

**REQUEST FOR PROPOSALS**

**FOR**

**TYPE B PROFESSIONAL PROVIDERS NETWORK  
SERVICES**

**RFP 08-003**

**Issued by**

**THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**222 E. CENTRAL PARKWAY**

**CINCINNATI, OHIO 45202**

**(April 23, 2008)**

**RFP Conference: May 12, 2008 9:30 a.m.**

**Location: Hamilton County Job and Family Services**

**222 East Central Parkway**

**6<sup>th</sup> Floor, Room 6SE601**

**Cincinnati, Ohio 45202**

**Due Date for Proposal submission: June 23, 2008**

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# **REQUEST FOR PROPOSAL (RFP) FOR TYPE B PROFESSIONAL PROVIDERS NETWORK SERVICES**

## **MISSION STATEMENT**

We, the staff of the Hamilton County Department of Job and Family Services, provide services for our community today to enhance the quality of living for a better tomorrow.

## **1.0 REQUIREMENTS & SPECIFICATIONS**

### **1.1 Introduction & Purpose of the Request for Proposal**

The Hamilton County Department of Job and Family Services (HCJFS) is seeking proposals from a vendor or vendor(s) who can administer and/or facilitate specific training and educational opportunities necessary for Hamilton County certified Professional Type B providers. HCJFS contracts with certified Type B home child care providers for the provision of child care services for parents/caretakers who qualify for a state subsidy for a portion of their child care fees. HCJFS envisions the vendor(s), through their existing programs and/or through collaborations with existing community resources, will use this funding to supplement the costs of these training programs, increasing the number of providers who can afford to participate. By leveraging funds in this manner, more money can be utilized to directly benefit providers and less will be spent for administrative costs including Support Services. The HCJFS Child Care Certification Program certifies and re-certifies Type B home providers to ensure the health and safety of children in the providers' care. The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award multiple contracts for these services to multiple vendors and to award contracts for any or all the services proposed.

### **1.2 Scope of Service**

The purpose of this program is to improve the quality of child care services for our customers by enhancing our Professional Type B Home provider's child care education and training; and make available opportunities for our providers to acquire specific credentials and accreditations unique to the Child Care profession, thereby increasing their earning potential and ensuring the success of their child care businesses.

### **1.2.1 Population**

The following data is provided for planning purposes only. HCJFS does not guarantee that the current service level will increase, decrease or remain the same. It is anticipated that HCJFS will procure services for approximately 1000 certified Professional Type B home providers in Hamilton County. Currently, one (1) of these providers has National Association for Child Care (NAFCC) Accreditation. Thirteen (13) of these providers are currently participating in the Head Start Enhancement Option Family Child Care Provider Partnerships.

### **1.2.2 Service Components**

Funds shall be used to supplement one or more of the training component opportunities below:

- A. Head Start Enhancement Option Family Child Care Provider Partnerships: improving the provider's service quality to children; with a Child Development Associate credential and /or Accreditation, as the provider's ultimate goal.
- B. NAFCC training and mentoring resulting in Accreditation.
- C. Child Development Associate classes and resulting Child Development Associate credential.

Vendor Responsibilities:

- A. Marketing services to prospective Professional Type Home providers: process and send all letters, notices and assorted mailings associated with the contracted training services;
- B. Recruitment and the evaluation of eligible participants to determine which of these trainings component opportunities best meet individual provider goals and needs;
- C. The data collection and reports in connection with the delivery of each training component opportunity and support Service. Record maintenance shall include:
  - 1. Marketing materials

2. Registration materials
  3. Attendance roster/records, including participant signatures
  4. Pre- and post tests results where applicable
  5. Participant evaluations
  6. Copies of the participants' subsequent credentials.
  7. Copies of all curriculum and any training materials for contracted training programs
- D. Maintaining fiscal data, which must be reported to HCJFS in the form of monthly progress and expenditure reports;
- E. Monthly reporting of program activities and participants served;
- F. Directing credentialed providers to and/or assisting them with professional mentoring services or associations (small/minority business associations, self-employed business support groups, professional child care groups, etc.) as best meets individual provider needs, to ensure providers understand how their newly acquired credential will have a positive impact on their child care business and income. Activities may include:
1. recommendations for advertising the provider's new credentials to increase and/or sustain the new customer base they seek
  2. identify immediate short term steps needed (action plan) to take to increase their income
  3. ensure each provider's understanding of everything involved with maintaining their on-going certifications or accreditations (on-going required trainings/classes, timelines, costs, etc.)
  4. provide guidance on how to prepare for or monitor possible up-coming opportunities made available by legislative or State rules changes to increase their service quality and income.

