the due date and time, which fail the www.Grants.gov validation check, will not be received at, or

acknowledged by, ACF.

Each time an application is submitted via www.Grants.gov, the submission will generate a new date and time-stamp email notification. Only those applications with on-time date and time stamps that result in a validated application, which is transmitted to ACF, will be acknowledged.

The deadline for receipt of paper applications is 4:30 p.m., ET, on the due date listed in the *Overview* and in *Section IV.3. Submission Dates and Times*. Paper applications received after 4:30 p.m., ET, on the due date will be disqualified from competitive review and from funding under this announcement. **Paper applications received from applicants that have not received approval of an exemption from required electronic submission will be disqualified from competitive review and from funding under this announcement.**

Notification of Application Disqualification

Applications that are disqualified under these criteria are considered to be “non-responsive” and are excluded from the competitive review process. Applicants will be notified of a disqualification determination by email or by USPS postal mail within 30 federal business days from the closing date of this funding opportunity announcement.

IV. Application and Submission Information

IV.1. Address to Request Application Package

Robin Bunch
Administration for Children and Families
Office of Grants Management, Division of Discretionary Grants
370 L'Enfant Plaza SW
Washington, DC 20447
Phone: (202) 401-5513
Fax: (202) 260-6585
Email: acfogme-grant@acf.hhs.gov

Electronic Application Submission:

The electronic application submission package is available in the FOA's listing at www.Grants.gov.

Applications in Paper Format:

For applicants that have received an exemption to submit applications in paper format, Standard Forms, assurances, and certifications are available at the ACF Funding Opportunities Forms webpage at <http://www.acf.hhs.gov/grants-forms> and on the Grants.gov Forms page under "424 Family." See *Section IV.2. Request an Exemption from Required Electronic Application Submission* if applicants do not have an Internet connection or sufficient computing capacity to upload large documents (files) to www.Grants.gov.

Standard Forms that are compliant with Section 508 of the Rehabilitation Act (29 U.S.C. § 794d):

Available at the Grants.gov Forms Repository website at <http://www.grants.gov/web/grants/forms/sf-424-family.html>.

Federal Relay Service:

Hearing-impaired and speech-impaired callers may contact the Federal Relay Service for assistance at 1-800-877-8339 (TTY - Text Telephone or ASCII - American Standard Code For Information Interchange).

Section IV.2. Content and Form of Application Submission

FORMATTING ACF APPLICATIONS

In FY 2013 ACF implemented a new application upload requirement. Each applicant applying electronically via www.grants.gov is required to upload only two electronic files, excluding Standard Forms and OMB-approved forms. No more than two files will be accepted for the review, and additional files will be removed. Standard Forms and OMB-approved forms will not be considered additional files.

FOR ALL APPLICATIONS:

Authorized Organizational Representative (AOR)

AOR is the designated representative of the applicant/recipient organization with authority to act on the organization's behalf in matters related to the award and administration of grants. In signing a grant application, this individual agrees that the organization will assume the obligations imposed by applicable Federal statutes and regulations and other terms and conditions of the award, including any assurances, if a grant is awarded.

AOR authorization is part of the registration process at www.Grants.gov, where the AOR will create a short profile and obtain a username and password from the Grants.gov Credential Provider. AORs will only be authorized for the DUNS number registered in the System for Awards Management (SAM).

Point of Contact

In addition to the AOR, a point of contact on matters involving the application must also be identified. The point of contact, known as the Project Director or Principal Investigator, should not be identical to the person identified as the AOR. The point of contact must be available to answer any questions pertaining to the application.

Application Checklist

Applicants may refer to *Section VIII. Other Information* for a checklist of application requirements that may be used in developing and organizing application materials.

Details concerning acknowledgment of received applications are available in *Section IV.3. Submission Dates and Times* of this announcement.

Accepted Font Style

Applications must be in Times New Roman (TNR), 12-point font, except for footnotes, which may be TNR 10-point font.

Page Limitations

Applicants must observe the page limitation(s) listed under "PAGE LIMITATIONS AND CONTENT FOR ALL SUBMISSION FORMATS:". Page limitation(s) do not include SFs and OMB-approved forms.

All applications must be double-spaced and in Times New Roman, 12-point font. An application that exceeds the cited page limitation for double-spaced pages in the Project Description file or the Appendices file will have the last extra pages removed and the removed pages will not be reviewed.

Application Elements Exempted from Double-Spacing Requirements

The following elements of the application submission are exempt from the double-spacing requirements and may be single-spaced: the one-page Project Summary/Abstract, required Assurances and Certifications, required SFs, required OMB-approved forms, resumes, logic models, proof of legal status/non-profit status, third-party agreements, letters of support, footnotes, tables, the line-item budget

and/or the budget justification.

Adherence to FOA Formatting, Font, and Page Limitation Requirements

Applications that fail to adhere to ACF's FOA formatting, font, and page limitation requirements will be adjusted by the removal of page(s) from the application. Pages will be removed before the objective review. The removed page(s) will not be made available to reviewers.

In instances where formatting and font requirements are not adhered to, ACF uses a formula to determine the actual number of pages to be removed. The formula counts the number of characters an applicant uses when following the instructions and using 12-point TNR and compares the resulting number with that of the submitted application. For example, an applicant using TNR, 11-point font, with 1-inch margins all around, and single-spacing, would have an additional 26 lines, or 1500 characters, which is equal to 4/5 of an additional page. Extra pages resulting from this formula will be removed and will not be reviewed.

Applications that have more than one scanned page of a document on a single page will have the page(s) removed from the review.

For applicants that submit paper applications, double-sided pages will be counted as two pages. When the maximum allowed number of pages is reached, excess pages will be removed and will not be made available to reviewers.

NOTE: Applicants failing to adhere to ACF's FOA formatting, font, and page limitation requirements will receive a letter from ACF notifying them that their application was amended. The letter will be sent after awards have been issued and will specify the reason(s) for removal of page(s).

Copies Required

Applicants must submit one complete copy of the application package electronically. Applicants submitting electronic applications need not provide additional copies of their application package.

Applicants submitting applications in paper format must submit one original and two copies of the complete application, including all Standard Forms and OMB-approved forms. The original copy must have original signatures.

Signatures

Applicants submitting electronic applications must follow the registration and application submission instructions provided at www.Grants.gov.

The original of a paper format application must include original signatures of the authorized representatives.

Accepted Application Format

With the exception of the required Standard Forms (SFs) and OMB-approved forms, all application materials must be formatted so that they are 8 ½" x 11" white paper with 1-inch margins all around.

If possible, applicants are encouraged to include page numbers for each page within the application.

ACF generally does not encourage submission of scanned documents as they tend to have reduced clarity and readability. If documents must be scanned, the font size on any scanned documents must be large enough so that it is readable. Documents must be scanned page-for-page, meaning that applicants may not scan more than one page of a document onto a single page.

ELECTRONIC APPLICATION SUBMISSION INSTRUCTIONS

Applicants are required to submit their applications electronically unless they have requested and received an exemption that will allow submission in paper format. See *Section IV.2. Application Submission Options* for information about requesting an exemption.

Electronic applications will only be accepted via www.Grants.gov. **ACF will not accept applications**

submitted via email or via facsimile.

Each applicant is required to upload ONLY two electronic files, excluding SFs and OMB-approved forms.

File One: Must contain the entire Project Description, and the Budget and Budget Justification (including a line-item budget and a budget narrative).

File Two: Must contain all documents required in the Appendices.

Adherence to the Two-File Requirement

No more than two files will be accepted for the review. Applications with additional files will be amended and files will be removed from the review. SFs and OMB-approved forms will not be considered additional files.

Please do not attach additional documents to the SF-424 at Question 14 and/or after Question 15. Instead of providing a separate response to Question 14, all applicants are required to submit the SF for Project/Performance Site Location(s) (SF-P/PSL). In the SF-P/PSL, applicants may cite their primary location and up to 29 additional performance sites. Documents submitted as attachments to the SF-424 will be removed from the application and will not be reviewed.

Application Upload Requirements

ACF strongly recommends that electronic applications be uploaded as Portable Document Files (PDFs). One file must contain the entire Project Description and Budget Justification; the other file must contain all documents required in the Appendices. Details on the content of each of the two files, as well as page limitations, are listed later in this section.

To adhere to the two-file requirement, applicants may need to convert and/or merge documents together using a PDF converter software. Many recent versions of Microsoft Office include the ability to save documents to the PDF format without need of additional software. Applicants using the Adobe Professional software suite will be able to merge these documents together. ACF recommends merging documents electronically rather than scanning multiple documents into one document manually, as scanned documents may have reduced clarity and readability.