Funds may also for the following related support services:

- G. Marketing Services to prospective participants and the recruitment of eligible participants;
- H. Obtaining the actual appropriate credential following the completion of the provider's training component; and
- I. Introducing providers who have obtained credentials with professional mentoring services or associations that will assist them with developing the necessary business skills needed to operate a successful and efficient small business.

The above Service Components and Support Services have been chosen because:

- 1. They can be achieved in a year or less timeframe (approximately);
- 2. They result in a specific, verifiable accreditation or certification credentialing;
- 3. They will have a positive impact upon service quality to customer and their children;
- 4. They can provide opportunities for providers to increase their income (negotiate higher reimbursement rates for Accreditation, or begin the process to obtain a licensure for Type A or Center licensure), and improve their child care business; and
- 5. Increased educational credentials will enable providers to better compete for future opportunities with an even greater income potential (i.e. pending legislation that may include mandated licensing of Type B providers, pending State programs to promote Step Up to Quality for Type B providers, and again, the ability to begin the process involved with switching to Type A or Center Licensure, etc).

HCJFS' goal is to work with a vendor(s) who is able to meet the entire continuum of services. However, the HCJFS reserves the right to award multiple contracts to successful bidder(s) for all or some of the services proposed.

## **2.0 Vendor Proposal**

It is required all proposals be submitted in the format as described in this section. Each submission must have one original proposal with ten (10) copies, using twelve (12) point Arial font when possible. Each Proposal section title must correspond to the following format below. All proposal pages will be numbered sequentially throughout entire proposal beginning with – Section 2.1 – Cover Sheet and ending with Section 2.5 – Personnel Qualifications. Vendors are encouraged, but not required, to use double sided copies in their proposal. Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein:**

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables

Section 2.2.1 – Program Components

Section 2.2.2 – System and Fiscal Administration Components

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

### **2.1 Cover Sheet**

Each Vendor must complete the Cover Sheet, Attachment A, and include such in its proposal. The Cover Sheet must be signed by an authorized representative of the Vendor and also include the names of individuals authorized to negotiate with HCJFS. The signature line must indicate the title or position the individual holds in the company. All unsigned proposals will be rejected.

The Cover Sheet must also include the proposed Unit Rate(s) for each service Vendor is proposing for the contract year one (1) and the optional one (1) year renewal. These Unit Rate(s) must be supported by the Budget.

### **2.2 Service and Business Deliverables**

Vendors must describe in detail all information set forth in Section 2.2.1 Project Components and Section 2.2.2 System and Fiscal Administration Components:



## 2.2.1 Project Components

Describe and provide specific examples of how your organization will:

- A. Describe which of the specified program training components will be administered and/or facilitated and whether these will be subcontracted to other agencies/individuals/facilities and if so, to whom will they be subcontracted.
  
- B. Describe any organizational and staffing expertise. Provide details or similar services to the target population, including past performance. If your organization has never provided the proposed training or support services, describe an comparable previous experience or any special or technical skills and resources that your organization has that makes the organization capable of successfully providing these services.
  
- C. Identify the number of participants who will be served for each component. Wherever subcontractors are utilized, the vendor(s) must, in addition to the above attachments, also outline their past experience with these subcontractors, including length of time with and outcomes from previous associations; Vendor(s) choosing to subcontract some or all of the training components or support services (with no more than two subcontractors), will need to ensure each sub-contractor:
  - 1. Is able to service the entire Hamilton County area. The selected vendor(s) must provide a letter of intent from their sub-contractors that the services requested in this RFP will be provided.
  - 2. Is able to administer specific training components or support services as outlined by this RFP.
  - 3. Comply with all other RFP requirements related to the specific areas for which they are responsible.

- D. Describe the facility where each training component will be held.  
Identify the days of the week and hours of each training program operation.  
The Vendor must maintain sufficient and appropriate sites to accommodate the assigned providers
- E. Outline the methods that will be used to market the training components and the efforts that will be employed to recruit the participants.
- F. Explain how services will be accessible to the participants.
- G. Identify and provide a description of the specific Supportive Service(s) you will provide for the following :
1. Marketing Services to prospective participants and the recruitment of eligible participants;
  2. Obtaining the actual appropriate credential following the completion of the provider's training component; and
  3. Introducing providers who have obtained credentials with professional mentoring services or associations that will assist them with developing the necessary business skills needed to operate a successful and efficient small business.
- H. Discuss best practices that will be utilized to ensure the target population will successfully complete the training components.
- I. Detail the tracking system and processes that will be employed to ensure there will be accurate monthly and quarterly documentation of trainings or support activities by participants.
- J. Identify the number and frequency of classes proposed for each training component and the capacity (number of participants who may enroll) for each cycle, including a schedule draft listing the proposed class and dates and times. Attach a copy of the curriculum and a schedule of activities for each training component.

- K. Indicate the staff/participate ratio for each proposed training program.
- L. Describe the tools and strategies that will be used to measure the increase of participants' skills as a result of each training component.
- M. Include a timeline of major program activities for each training component.
- N. Describe the tools and strategies that will be utilized to measure each participant's monthly progress and ongoing achievements. Include the evaluation tools as attachments.
- O. Provide a description of how each training or support service will be tracked and monitored as they are provided to participants.
- P. Discuss how periodic program evaluations will be completed to ensure that the training or support service is operating effectively, who will be responsible for the evaluations and how will necessary changes be addressed.
- Q. Certified Type B providers work at least one shift each week. Identify any training or support services you plan to offer to the target population during non-traditional hours (non-traditional hours are nights and weekends; traditional hours are days). Provide a schedule of these days and hours.
- R. Discuss how you will collaborate and partner with existing community organizations (while limiting the number of subcontractors to keep administrative costs at a minimum), to maximum resources for each training component offered. Include in your discussion collaborations with GED/High School diploma programs already in existence.
- S. Discuss your strategies for:
  - 1. Keeping providers engaged in the program(s);
  - 2. Maintaining their interest over time;

3. Motivating providers to meet their goals; and
  4. Monitoring and documenting each provider's monthly/quarterly progress.
- T. Describe any incentives or benefits that will be available to providers for programs through the use of leveraged funds. The vendor(s) must demonstrate their ability to leverage funding streams to serve as matches or in-kind contributions to Child Care Quality dollars, and to draw upon additional resources beyond the Child Care Quality funding. This RFP is not intended to cover 100% of the cost of training but can be used to subsidize a portion of the cost to providers.)
- U. Describe your plan for working with providers to maintain their credentials once received.
- V. List all associations, mentoring programs or support groups to which you will direct providers upon receipt of their credentials.
- W. The vendor shall submit reports to HCJFS for contract evaluation which show provider progress information. Documentation shall include the names and number of HCJFS home providers who have participated with the vendor or sub-contractor; in which of the training components or support service activities each provider participated; along with their progress and attendance information.
- X. Discuss how you will assist Head Start Enhancement providers with recruiting and maintaining age appropriate children.
- Y. Outline how you will work with former Head Start Enhancement providers to renew their partnerships.

Z. Reports (Monthly Progress):

All Bids must include a sample of the following forms:

Daily Training/Service/Attendance Forms – a sample of each of these forms will be used to record the following information which shall include at the minimum:

1. names of all participants who received any training or support service that month
2. dates of specific training or support service for each provider
3. detailed description of the type of training or support service each provider received
4. name(s) of the instructor or social worker who provided the training or support service that month.
5. forms used to record participant progress (action plan).
6. names of providers recruited who did not begin training activities
7. names of providers who have begun or ended any training activity
8. reason for ending a training activity (finished training, quit, asked to leave due to lack of performance/progress, etc)
9. names of providers who achieved credentials and name of that credential
10. name(s) of any organization working with a provider who has completed training in a mentoring capacity, including the name(s) of the provider for which service has been provided.
11. name(s) of any organizations to which any provider who has completed training has been referred, including the name(s) of the provider for which service has been provided.

## 2.2.2 System and Fiscal Administration Components

Please provide the following attached to the original proposal and all copies:

- A. Contact Information - Provide the address for the Vendor's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts – (if applicable) Submit a letter of intent from each subcontractor indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same contract standards as the Agency/Company.
- D. Agency's/Company Primary Business - State the organization's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- E. Table of Organization - Clearly distinguish projects, channels of communication and the relationship of the proposed provision of services to the total company.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.
- G. Job Descriptions - For all positions in the proposed project budget.
- H. Project Quality Documents - Attach documents which describe and support project quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent project quality.
- I. Organization's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.