However, ACF understands that all applicants may not have access to this software. Grants.gov offers a listing of several free PDF conversion programs. These programs can be found on Grants.gov by clicking on "Applicants" at the top menu bar and selecting "Applicant Resources" from the drop-down list. Go to the "Technical Support & Self-Help" section and click on "Grants.gov Compatible Software." A link to "PDF Conversion Software" is available in the left-hand menu box. Free PDF software, available on this page, will allow users to convert and merge their PDF documents. As an example, ACF is providing written instructions for downloading and using one type of free software listed at Grants.gov at the following link: https://www.acf.hhs.gov/sites/default/files/assets/pdf995_instructions_for_video.pdf. ACF does not endorse any of the software listed on Grants.gov, and applicants are not required to use a specific type of PDF conversion software to submit an application.

For any systems issues experienced with Grants.gov or with SAM.gov, please refer to ACF's "Policy for Applicants Experiencing Federal Systems Issues" document for complete guidance at <http://www.acf.hhs.gov/grants> under "Grants Related Information."

Required Standard Forms (SFs) and OMB-approved Forms

Standard Forms (SFs) and OMB-approved forms, such as the SF-424 application and budget forms and the SF-P/PSL (Project/Performance Site Location), are uploaded separately at Grants.gov. These forms are submitted separately from the Project Description and Appendices files. See *Section IV.2. Required Forms, Assurances, and Certifications* for the listing of required Standard Forms, OMB-approved forms,

and required assurances and certifications.

Naming Application Submission Files

Observe the file naming conventions required by www.Grants.gov. Applicants should name their application files so that the content is easily identified by ACF.

Use only file formats supported by ACF

It is critical that applicants submit applications using only the supported file formats listed here. While ACF supports all of the following file formats, **we strongly recommend that the two application submission files (Project Description and Appendices) are uploaded as PDF documents in order to comply with the two file upload limitation.** Documents in file formats that are not supported by ACF will be removed from the application and will not be used in the competitive review. This may make the application incomplete and ACF will not make any awards based on an incomplete application.

ACF supports the following file formats:

- Adobe PDF – Portable Document Format (.pdf)
- Microsoft Word (.doc or .docx)
- Microsoft Excel (.xls or .xlsx)
- Microsoft PowerPoint (.ppt)
- Corel WordPerfect (.wpd)
- Image Formats (.JPG, .GIF, .TIFF, or .BMP only)

Do Not Encrypt or Password-Protect the Electronic Application Files

If ACF cannot access submitted electronic files because they are encrypted or password protected, the affected file will be removed from the application and will not be reviewed. This removal may make the application incomplete and ACF will not make awards based on an incomplete application.

FORMATTING FOR PAPER APPLICATION SUBMISSIONS:

The following requirements are only applicable to applications submitted in paper format. Applicants must receive an exemption from ACF in order for a paper format application to be accepted for review. See *Section IV.2. Request an Exemption from Required Electronic Application Submission* later in this section under *Application Submission Options* for more information.

Format Requirements for Paper Applications

All copies of mailed or hand-delivered paper applications must be submitted in a single package. If an applicant is submitting multiple applications under a single FOA, or multiple applications under separate FOAs, each application submission must be packaged separately. The package(s) must be clearly labeled for the specific FOA it addresses by FOA title and by Funding Opportunity Number (FON).

Because each application will be duplicated, do not use or include separate covers, binders, clips, tabs, plastic inserts, maps, brochures, or any other items that cannot be processed easily on a photocopy machine with an automatic feed. Do not bind, clip, staple, or fasten in any way separate sections of the application. Applicants are advised that the copies of the application submitted, not the original, will be reproduced by the federal government for review. **All application materials must be one-sided for duplication purposes.**

Addresses for Submission of Paper Applications

See *Section IV.6. Other Submission Requirements* for addresses for paper format application submissions.

PAGE LIMITATIONS AND CONTENT FOR ALL SUBMISSION FORMATS:

Applications are limited to 100 pages.

File One:

- Table of Contents
- Project Summary/Abstract
- Approach
- Organizational Capacity Narrative
- Line Item Budget and Budget Justification

File Two:

- Organizational Capacity Supporting Documents (Organizational charts, resumes, and job descriptions)
- Letters of Support

Required Forms, Assurances, and Certifications

Applicants seeking grant or cooperative agreement awards under this announcement must submit the listed Standard Forms (SFs), assurances, and certifications with the application. All required Standard Forms, assurances, and certifications will be available in the application kit posted for this funding opportunity at www.grants.gov.

Other versions of required Standard Forms, assurances, and certifications are available at ACF Funding Opportunities Forms at <https://www.acf.hhs.gov/grants-forms> and at Grants.gov <http://www.grants.gov/web/grants/forms.html> by using the link to "SF-424 Family," unless specified otherwise.

Forms / Assurances / Certifications	Submission Requirement	Notes / Description
SF-Project/Performance Site Location(s) (SF-P/PSL)	Submission is required for all applicants by the application due date.	Required for all applications. In the SF-P/PSL, applicants may cite their primary location and up to 29 additional performance sites. As a Standard Form (SF), this form is not included in the application's page limitation.
Certification Regarding Lobbying (Grants.gov Lobbying Form)	Submission required of all applicants with the application package. If it is not submitted with the application package, it must be submitted prior to the award of a grant.	Submission of the certification is required for all applicants.
SF-LLL - Disclosure of Lobbying Activities	If submission of this form is applicable, it is due at the time of application. If it not available at the time of application, it may also be submitted prior to the award of a grant.	If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this

		<p>commitment providing for the United States to insure or guarantee a loan, the applicant shall complete and submit the SF-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.</p>
<p>Certification of Filing and Payment of Federal Taxes</p>	<p>Submission of a certification is required prior to award for grantees receiving more than \$5,000,000 in Federal funding for the first budget year of a multi-year project; or for grantees receiving more than \$5,000,000 in Federal funding for a one-year (12 months) project period; or for grantees receiving more than \$5,000,000 in Federal funding for a multiyear project to be fully funded.</p>	<p>Applicants are advised of the following requirement contained in Section 518 of the "Departments of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act, 2014," (Pub.L. 113-76, Division H).</p> <p>This requirement remains in effect: Sec. 518.</p> <p>None of the funds appropriated or otherwise made available by this Act may be used to enter into a contract in an amount greater than \$5,000,000 or to award a grant in excess of such amount unless the prospective contractor or grantee certifies in writing to the agency awarding the contract or grant that, to the best of its knowledge and belief, the contractor or grantee has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.</p> <p>Accordingly, if applicants request more than \$5 million in Federal funds for the first budget year of a multiyear project to be funded in FY 2014, or as a multiyear project to be fully funded in FY 2014, the applicant will be required to submit a certification complying</p>

		with the requirements, prior to receiving an award.
DUNS Number (Universal Identifier) and Systems for Award Management (SAM) registration.	<p>A DUNS number is required of all applicants.</p> <p>To obtain a DUNS number, go to http://fedgov.dnb.com/webform.</p> <p>Active registration at the Systems Award Management (SAM) website must be maintained throughout the application and project award period.</p> <p>SAM registration is available at http://www.sam.gov.</p>	<p>A DUNS number and SAM registration are eligibility requirements for all applicants.</p> <p>See <i>Section III.3. Other</i> for information on obtaining DUNS number at http://fedgov.dnb.com/webform and registration at SAM.gov at http://www.sam.gov.</p>
SF-424A - Budget Information - Non-Construction Programs and SF-424B - Assurances - Non-Construction Programs	Submission is required for all applicants when applying for a non-construction project. Standard Forms must be used. Forms must be submitted by the application due date.	Required for all applications when applying for a non-construction project. By signing and submitting the SF-424B, applicants are making the appropriate certification of their compliance with all federal statutes relating to nondiscrimination.
SF-424 Key Contact Form	Submission is required for all applicants by the application due date.	Required for all applications.
SF-424 - Application for Federal Assistance	Submission is required for all applicants by the application due date.	Required for all applications.

SF-424 Key Contact Form

Please include the application contact, Authorizing Official, the proposed program manager, and site managers (if selected).

Non-Federal Reviewers

Since ACF will be using non-federal reviewers in the review process, applicants have the option of omitting from the application copies (not the original) specific salary rates or amounts for individuals specified in the application budget as well as Social Security Numbers, if otherwise required for individuals. The copies may include summary salary information. If applicants are submitting their application electronically, ACF will omit the same specific salary rate information from copies made for use during the review and selection process.