Please provide the following attached only to the original proposal:

- J. Organization Ownership - Describe how the organization is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.
- K. Annual Report - A copy of Vendor's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to

the most recent independent annual audit report and the most recent Form 990. For a sole proprietor or for profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year end balance sheet and income statement. If no audited statements are available, Vendor must supply equivalent financial statements certified by Vendor to fairly and accurately reflect the Vendor's financial status. It is the responsibility of the Vendor to redact tax identification numbers from all documents prior to submission to HCJFS.

- L. Articles of Incorporation or Other Formation Documents - Articles of Incorporation or other applicable organization documentation.

### **2.3 Budgets and Cost Considerations**

- A. HCJFS anticipates services will begin no later than August 2008. Vendor must submit a Budget and a calculation of the Unit Rate for the initial contract term of one (1) year and the optional renewal one (1) year, Vendor understands this will be used to compensate Vendor for services provided. Budgets and Unit Rate must be submitted in the form provided as Attachment C. For renewal years, any increases in Unit Rate will be at the sole discretion of HCJFS, subject to funding availability and contract performance, and will be limited to no more than 3% of the Unit Rate of the prior term. HCJFS does not guarantee that the Unit Rate will be increased from one contract term to the next. Nothing in the RFP shall be construed to be a guarantee of any Unit Rate increase.
  
- B. Vendor must warrant and represent the Budget is based upon current financial information and projects, and includes all costs relating to but not limited by the following:
  - 1. Insurance;
  - 2. Location; and
  - 3. Other direct services (e.g. translation/interpreter, mileage).

All revenue sources available to Vendor to serve children identified in the Scope of Work shall be listed in the Budget, and utilized, where permissible, to reduce the Unit Rate. All costs must be specified for the various parts of the project.

Cost must be broken down by type of work as well as classifications for staff, i.e. senior project manager vs. lower level position.

The Unit Rate for services proposed for each contract year must be listed on the Cover Sheet, Attachment A.

- C. Vendor must submit a detailed narrative which demonstrates how costs are related to the service(s) presented in the proposal.
- D. Vendor must take note that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Vendor is a for-profit organization.
- E. Vendor will be supplied with temporary HCJFS contractor badges. Loss of these badges or vendor’s failure to return badges within 10 (ten) days of contract termination or vendor termination will result in a \$10.00 (ten dollar) charge for each badge. Vendor should detail this possible expense in budget.
- F. For the purposes of this RFP, “unallowable” project costs include:
  - 1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
  - 2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
  - 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
  - 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or project;
  - 5. entertainment costs for amusements, social activities and related costs for staff only;
  - 6. costs of alcoholic beverages;
  - 7. goods or services for personal use;
  - 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
  - 9. gains and losses on disposition or impairment of depreciable or capital assets;
  - 10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;



11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 5101:2-47-25(n);
12. losses on other contracts';
13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
14. costs related to legal and other proceedings;
15. goodwill;
16. asset valuations resulting from business combinations;
17. legislative lobbying costs;
18. cost of organized fund raising;
19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
23. major losses incurred through the lack of available insurance coverage; and
24. cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

If there is a dispute regarding whether a certain item of cost is allowable, HCJFS' decision is final.

## **2.4 Customer References**

Vendor must submit at least three (3) letters of reference for whom services were provided similar in nature and functionality to those requested by HCJFS. Reference letters from HCJFS or HCJFS employees will not be accepted. Each reference must include at a minimum:

- A. Company name;
- B. Address;

- C. Phone number;
- D. Fax number;
- E. Contact person;
- F. Nature of relationship and service performed; and,
- G. Time period during which services were performed.

If Vendor is unable to submit at least three (3) letters of reference, Vendor must submit a detailed explanation as to why.

## **2.5 Personnel Qualifications**

For key clinical and business personnel who will be working with the project, please submit resumes with the following:

- A. Proposed role;
- B. Industry certification(s), including any licenses or certifications and, if so, whether such licenses or certifications have been suspended or revoked at any time;
- C. Work history;
- D. Personal reference (company name, contact name and phone number, scope and duration of project) and;
- E. Submit as attachments, the verifiable credentials of agencies/individuals and their facilities, for those conducting trainings, including their current accreditation and/or certifications qualifying them to administer the trainings, the current resume and at least two references from other community agencies who have benefited from the trainings delivered by these agencies/individuals.

Vendor's project manager must have a minimum of three (3) years experience as a project manager with a similar project.