The Project Description

Part I: The Project Description Overview

Purpose

The project description provides the majority of information by which an application is evaluated and ranked in competition with other applications for available assistance. It should address the activity for which federal funds are being requested, and should be consistent with the goals and objectives of the program as described in *Section I. Program Description*. Supporting documents should be included where they can present information clearly and succinctly. When appropriate, applicants should cite the evaluation criteria that are relevant to specific components of their project description. Awarding offices use this and other information in making their funding recommendations. It is important, therefore, that this information be included in the application in a manner that is clear and complete.

General Expectations and Instructions

Applicants should develop project descriptions that focus on outcomes and convey strategies for achieving intended performance. Project descriptions are evaluated on the basis of substance and measurable outcomes, not length. Extensive exhibits are not required. Cross-referencing should be used rather than repetition. Supporting information concerning activities that will not be directly funded by the grant or information that does not directly pertain to an integral part of the grant-funded activity should be placed in an appendix.

Part II: General Instructions for Preparing a Full Project Description

Introduction

Applicants must prepare the project description statement in accordance with the following instructions while being aware of the specified evaluation criteria in *Section V.1. Criteria*. The text options give a broad overview of what the project description should include while the evaluation criteria identify the measures that will be used to evaluate applications.

Table of Contents

List the contents of the application including corresponding page numbers. The table of contents must be single spaced and will be counted against the total page limitations.

Project Summary/Abstract

Provide a summary of the application's project description. The summary must be clear, accurate, concise, and without reference to other parts of the application. The abstract must include a brief description of the proposed grant project including the needs to be addressed, the proposed services, and the population group(s) to be served.

Please place the following at the top of the abstract:

- Project Title
- Applicant Name
- Address
- Contact Phone Numbers (Voice, Fax)
- E-Mail Address
- Web Site Address, if applicable

The project abstract must be single-spaced, in Times New Roman 12-point font, and limited to one page in length. Additional pages will be removed and will not be reviewed.

Outcomes Expected

Identify the outcomes to be derived from the project. Outcomes should relate to the overall goals of the project as described in *Section I. Program Description*. If research is part of the proposed work, outcomes must include hypothesized results and implications of the proposed research.

Approach

Outline a plan of action that describes the scope and detail of how the proposed project will be accomplished. Applicants must account for all functions or activities identified in the application. Describe any design or technological innovations, reductions in cost or time, or extraordinary social and/or community involvement in the project. Provide a list of organizations, cooperating entities, consultants, or other key individuals that will work on the project, along with a short description of the nature of their effort or contribution.

Cite potential obstacles and challenges to accomplishing project goals and explain strategies that will be used to address these challenges.

Understanding of Technical Approach

The application must include:

- A sound plan that outlines the proposed intervention area(s) and scope of pilot testing, and that provides relevant details and basic justification for the proposal.
- A sound approach to demonstrate that the pilot can be taken to scale and serve a significant number of people.
- Explanation making clear that the pilot test will take place in two or more counties.
- Evidence that the approaches proposed are feasible to implement in the timelines required for the project.
- A sound approach to ensure timely communication and collaborative working relationships with the TAE team to support the requirements of the evaluation, including collection of appropriate data.

Personnel and Resources

The application must include:

- Proposal of a qualified project director with relevant experience and resources adequate to plan, manage, and complete the project.
- Proposal of staff that are able to work closely with project sites and the TAE team to implement the project and meet the evaluation requirements.
- Proposal of staff that have experience making policy decisions based on evaluation findings and data analysis.
- Proposed structure for continued meaningful involvement of the state child support (IV-D) director and other relevant decision-makers (including county IV-D directors where applicable) throughout the life of the grant to ensure that successfully piloted strategies will be implemented statewide; or an explanation of why findings cannot be implemented statewide and a justified explanation of the largest scale possible for implementation in the state.
- Explanation demonstrating openness and commitment to taking the pilot to scale statewide.

Experience and Capacity

The application must include:

- Explanation and evidence of ability and authority to promote and encourage flexibility among sites, make small policy changes quickly, and make mid-course corrections according to interim evaluation findings.
- Explanation and evidence of previous experience working with a third-party evaluator, participating

in an evaluation, and understanding of the evaluation requirements of the grant project.

- Explanation and evidence of capacity to make program-wide changes as a result of evaluation findings, and experience doing this in the past.
- Explanation and evidence of ability and experience managing a grant and working with project partners such as OCSE and technical assistance and/or evaluation providers.
- Explanation and evidence of ability and experience communicating programmatic change to the child support field.
- Explanation and evidence of ability and experience using and sharing administrative and program data for evaluation, and sharing it with a third-party evaluator.

Project Timeline and Milestones

Provide quantitative monthly or quarterly projections of the accomplishments to be achieved for each function, or activity, in such terms as the number of people to be served and the number of activities accomplished. Data may be organized and presented as project tasks and subtasks with their corresponding timelines during the project period. For example, each project task could be assigned to a row in the first column of a grid. Then, a unit of time could be assigned to each subsequent column, beginning with the first unit (i.e., week, month, quarter) of the project and ending with the last. Shading, arrows, or other markings could be used across the applicable grid boxes or cells, representing units of time, to indicate the approximate duration and/or frequency of each task and its start and end dates within the project period.

When accomplishments cannot be quantified by activity or function, list them in chronological order to show the schedule of accomplishments and their target dates.

Geographic Location

Describe the precise location of the project and boundaries of the area to be served by the proposed project.

Organizational Capacity

Provide the following information on the applicant organization and, if applicable, on any cooperating partners:

- Organizational charts;
- Resumes (no more than two single-spaced pages in length);
- Curricula Vitae (CV);
- Biographical Sketches (short narrative description);
- Evidence that the applicant organization, and any partnering organizations, have relevant experience and expertise with administration, development, implementation, management, and evaluation of programs similar to that offered under this announcement;
- Evidence that each participating organization, including partners and/or subcontractors, possess the organizational capability to fulfill their role(s) and function(s) effectively;
- Job descriptions for each vacant key position.

Third-Party Agreements

Third-party agreements include Memoranda of Understanding (MOU) and Letters of Commitment. General letters of support are **not** considered to be third-party agreements. Third-party agreements must clearly describe the project activities and support to which the third party is committing. Third-party agreements must be signed by the person in the third-party organization with the authority to make such commitments on behalf of their organization.

Provide written and signed agreements between grantees and subgrantees, or subcontractors, or other cooperating entities. These agreements must detail the scope of work to be performed, work schedules, remuneration, and other terms and conditions that structure or define the relationship.

The Project Budget and Budget Justification

All applicants are required to submit a project budget and budget justification with their application. The project budget is entered on the Budget Information Standard Form, either SF-424A or SF-424C, according to the directions provided with the SFs. The budget justification consists of a budget narrative and a line-item budget detail that includes detailed calculations for "object class categories" identified on the Budget Information Standard Form.

Project budget calculations must include estimation methods, quantities, unit costs, and other similar quantitative detail sufficient for the calculation to be duplicated. If matching or cost sharing is a requirement, applicants must include a detailed listing of any funding sources identified in Block 18 of the SF-424 (Application for Federal Assistance). See the table in *Section IV.2. Required Forms, Assurances, and Certifications* listing the appropriate budget forms to use in this application.

Special Note: *The Consolidated Appropriations Act, 2014 (Pub.L. 113-76), enacted January 17, 2014, limits the salary amount that may be awarded and charged to ACF grants and cooperative agreements. Award funds issued under this announcement may not be used to pay the salary, or any percentage of salary, to an individual at a rate in excess of Executive Level II. The Executive Level II salary of the Federal Executive Pay scale is \$181,500 (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2014/EX.pdf>). This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under a ACF grant or cooperative agreement.*

Provide a budget using the 424A and/or 424C, as applicable, for each year of the proposed project. Provide a budget justification, which includes a budget narrative and a line-item detail, for the first year of the proposed project. The budget narrative should describe how the categorical costs are derived. Discuss the necessity, reasonableness, and allocation of the proposed costs.

The application must include:

- A detailed budget that contains reasonable cost estimates for the project, including adequate staffing.
- A budget proposal that includes the following: salary for at least one full-time project director, an adequate number of hours from site managers, 4 hours a month from the state IV-D director, and the attendance of the project director and site managers at TWO 2-day workshops in Washington, DC, during Year 1.

General

Use the following guidelines for preparing the budget and budget justification. When a match or cost share is required, both federal and non-federal resources must be detailed and justified in the budget and budget narrative justification. "Federal resources" refers only to the ACF grant funds for which the applicant is applying. "Non-federal resources" are all other non-ACF federal and non-federal resources. It is suggested that budget amounts and computations be presented in a columnar format: first column, object class categories; second column, federal budget; next column(s), non-federal budget(s); and last column, total budget. The budget justification should be in a narrative form.

Personnel

Description: Costs of employee salaries and wages.

Justification: Identify the project director or principal investigator, if known at the time of application. For each staff person provide: the title; time commitment to the project in months; time commitment to the project as a percentage or full-time equivalent; annual salary; grant salary; wage rates; etc. Do not include the costs of consultants, personnel costs of delegate agencies, or of specific project(s) and/or businesses to be financed by the applicant. Contractors and consultants should not be placed under this category.

Fringe Benefits

Description: Costs of employee fringe benefits unless treated as part of an approved indirect cost rate.

Justification: Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, Federal Insurance Contributions Act (FICA) taxes, retirement insurance, and taxes.

Travel

Description: Costs of out-of-state or overnight project-related travel by employees of the applicant organization. Do not include in-state travel or consultant travel.

Justification: For each trip show the total number of traveler(s); travel destination; duration of trip; per diem; mileage allowances, if privately owned vehicles will be used to travel out of town; and other transportation costs and subsistence allowances. If appropriate for this project, travel costs for key project staff to attend ACF-sponsored workshops/conferences/grantee orientations should be detailed in the budget.

Supplies

Description: Costs of all tangible personal property other than that included under the Equipment category. This includes office and other consumable supplies with a per-unit cost of less than \$5,000.

Justification: Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.

Contractual

Description: Costs of all contracts for services and goods except for those that belong under other categories such as equipment, supplies, construction, etc. Include third-party evaluation contracts, if applicable, and contracts with secondary recipient organizations (with budget detail), including delegate agencies and specific project(s) and/or businesses to be financed by the applicant. This area is not for individual consultants.

Justification: Demonstrate that all procurement transactions will be conducted in a manner to provide, to the maximum extent practical, open, and free competition. Recipients and subrecipients, other than states that are required to use 45 CFR Part 92 procedures, must justify any anticipated procurement action that is expected to be awarded without competition and exceeds the simplified acquisition threshold fixed by 41 U.S.C. § 134, as amended by 2 CFR Part 200.88, and currently set at \$150,000. Recipients may be required to make pre-award review and procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc., available to ACF.

Note: Whenever the applicant intends to delegate part of the project to another agency, the applicant must provide a detailed budget and budget narrative for each contractor/sub-contractor, by agency title, along with the same supporting information referred to in these instructions. If the applicant plans to select the contractors/sub-contractors post-award and a detailed budget is not available at the time of application, the applicant must provide information on the nature of the work to be delegated, the estimated costs, and the process for selecting the delegate agency.

Other

Description: Enter the total of all other costs. Such costs, where applicable and appropriate, may include but are not limited to: consultant costs, local travel; insurance; food (when allowable); medical and dental costs (noncontractual); professional services costs (including audit charges); space and equipment rentals; printing and publication; computer use; training costs, such as tuition and stipends; staff development costs; and administrative costs.

Justification: Provide computations, a narrative description, and a justification for each cost under this category.

Indirect Charges

Description: Total amount of indirect costs. This category should be used only when the applicant currently has an indirect cost rate approved by the Department of Health and Human Services (HHS) or another cognizant federal agency.

Justification: An applicant that will charge indirect costs to the grant must enclose a copy of the current rate agreement. If the applicant organization is in the process of initially developing or renegotiating a rate, upon notification that an award will be made, it should immediately develop a tentative indirect cost rate proposal based on its most recently completed fiscal year, in accordance with the cognizant agency's guidelines for establishing indirect cost rates, and submit it to the cognizant agency. Applicants awaiting approval of their indirect cost proposals may also request indirect costs. When an indirect cost rate is requested, those costs included in the indirect cost pool should not be charged as direct costs to the grant. Also, if the applicant is requesting a rate that is less than what is allowed under the program, the authorized representative of the applicant organization must submit a signed acknowledgement that the applicant is accepting a lower rate than allowed.

Paperwork Reduction Disclaimer

As required by the Paperwork Reduction Act of 1995, 44 U.S.C. §§ 3501-3521, the public reporting burden for the Project Description and Budget/Budget Justification is estimated to average 60 hours per response, including the time for reviewing instructions, gathering and maintaining the data needed, and reviewing the collection information. The Project Description information collection is approved under OMB control number 0970-0139, which expires 10/31/2015. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Application Submission Options

Electronic Submission via www.Grants.gov

- Additional guidance on the submission of electronic applications can be found at <http://www.grants.gov/web/grants/applicants/organization-registration.html>.
- If applicants encounter any technical difficulties in using www.Grants.gov, contact the Grants.gov Contact Center at: 1-800-518-4726, or by email at support@grants.gov, to report the problem and obtain assistance. Hours of Operation: 24 hours a day, 7 days a week. The Grants.gov Contact Center is closed on federal holidays.
- Applicants should always retain Grants.gov Contact Center service ticket number(s) as they may be needed for future reference.
- **Contact with the Grants.gov Contact Center prior to the listed application due date and time does not ensure acceptance of an application. If difficulties are encountered, the Grants Management Officer listed in *Section VII. Agency Contacts* will determine whether the submission issues are due to Grants.gov system errors or user error.**

Application Validation at www.Grants.gov

After an application has been successfully submitted to www.Grants.gov, it still must pass a series of validation checks. After an application is submitted, Grants.gov generates a submission receipt via email and also sets the application status to "Received." This receipt verifies that the application has been successfully delivered to the Grants.gov system.

Next, Grants.gov verifies the submission is valid by ensuring it does not contain viruses, the opportunity is still open, and the applicant login and applicant DUNS number match. If the submission is valid, Grants.gov generates a submission validation receipt via email and sets the application status to "Validated."

If the application is not validated, the application status is set to "Rejected." The system sends a rejection email notification to the applicant and the applicant must re-submit the application package. See "What to Expect After Submitting" at www.Grants.gov for more information.

Each time an application is submitted, or resubmitted, via www.Grants.gov, the application will receive a new date and time stamp. Only those applications with on-time date and time stamps that result in a validated application, which are transmitted to ACF, will be acknowledged.

Applicants will be provided with an acknowledgement from Grants.gov that the submitted application package has passed, or failed, a series of checks and validations. Applications that are submitted on time that fail the validation check will not be transmitted to ACF and will not be acknowledged.

NOTE: The Grants.gov validation check can affect whether the application is accepted for review. If an application fails the Grants.gov validation check and is not resubmitted by 11:59 p.m., ET, on the due date, it will not be transmitted to ACF and will be excluded from the review.

Similarly, if an applicant resubmits their application to Grants.gov by 11:59 p.m., ET, on the due date, and the resubmitted application does not pass the validation check, it will not be transmitted to ACF and will be excluded from the review.

Systems Issues

For any systems issues experienced with Grants.gov or with SAM.gov, please refer to ACF's "Policy for Applicants Experiencing Federal Systems Issues" document for complete guidance at <http://www.acf.hhs.gov/grants> under "Grants Related Information."

Request an Exemption from Required Electronic Application Submission

ACF recognizes that some applicants may have limited or no Internet access, and/or limited computer capacity, which may prohibit them from uploading large files at www.Grants.gov. To accommodate such applicants, ACF offers an exemption from required electronic submission. The exemption will allow applicants to submit hard copy, paper applications by hand-delivery, applicant courier, overnight/express mail couriers, or by other representatives of the applicant.

To receive an exemption from required electronic application submission, applicants must submit a written request to ACF that must state that the applicant qualifies for the exemption for one of the two following reasons:

- Lack of Internet access or Internet connection, or
- Limited computer capacity that prevents the uploading of large documents (files) at www.Grants.gov.

Applicants may request and receive the exemption from required electronic application submission by either:

- Submitting an email request to electronicappexemption@acf.hhs.gov, or
- Sending a written request to the Office of Grants Management Contact listed in *Section VII. Agency Contacts* in this announcement.

Requests for exemption from required electronic application submission will be acknowledged with an approval or disapproval.

Requests that do not state one of the two listed reasons will not be approved.

An exemption is applicable to all applications submitted by the applicant organization during the Federal Fiscal Year (FFY) in which it is received. Applicants need only request an exemption once in a FFY. Applicants must request a new exemption from required electronic submission for any succeeding FFY.

Please Note: electronicappexemption@acf.hhs.gov **may only be used to request an exemption from required electronic submission.** All other inquiries must be directed to the appropriate Agency Contact listed in *Section VII.* of this announcement. Queries or requests submitted to this email address for any reason other than a request for an exemption from electronic application submission will not be acknowledged or answered.