### 3.0 PROPOSAL GUIDELINES

The RFP, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current federal, state, and local laws and procedures.

#### 3.1 Project Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	April 23, 2008
RFP Conference	May 12, 2008
Deadline for Receiving Final RFP Questions	May 19, 2008
Deadline for Issuing Final RFP Answers	May 23, 2008
Deadline for Proposals Received by HCJFS Contact Person	June 23, 2008
Proposal Review Completed	July 3, 2008
Estimated Commencement of Contract	October, 2008

#### 3.2 HCJFS Contact Person

HCJFS Contact Person and mailing address for questions about the proposal process, technical issues, the Scope of Service, register for the RFP, or to send a request for a post-proposal meeting is:

**Beverly Donald**, Contract Services  
Hamilton County Department of Job and Family Services  
222 East Central Parkway, 3rd floor  
Cincinnati, Ohio 45202  
[donalb@jfs.hamilton-co.org](mailto:donalb@jfs.hamilton-co.org)  
Fax: (513) 946-2384

### **3.3 Registration for the RFP Process**

**EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS 11:00 a.m. EST on June 16, 2008.**

All interested Providers must complete Registration Form (see Attachment G) and fax or e-mail the HCJFS Contact Person to register, leaving their name, company name, email address, fax number and phone number. The HCJFS Contact Person's fax number is (513) 946-2384, and their e-mail address is donalb@jfs.hamilton-co.org.

### **3.4 RFP Conference**

All registered Providers may also submit written questions regarding the RFP or the RFP Process. All communications being mailed, faxed or e-mailed are to be sent only to the HCJFS Contact Person listed in Section 3.2.

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contract Person. The questions and answers will be distributed at the RFP Conference and by e-mail to Providers who have registered for the RFP Process but are unable to attend the RFP Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the HCJFS Contact Person.
- C. No questions will be accepted after **May 19, 2008**. The final responses will be faxed or e-mailed on **May 23, 2008** by the close of business.
- D. Only Providers who register for the RFP Process will receive copies of questions and answers.
- E. The answers issued in response to such Provider questions become part of the RFP.

The RFP Conference will take place at **Hamilton County Job and Family Services, 222 East Central Parkway, Cincinnati, Ohio 45202, 6th Floor, Room 6SE601, on May 12, 2008 at 9:30 a.m. EST.**

### **3.5 Prohibited Contacts**

The integrity of the RFP process is very important to HCJFS in the administration of our business affairs, in our responsibility to the residents of Hamilton County, and to the Providers who participate in the process in good faith. Behavior by Providers which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Provider nor their representatives should communicate with individuals associated with this program during the RFP process. If the Provider attempts any unauthorized communication, HCJFS will reject the Provider's proposal.

Individuals associated with this program include, but are not limited to the following:

- A. Public officials; including but not limited to the Hamilton County Commissioners;  
and
- B. Any HCJFS employees, except for the HCJFS Contact Person.

Examples of unauthorized communications are:

- A. Telephone calls;
- B. Prior to the award being made, telephone calls, letters and faxes regarding the program or its evaluation made to anyone other than the HCJFS Contact Person as listed in Section 3.2;
- C. Visits in person or through a third party attempting to obtain information regarding the RFP; and
- D. E-mail except to the HCJFS Contact Person, as listed in Section 3.2.

### **3.6 Vendor Disclosures**

Vendor must disclose any pending or threatened court actions and claims brought by or against the Vendor, its parent company or its subsidiaries. This information will not necessarily be cause for rejection of the proposal; however, withholding the information may be cause for rejection of the proposal.

### **3.7 Vendor Examination of the RFP**

Vendors shall carefully examine the entire RFP and any addendum thereto, all related materials and data referenced in the RFP or otherwise available and shall become fully aware of the nature of the request and the conditions to be encountered in performing the requested services. Please review all requirements and the proposal to ensure accuracy.

If Vendors discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the HCJFS Contact Person of such error in writing and request clarification or modification of the document. Modifications shall be made by addendum issued pursuant to Section 3.7, Addendum to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP Conference, Section 3.3, without divulging the source of the request for same.