All exemption requests must include the following information:

- Funding Opportunity Announcement Title,
- Funding Opportunity Number (FON),
- The listed Catalog of Federal Domestic Assistance (CFDA) number,
- Name of Applicant Organization and DUNS Number,
- AOR name and contact information,
- Name and contact information of person to be contacted on matters involving the application (i.e., the Point of Contact), and
- The reason for which the applicant is requesting an exemption from electronic application submission. The request for exemption must state one of the following two reasons: 1) lack of Internet access or Internet connection; or 2) lack of computer capacity that prevents uploading large documents (files) to the Internet.

Exemption requests must be received by ACF no later than two weeks before the application due date, that is, 14 calendar days prior to the application due date listed in the *Overview* and in *Section IV.3. Submission Dates and Times*. If the fourteenth calendar day falls on a weekend or federal holiday, the due date for receipt of an exemption request will move to the next federal business day that follows the weekend or federal holiday.

Applicants may refer to *Section VIII. Other Information* for a checklist of application requirements that may be used in developing and organizing application materials. Details concerning acknowledgment of received applications are available in *Section IV.3. Submission Dates and Times* of this announcement.

Paper Format Application Submission

An exemption is now required for the submission of paper applications. See the preceding section on "Request an Exemption from Required Electronic Application Submission."

Applicants with exemptions that submit their applications in paper format, by mail or delivery, must submit one original and two copies of the complete application with all attachments. The original and each of the two copies must include all required forms, certifications, assurances, and appendices, be signed by the AOR, and be unbound. The original copy of the application must have original signature(s). See *Section IV.6.* of this announcement for address information for paper format application submissions.

Applicants may refer to *Section VIII. Other Information* for a checklist of application requirements that may be used in developing and organizing application materials. Details concerning acknowledgment of received applications are available in *Section IV.3. Submission Dates and Times* in this announcement.

IV.3. Submission Dates and Times

Due Date for Applications: **08/05/2014**

Explanation of Due Dates

The due date for receipt of applications is listed in the *Overview* section and in this section. See *Section III.3. Application Disqualification Factors*.

Electronic Applications

The deadline for submission of electronic applications via www.Grants.gov is 11:59 p.m., ET, on the due date. Electronic applications submitted at 12:00 a.m., ET, on the day after the due date will be considered late and will be disqualified from competitive review and from funding under this announcement.

Applicants are required to submit their applications electronically via www.Grants.gov unless they received an exemption through the process described in *Section IV.2. Request an Exemption from Required Electronic Application Submission*.

ACF does not accommodate transmission of applications by email or facsimile.

Instructions for electronic submission via www.Grants.gov are available at: http://www.grants.gov/applicants/apply_for_grants.jsp.

Applications submitted to www.Grants.gov at any time during the open application period prior to the due date and time that fail the Grants.gov validation check will not be received at ACF. These applications will not be acknowledged.

Mailed Paper Format Applications

The deadline for mailed paper applications is 4:30 p.m., ET, on the due date. Mailed paper applications received after the due date and deadline time will be considered late and will be disqualified from competitive review and from funding under this announcement.

Paper format application submissions will be disqualified if the applicant organization has not received an exemption through the process described in *Section IV.2. Request an Exemption from Required Electronic Application Submission*.

Hand-Delivered Paper Format Applications

Applications that are hand-delivered by applicants, applicant couriers, by overnight/express mail couriers, or other representatives of the applicant must be received on, or before, the due date listed in the *Overview* and in this section. These applications must be delivered between the hours of 8:00 a.m. and 4:30 p.m., ET, Monday through Friday (excluding federal holidays). Applications should be delivered to the address provided in *Section IV.6. Other Submission Requirements*.

Hand-delivered paper applications received after the due date and deadline time will be considered late and will be disqualified from competitive review and from funding under this announcement.

Hand-delivered paper format application submissions will be disqualified if the applicant organization has not received an exemption through the process described in *Section IV.2. Request an Exemption from Required Electronic Application Submission*.

No appeals will be considered for applications classified as late under the following circumstances:

- Applications submitted electronically via www.Grants.gov are considered late when they are dated and time-stamped after the deadline of 11:59 p.m., ET, on the due date.

- Paper format applications received by mail or hand-delivery after 4:30 p.m., ET, on the due date will be classified as late and will be disqualified.
- Paper format applications received from applicant organizations that were not approved for an exemption from required electronic application submission under the process described in *Section IV.2. Request an Exemption from Required Electronic Submission* will be disqualified.

Extensions and/or Waiving Due Date and Receipt Time Requirements

ACF may extend an application due date and receipt time when circumstances make it impossible for applicants to submit their applications on time. These events include natural disasters (floods, hurricanes, tornados, etc.), or when there are widespread disruptions of electrical service, or mail service, or in other rare cases. The determination to extend or waive due date and/or receipt time requirements rests with the Grants Management Officer listed as the Office of Grants Management Contact in *Section VII. Agency Contacts*.

Acknowledgement from www.Grants.gov

Applicants will receive an initial email upon submission of their application to www.Grants.gov. This email will provide a **Grants.gov Tracking Number**. Applicants should refer to this tracking number in all communication with Grants.gov. The email will also provide a **date and time stamp**, which serves as the official record of application's submission. Receipt of this email does not indicate that the application is accepted or that it has passed the validation check.

Applicants will be provided with an acknowledgement from www.Grants.gov that the submitted application package has passed, or failed, a series of checks and validations. Applications that are submitted on time that fail the validation check will not be transmitted to ACF and will not be acknowledged.

See "What to Expect After Submitting" at www.Grants.gov for more information.

Acknowledgement from ACF of an electronic application's submission:

Applicants will be sent additional email(s) from ACF acknowledging that the application has been retrieved from www.Grants.gov by ACF. Receipt of these emails is not an indication that the application is accepted for competition.

Acknowledgement from ACF of receipt of a paper format application

ACF will not provide acknowledgement of receipt of hard copy application packages submitted via mail or courier services.

IV.4. Intergovernmental Review of Federal Programs

This program is not subject to Executive Order (E.O.) 12372, "Intergovernmental Review of Federal Programs," or 45 CFR Part 100, "Intergovernmental Review of Department of Health and Human Services Programs and Activities." No action is required of applicants under this announcement with regard to E.O. 12372.

IV.5. Funding Restrictions

Costs of organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions, are considered unallowable costs under grants or cooperative agreements awarded under this funding opportunity announcement.

Note: Costs incurred for grant application preparation are not considered allowable costs under an award and may not be included in the project budget or budget justification.

Grant awards will not allow reimbursement of pre-award costs.

Construction is not an allowable activity or expenditure under this grant award.

Purchase of real property is not an allowable activity or expenditure under this grant award.

If applicants are developing automated tools, utilities, applications, or computer programs under the cooperative agreement, OCSE funds may not be used to pay for functionality mandated for state and tribal child support systems as a requirement for system certification as such expenses are otherwise eligible for regular FFP reimbursement. Additionally, OCSE funds may not be used for the costs of proprietary software that is not readily available to the general public at established catalog or market prices. Grant funds, however, may cover enhancements to mandated state and tribal child support systems provided those enhancements do not duplicate or modify existing functionality in those systems. The grantee must maintain all ownership of any automated tools, utilities, applications, or computer programs and all associated documentation and materials developed under this cooperative agreement, and grants to the Federal Government a royalty free, nonexclusive, and irrevocable right-in-license to reproduce, publish, or otherwise use and to authorize others to use for government purposes such software, modifications, and documentation. Costs not eligible for title IV-D funding will only be covered under this grant if a Section 1115 waiver is issued, as described in *Section I, Program Description, Waiver Requirements*.

IV.6. Other Submission Requirements

Submit paper applications to one of the following addresses. Also see *Section IV.2. Request an Exemption from Required Electronic Application Submission*.

Submission By Mail

Robin Bunch
Administration for Children and Families
Office of Grants Management, Division of Discretionary Grants
Aerospace Building, 6th Floor East
370 L'Enfant Plaza SW
Washington, DC 20447

Hand Delivery

Robin Bunch
Administration for Children and Families
Office of Grants Management, Division of Discretionary Grants
Aerospace Building, 6th Floor East
370 L'Enfant Plaza SW
Washington, DC 20447

Electronic Submission

See *Section IV.2* for application requirements and for guidance when submitting applications electronically via <http://www.Grants.gov>.
For all submissions, see *Section IV.3. Submission Dates and Times*.

V. Application Review Information

V.1. Criteria

Please note: Reviewers will not access, or review, any materials that are not part of the application documents. This includes information accessible on websites via hyperlinks that are referenced, or embedded, in the application. Though an application may include web links, or embedded hyperlinks, reviewers will not review this information as it is not considered to be part of the application documents. Nor will the information on websites be taken into consideration in scoring of evaluation criteria presented in this section. Reviewers will evaluate and score an application based on the documents that are presented in the application and **will not** refer to, or access, external links during the objective review.

Applications competing for financial assistance will be reviewed and evaluated using the criteria described in this section. The corresponding point values indicate the relative importance placed on each review criterion. Points will be allocated based on the extent to which the application proposal addresses each of the criteria listed. Applicants should address these criteria in their application materials, particularly in the project description and budget justification, as they are the basis upon which competing applications will be judged during the objective review. The required elements of the project description and budget justification may be found in *Section IV.2* of this announcement.

Understanding of Technical Approach

Maximum Points: 25

To what degree does the applicant demonstrate and/or provide the following:

- A sound plan that outlines the proposed intervention area(s) and scope of pilot testing and provides relevant details and basic justification for the proposal? (8 points)
- A sound approach to demonstrate that the pilot can be taken to scale and serve a significant number of people? (5 points)
- The pilot test will take place in two or more counties? (4 points)
- Evidence that the approaches proposed are feasible to implement in the timelines required for the project? (4 points)
- A sound approach to ensure timely communication and collaborative working relationships with the TAE team to support the requirements of the evaluation, including collection of appropriate data? (4 points)

Personnel and Resources

Maximum Points: 30

To what degree does the applicant demonstrate and/or provide the following:

- Qualified project director with relevant experience and resources adequate to plan, manage, and complete the project? (8 points)
- Staff that are able to work closely with project sites and the TAE team to implement the project and meet the evaluation requirements? (7 points)
- Staff that have experience making policy decisions based on evaluation findings and data analysis? (5 points)
- Structure for continued meaningful involvement of the state child support (IV-D) director and other relevant decision-makers (including county IV-D directors where applicable) throughout the life of the grant to ensure that successfully piloted strategies will be implemented statewide? Award of points will also be considered for projects that will not be implemented statewide, but will be implemented on the largest scale possible in the state. (5 points)
- Openness and commitment to taking the pilot to scale statewide? (5 points)

Experience and Capacity

Maximum Points: 35

To what degree does the applicant demonstrate and/or provide the following:

- Ability and authority to promote and encourage flexibility among sites, make small policy changes quickly, and make mid-course corrections according to interim evaluation findings? (10 points)
- Previous experience working with a third-party evaluator, participating in an evaluation, and understanding of the evaluation requirements of the grant project? (5 points)
- Capacity to make program-wide changes as a result of evaluation findings and experience doing this in the past? (5 points)
- Ability and experience managing a grant and working with project partners such as OCSE and technical assistance and/or evaluation providers? (5 points)
- Ability and experience communicating programmatic change to the child support field? (5 points)
- Ability and experience using and sharing administrative and program data for evaluation and sharing it with a third-party evaluator? (5 points)

Budget Details

Maximum Points: 10

To what degree does the applicant demonstrate and/or provide the following:

- A detailed budget that contains reasonable cost estimates for the project, including adequate staffing? (8 points)
- A budget proposal that includes the following: salary for at least one full-time project director, an adequate number of hours from site managers, 4 hours a month from the state IV-D director, and the attendance of the project director and site managers at TWO 2-day workshops in Washington, DC, during Year 1? (2 points)

V.2. Review and Selection Process

No grant award will be made under this announcement on the basis of an incomplete application. No grant award will be made to an applicant or sub-recipient that does not have a DUNS number (www.dbn.com) and an active registration at SAM (www.sam.gov). See *Section III.3. Other*.

Initial ACF Screening

Each application will be screened to determine whether it meets any of the disqualification factors described in *Section III.3. Other, Application Disqualification Factors*.

Disqualified applications are considered to be “non-responsive” and are excluded from the competitive review process. Applicants will be notified of a disqualification determination by email or by USPS postal mail within 30 federal business days from the closing date of this funding opportunity announcement.

Objective Review and Results

Applications competing for financial assistance will be reviewed and evaluated by objective review panels using only the criteria described in *Section V.1. Criteria* of this announcement. Each panel is composed of experts with knowledge and experience in the area under review. Generally, review panels include three reviewers and one chairperson.

Results of the competitive objective review are taken into consideration by ACF in the selection of projects for funding; however, objective review scores and rankings are not binding. Scores and rankings are only one element used in the award decision-making process.

ACF may elect not to fund applicants with management or financial problems that would indicate an

inability to successfully complete the proposed project. Applications may be funded in whole or in part. Successful applicants may be funded at an amount lower than that requested. ACF reserves the right to consider preferences to fund organizations serving emerging, unserved, or under-served populations, including those populations located in pockets of poverty. ACF will also consider the geographic distribution of federal funds in its award decisions.

Please refer to *Section IV.2.* of this announcement for information on non-federal reviewers in the review process.

Approved but Unfunded Applications

Applications recommended for approval that were not funded under the competition because of the lack of available funds may be held over by ACF and reconsidered in a subsequent review cycle if a future competition under the program area is planned. These applications will be held over for a period of up to one year and will be re-competed for funding with all other competing applications in the next available review cycle. For those applications that have been deemed as approved but unfunded, notice will be given of such determination by postal mail.

V.3. Anticipated Announcement and Award Dates

OCSE anticipates announcing grant awards on or before October 1, 2014.

VI. Award Administration Information

VI.1. Award Notices

Successful applicants will be notified through the issuance of a Notice of Award (NOA) that sets forth the amount of funds granted, the terms and conditions of the grant, the effective date of the grant, the budget period for which initial support will be given, the non-federal share to be provided (if applicable), and the total project period for which support is contemplated. The NOA will be signed by the Grants Officer and transmitted via postal mail or email. Following the finalization of funding decisions, organizations whose applications will not be funded will be notified by letter signed by the cognizant Program Office head. Any other correspondence that announces to a Principal Investigator, or a Project Director, that an application was selected is not an authorization to begin performance.

Project costs that are incurred prior to the receipt of the NOA are at the recipient's risk and may be reimbursed only to the extent that they are considered allowable as approved pre-award costs. Information on allowable pre-award costs and the time period under which they may be incurred is available in *Section IV.5. Funding Restrictions.*

VI.2. Administrative and National Policy Requirements

Awards issued under this announcement are subject to the uniform administrative requirements and cost principles of 45 CFR Part 74 (Awards And Subawards To Institutions Of Higher Education, Hospitals, Other Nonprofit Organizations, And Commercial Organizations) or 45 CFR Part 92 (Grants And Cooperative Agreements To State, Local, And Tribal Governments). The Code of Federal Regulations (CFR) is available at <http://www.gpo.gov>.

An application funded with the release of federal funds through a grant award does not constitute, or imply, compliance with federal regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.

Prohibition Against Profit

Grantees are subject to the limitations set forth in 45 CFR Part 74, Subpart E-Special Provisions for Awards to Commercial Organizations (45 CFR § 74.81 Prohibition against profit), which states that, "...no HHS funds may be paid as profit to any recipient even if the recipient is a commercial organization. Profit is any amount in excess of allowable direct and indirect costs."

Equal Treatment for Faith-Based Organizations

Grantees are also subject to the requirements of 45 CFR § 87.1(c), Equal Treatment for Faith-Based Organizations, which says, "Organizations that receive direct financial assistance from the [Health and Human Services] Department under any Department program may not engage in inherently religious activities such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance from the Department." Therefore, organizations must take steps to completely separate the presentation of any program with religious content from the presentation of the Federally funded program by time or location *in such a way that it is clear that the two programs are separate and distinct*. If separating the two programs by time but presenting them in the same location, one program must *completely* end before the other program begins.

A faith-based organization receiving HHS funds retains its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs. For example, a faith-based organization may use space in its facilities to provide secular programs or services funded with federal funds without removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization that receives federal funds retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents in accordance with all program requirements, statutes, and other applicable requirements governing the conduct of HHS-funded activities.

Regulations pertaining to the Equal Treatment for Faith-Based Organizations, which includes the prohibition against federal funding of inherently religious activities, "Understanding the Regulations Related to the Faith-Based and Neighborhood Partnerships Initiative" are available at <http://www.hhs.gov/partnerships/about/regulations/>. Additional information, resources, and tools for faith-based organizations is available through The Center for Faith-based and Neighborhood Partnerships website at <http://www.hhs.gov/partnerships/index.html> and at the <https://www.acf.hhs.gov/programs/ocs/resource/capacity-building-toolkits-for-faith-based-and-community-organizations>.

Award Term and Condition under the Trafficking Victims Protection Act of 2000

Awards issued under this announcement are subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104). For the full text of the award term, go to <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>. If you are unable to access this link, please contact the Grants Management Contact identified in *Section VII. Agency Contacts* of this announcement to obtain a copy of the term.

Requirements for Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. By signing the application, the Authorizing Official agrees that the grantee will provide a drug-free workplace and will comply with the

requirement to notify ACF if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government-wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR Part 182; HHS implementing regulations are set forth in 2 CFR § 382.400. All recipients of ACF grant funds must comply with the requirements in Subpart B - Requirements for Recipients Other Than Individuals, 2 CFR § 382.225. The rule is available at <http://www.gpo.gov/fdsys/pkg/CFR-2001-title45-vol1/content-detail.html>.

Debarment and Suspension

HHS regulations published in 2 CFR Part 376 implement the governmentwide debarment and suspension system guidance (2 CFR Part 180) for HHS' non-procurement programs and activities. "Non-procurement transactions" include, among other things, grants, cooperative agreements, scholarships, fellowships, and loans. ACF implements the HHS Debarment and Suspension regulations as a term and condition of award. Grantees may decide the method and frequency by which this determination is made and may check the Excluded Parties List System (EPLS) located at <https://www.sam.gov/>, although checking the EPLS is not required. More information is available at <https://www.acf.hhs.gov/grants-forms>.

Pro-Children Act

The Pro-Children Act of 2001, 20 U.S.C. §§ 7181 through 7184, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

HHS Grants Policy Statement

The HHS Grants Policy Statement (HHS GPS) is the Department of Health and Human Services' single policy guide for discretionary grants and cooperative agreements. ACF grant awards are subject to the requirements of the HHS GPS, which covers basic grants processes, standard terms and conditions, and points of contact, as well as important agency-specific requirements. Appendices to the HHS GPS include a glossary of terms and a list of standard abbreviations for ease of reference. The general terms and conditions in the HHS GPS will apply as indicated unless there are statutory, regulatory, or award-specific requirements to the contrary that are specified in the Notice of Award (NOA). The HHS GPS is available at <https://www.acf.hhs.gov/grants/discretionary-competitive-grants>.

Freedom of Information Act (FOIA)

Applications funded by federal grant programs are subject to disclosure under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Such applications are frequently requested under the FOIA, consistent with

the FOIA's requirement to proactively disclose frequently requested materials at 5 U.S.C. § 552(a)(2)(D). Each released application will receive appropriate redaction of specific information to protect personal privacy and competitively sensitive commercial information. Information on filing a FOIA request is available at <http://www.acf.hhs.gov/submit-a-foia-request>.

VI.3. Reporting

Grantees under this funding opportunity announcement will be required to submit performance progress and financial reports periodically throughout the project period. The frequency of required reporting is listed later in this section. Final reports may be submitted in hard copy to the Grants Management Office Contact listed in *Section VII. Agency Contacts* of this announcement. Instructions on submission of reports electronically will be provided with award documents.

Performance Progress Reports (PPR)

Notice of Award documents will inform grantees of the appropriate performance progress report form or format to use. Grantees should consult their Notice of Award documents to determine the appropriate performance progress report format required under their award. Performance progress reports are due 30 days after the end of the reporting period.

Final program performance reports are due 90 days after the close of the project period. For awards that implement the use of the SF-PPR, that form may be found under "Reporting" at <https://www.acf.hhs.gov/grants-forms>

Federal Financial Reports (FFR)

As of February 1, 2011, HHS began the transition from use of the SF-269, Financial Status Report (Short Form or Long Form) to the use of the SF-425 Federal Financial Report for expenditure reporting. SF-269s will no longer be accepted for expenditure reports due after that date. If an SF-269 is submitted, the ACF will return it and require the recipient to complete the SF-425.

The transition strategy is allowing individual HHS Operating Divisions to select--from a limited number of options--the approach that best fits their programs and business process. This transition does not affect completion or submission of the cash reporting to the HHS Division of Payment Management's Payment Management System (PMS). The primary features of this transition for recipients are that OPDIVs that previously required electronic submission of the SF-269 will receive the SF-425 expenditure reports electronically and, until further notice, OPDIVs that have been receiving expenditure reports in hard copy will continue to do so.

All expenditure reports will be due on one of the standard due dates by which cash reporting is required to be submitted to PMS or at the end of a calendar quarter as determined by the Operating Division. As a result, a recipient that receives awards from more than one OPDIV may be subject to more than one approach, but will not be required to change its current means of submission or be subjected to more than eight standard due dates.

Beginning with budget periods which end from January 1 - March 31, 2011, and for all budget periods thereafter, all affected ACF grantees will be required to submit an SF-425 report as frequently as is required in the terms and conditions of their award using due dates for reports to PMS.

For budget periods ending in the months of:	The FFR (SF-425) is due to ACF on:
January 01 through March 31	April 30
April 01 through June 30	July 30

July 01 through September 30	October 30
October 01 through December 31	January 30

Fillable versions of the SF-425 form in Adobe PDF and MS-Excel formats, along with instructions, are available at http://www.whitehouse.gov/omb/grants_forms and at <https://www.acf.hhs.gov/grants-forms>. Further instructions will be provided, as necessary, with award terms and conditions that will address specific reporting periods and due dates on an award-by-award basis.

For planning purposes, ACF reporting periods for awards made under this announcement are as follows:

Program Progress Reports: Semi-Annually

Financial Reports: Semi-Annually

Federal Financial Accountability and Transparency Act (FFATA) Subaward and Executive Compensation

Awards issued as a result of this funding opportunity may be subject to the Transparency Act subaward and executive compensation reporting requirements of 2 CFR Part 170. See ACF's Award Term for Federal Financial Accountability and Transparency Act (FFATA) Subaward and Executive Compensation Reporting Requirement implementing this requirement and additional award applicability information at <https://www.acf.hhs.gov/grants/discretionary-competitive-grants>.

Tangible Property Report (SF-428)

As of April 1, 2012, the Administration for Children and Families began requiring the use of the Tangible Personal Property Form (SF-428) .

The **SF-428** is a standard form used by awarding agencies to collect information related to tangible personal property (equipment and supplies) when required by a federal financial assistance award. The form consists of the cover sheet, SF-428, and three attachments to be used as required: Annual Report; Final (Award Closeout) Report and a Disposition Request/Report. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.

The form is available under "Reporting" at <http://www.acf.hhs.gov/grants-forms> and at http://www.whitehouse.gov/omb/grants_forms.

Real Property Status Report (SF-429)

Beginning with budget periods ending September 30, 2012, and for all budget periods thereafter, all ACF grantees are required to submit the SF-429 report(s) as frequently as required in the terms and conditions of their award(s).

The **SF-429** is a standard report used by recipients of federal financial assistance to report real property status (Attachment A) or to request agency instructions on real property (Attachments B, C) that has been/will be provided as Government Furnished Property (GFP) or acquired (i.e., purchased or constructed) in whole or in part under a federal financial assistance award (i.e., grant, cooperative agreement, etc.). This includes real property that was improved using federal funds and real property that was donated to a federal project in the form of a match or cost share donation. This report is used for awards that establish a federal Interest on real property.

The form is available under "Reporting" at <http://www.acf.hhs.gov/grants-forms> and at http://www.whitehouse.gov/omb/grants_forms.

VII. Agency Contacts

Program Office Contact

Jessica Lohmann
Administration for Children and Families
Office of Child Support Enforcement
Division of Program Innovation
Aerospace
370 L'Enfant Promenade SW
Washington, DC 20447
Phone: (202) 205-4854
Email: Jessica.Lohmann@ACF.hhs.gov

Office of Grants Management Contact

Robin Bunch
Administration for Children and Families
Office of Grants Management, Division of Discretionary Grants
370 L'Enfant Promenade SW
Washington, DC 20447
Phone: (202) 401-5513
Fax: (202) 260-6585
Email: acfogme-grants@acf.hhs.gov

Federal Relay Service:

Hearing-impaired and speech-impaired callers may contact the Federal Relay Service for assistance at 1-800-877-8339 (TTY - Text Telephone or ASCII - American Standard Code For Information Interchange).

VIII. Other Information

Reference Websites

U.S. Department of Health and Human Services (HHS) [http:// www.hhs.gov/](http://www.hhs.gov/).

HHS Grants Forecast <http://www.acf.hhs.gov/hhsgrantsforecast/index.cfm>.

Administration for Children and Families (ACF) [http:// www.acf.hhs.gov/](http://www.acf.hhs.gov/).

ACF Grants Homepage [https:// www.acf.hhs.gov/grants](https://www.acf.hhs.gov/grants).

ACF Funding Opportunities <http://www.acf.hhs.gov/grants/open/foa/>.

ACF "How to Apply for a Grant" <https://www.acf.hhs.gov/grants/how-to-apply-for-grants>.

Catalog of Federal Domestic Assistance (CFDA) [https:// www.cfda.gov/](https://www.cfda.gov/).

For submission of a paper format application, all required Standard Forms (SF), assurances, and certifications are available on the ACF Grants-Forms page at <https://www.acf.hhs.gov/grants-forms>.

Standard grant forms are available at the [Grants.gov](http://www.grants.gov/web/grants/forms.html) Forms Repository webpage at [http:// www.grants.gov/web/ grants/ forms.html](http://www.grants.gov/web/grants/forms.html). See "SF- 424 Family."

For information regarding accessibility issues, visit the Grants.gov Accessibility Compliance Page at [http://www07.grants.gov/web/ grants/ support/ technical-support/ accessibility-compliance.html](http://www07.grants.gov/web/grants/support/technical-support/accessibility-compliance.html).

Code of Federal Regulations (CFR) <http://www.gpo.gov/fdsys/>. See link under "Featured Collections."

The *Federal Register* <http://www.gpo.gov/fdsys/>. See link under "Featured Collections."

United States Code (U.S.C.) <http://www.gpo.gov/fdsys/>. See link under "Featured Collections."

Application Checklist

Applicants may use the checklist below as a guide when preparing your application package.

What to Submit	Where Found	When to Submit
Certification of Filing and Payment of Federal Taxes	Referenced in <i>Section IV.2. Forms, Assurances, and Certifications</i> of the announcement. The Certification may be found at http:// www.acf.hhs.gov/ grants -forms .	If applicable to the applicant, it must be submitted prior to the award of a grant.
SF-424A - Budget Information - Non- Construction Programs and SF-424B - Assurances - Non- Construction Programs	Referenced in <i>Section IV.2. Required Forms, Assurances, and Certifications</i> . For electronic application submission, these forms are available on the FOA's Grants.gov "Download Opportunity Instructions and Application" page under "Download Application Package" in the section entitled, "Mandatory." Also available at	Submission is due by the application due date found in the <i>Overview</i> and in <i>Section IV.3. Submission Dates and Times</i> .

	<p>http://www.acf.hhs.gov/grants-forms and at</p> <p>http://www.grants.gov/web/grants/forms.html by using the link to "SF-424 Family."</p> <p>These forms are required for applications under this FOA:</p> <ul style="list-style-type: none"> • Projects that include only non-construction activities must submit the SF-424A and SF-424B, along with the SF-424 and SF-P/PSL. 	
<p>Certification Regarding Lobbying (Grants.gov Lobbying Form)</p>	<p>Referenced in <i>Section IV.2. Required Forms, Assurances, and Certifications.</i></p> <p>For electronic application submission, these forms are available on the FOA's Grants.gov page under the "Application Package" tab in the section entitled, "Mandatory."</p> <p>Available at http://www.acf.hhs.gov/grants-forms and at http://www.grants.gov/web/grants/forms.html by using the link to "SF-424 Family."</p>	<p>Submission is due with the application package. If it is not submitted with the application package, it must be submitted prior to the award of a grant.</p>
<p>SF-424 - Application for Federal Assistance</p>	<p>Referenced in <i>Section IV.2. Required Forms, Assurances, and Certifications.</i></p> <p>For electronic application submission, these forms are available on the FOA's Grants.gov "Download Opportunity Instructions and Application" page under "Download Application Package" in the section entitled, "Mandatory."</p> <p>Also available at http://www.acf</p>	<p>Submission is due by the application due date found in the <i>Overview</i> and in <i>Section IV.3. Submission Dates and Times.</i></p> <p>Do not attach required application elements or additional pages to the SF-424 at Questions 14 or 15! See Section IV.2. Formatting ACF</p>

	<p>.hhs.gov/ grants-forms and at http://www.grants.gov/web/grants/forms.html</p> <p>by using the link to "SF-424 Family."</p>	<p><i>Applications.</i></p>
<p>SF-424 Key Contact Form</p>	<p>Referenced in <i>Section IV.2. Required Forms, Assurances, and Certifications.</i></p> <p>For electronic application submission, this form is available on the FOA's Grants.gov "Download Opportunity Instructions and Application" page under "Download Application Package" in the section entitled, "Optional."</p> <p>The form is also available at http://www.acf.hhs.gov/grants-forms and at http:// www. grants. gov/ web/ grants/forms.html</p> <p>by using the link to "SF-424 Family."</p>	<p>Submission is due with the application by the application due date found in the <i>Overview</i> and in <i>Section IV.3. Submission Dates and Times.</i></p>
<p>SF-Project/Performance Site Location(s) (SF-P/PSL)</p>	<p>Referenced in <i>Section IV.2. Required Forms, Assurances, and Certifications.</i></p> <p>For electronic application submission, these forms are available on the FOA's Grants.gov "Download Opportunity Instructions and Application" page under "Download Application Package" in the section entitled, "Mandatory."</p> <p>Also available at http://www.acf.hhs.gov/grants-forms and at http://www.grants.gov/web/grants/forms.html</p> <p>by using the link to "SF-424 Family."</p>	<p>Submission is due by the application due date found in the <i>Overview</i> and in <i>Section IV.3. Submission Dates and Times.</i></p>

<p>DUNS Number (Universal Identifier) and Systems for Award Management (SAM) registration.</p>	<p>Referenced in <i>Section III.3. Other</i> in the announcement.</p> <p>To obtain a DUNS number, go to http://fedgov.dnb.com/webform.</p> <p>To register at SAM, go to http://www.sam.gov.</p>	<p>A DUNS number and registration at SAM.gov are required for all applicants.</p> <p>Active registration at SAM must be maintained throughout the application and project award period.</p>
<p>SF-LLL - Disclosure of Lobbying Activities</p>	<p>"Disclosure Form to Report Lobbying" is referenced in <i>Section IV.2. Required Forms, Assurances, and Certifications</i>.</p> <p>For electronic application submission, this form is available on the FOA's Grants.gov "Download Opportunity Instructions and Application" page under "Download Application Package" in the section entitled, "Optional."</p> <p>The form is also available at http://www.acf.hhs.gov/grants-forms and at http://www.grants.gov/web/grants/forms.html by using the link to "SF-424 Family."</p> <p>If applicable, submission of this form is required if any funds have been paid, or will be paid, to any person for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan.</p>	<p>If submission of this form is applicable, it is due at the time of application. If it not available at the time of application, it may also be submitted prior to the award of a grant.</p>
<p>Table of Contents</p>	<p>Referenced in <i>Section IV.2. The Project Description</i>.</p>	<p>Submit with the application by the due date found in the <i>Overview</i> and in <i>Section IV.3. Submission Dates and Times</i>.</p>

Project Summary/Abstract	Referenced in <i>Section IV.2. The Project Description</i> . The Project Summary/Abstract is limited to one single-spaced page.	Submission is due by the application due date found in the <i>Overview</i> and in <i>Section IV.3. Submission Dates and Times</i> .
The Project Description	Referenced in <i>Section IV.2. The Project Description</i> .	Submission is due by the application due date found in the <i>Overview</i> and in <i>Section IV.3. Submission Dates and Times</i> .
The Project Budget and Budget Justification	Referenced in <i>Section IV.2. The Project Budget and Budget Justification</i> of the announcement.	Submission is required in addition to submission of SF-424A or SF-424C. It must be submitted with the application package by the due date in the <i>Overview</i> and in <i>Section IV.3. Submission Dates and Times</i> .
Third-Party Agreements (also, MOUs and Consortia Agreements)	Referenced in <i>Section IV.2. Project Description</i> .	If available, submission is due by the application due date found in the <i>Overview</i> and in <i>Section IV.3</i> . If not available at the time of application submission, due by the time of award.
Job Descriptions	Referenced in <i>Section IV.2. The Project Description</i> .	Submission due by the application due date found in <i>Overview</i> and <i>Section IV.3</i> .
Resumes	Referenced in <i>Section IV.2. The Project Description</i> .	Submission due by the application due date found in <i>Overview</i> and <i>Section IV.3</i> .
Other Attachments	Referenced in <i>Section IV.2. The Project Description</i> .	Submission due by the application due date found in <i>Overview</i> and <i>Section IV.3</i> .