If a Vendor fails to notify HCJFS prior to **May 22, 2008** of an error in the RFP known to the Vendor, or of an error which reasonably should have been known to the Vendor, the Vendor shall submit its proposal at the Vendor's own risk. If awarded the contract, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **3.8 Addendum to RFP**

HCJFS may modify this RFP no later than **May 27, 2008** by issuance of one or more addendum to all parties who registered for the RFP Conference, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Vendors who registered for the RFP Conference will be notified and will receive the addendum via fax or e-mail. In the unlikely event emergency addendum by telephone are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those Vendors who registered for the RFP Conference. All addendums to the RFP will be posted to <http://www.hcjfs.hamilton-co.org> and <http://www.RFPDepot.com>

### **3.9 Availability of Funds**

This project is conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for payment of the proposed services. If, during any stage of this RFP process, funds are not allocated and available for the proposed services, the RFP process will be canceled. HCJFS will notify Vendor at the earliest possible time if this

occurs. HCJFS is under no obligation to compensate Vendor for any expenses incurred as a result of the RFP process.

## **4.0 Submission of Proposal**

Vendor must certify the proposal and pricing will remain in effect for 180 days after the proposal submission date.

### **4.1 Preparation of Proposal**

Proposals must provide a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the RFP. Expensive binding, colored displays, promotional materials, etc. are not necessary. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of content. The proposal must include all costs relating to the services offered.

Hamilton County may entertain alternative proposals submitted by Vendor which may contain responses that differ from the specifications contained in this RFP. All alternative proposals must conform to the RFP instructions and outcomes.

Hamilton County is a governmental agency required to comply with the Ohio Public Records Act as set forth in ORC 149.43. In the event Vendor provides Hamilton County with any material or information which Vendor deems to be subject to exemption under the Ohio Public Records Act, Vendor shall clearly identify and mark such documents accordingly before submitting them to Hamilton County. If Hamilton County is requested by a third party to disclose those documents which are identified and marked as exempt for disclosure under Ohio law, Hamilton County will notify Vendor of that fact. Vendor shall promptly notify Hamilton County, in writing, that either a) Hamilton County is permitted to release these documents, or b) Vendor intends to take immediate legal action to prevent its release to a third party. A failure of Vendor to respond within five (5) business days shall be deemed permission for Hamilton County to release such documents.

### **4.2 Cost of Developing Proposal**

The cost of developing proposals is entirely the responsibility of the Vendor and shall not be chargeable to HCJFS under any circumstances. All materials submitted in response to the RFP will become the property of HCJFS and may be returned only at HCJFS' option and at Vendor's expense.



### **4.3 False or Misleading Statements**

If, in the opinion of HCJFS, such information was intended to mislead HCJFS, in its evaluation of the proposal, the proposal will be rejected.

### **4.4 Delivery of Proposals**

One (1) signed original proposal and ten (10) duplicates of the proposal must be received by the HCJFS Contact Person at the address listed in Section 3.2, HCJFS Contact Person, no later than ***11:00 a.m. EST on June 23, 2008. Proposals received after this date and time will not be considered.*** If Vendor is not submitting the proposal in person, Vendor should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the HCJFS Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

**It is absolutely essential that Vendors carefully review all elements in their final proposals. Once received, proposals cannot be altered; however, HCJFS reserves the right to request additional information for clarification purposes only.**

### **4.5 Acceptance and Rejection of Proposals**

HCJFS reserves the right to:

- A. award a contract for one or more of the proposed services;
- B. award a contract for the entire list of proposed services;
- C. reject any proposal, or any part thereof; and
- D. waive any informality in the proposals.

The recommendation of HCJFS staff and the decision by the HCJFS Director shall be final. Waiver of an immaterial defect in the proposal shall in no way modify the RFP documents or excuse the Vendor from full compliance with its specifications if Vendor is awarded the contract.

## **4.6 Evaluation and Award of Agreement**

The review process shall be conducted in four stages. Although it is hoped and expected that a Vendor will be selected as a result of this process, HCJFS reserves the right to discontinue the procurement process at any time.

### **Stage 1. Preliminary Review**

A preliminary review of all proposals submitted by **11:00 a.m. EST on June 23, 2008** to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP.

Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.

Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than **11:00 a.m. EST on June 23, 2008** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- B. Signed and Completed Cover Sheet, Section 2.1;
- C. Responses to Project Components, Section 2.2.1;
- D. Responses to System and Fiscal Administration Components, Section 2.2.2;
- E. Completed Budgets, Section 2.3;
- F. Customer References, Section 2.4; and
- G. Personnel Qualifications, Section 2.5.
- H. Registry for RFP

### **Stage 2. Evaluation Committee Review**

All Qualified proposals shall be reviewed, evaluated, and rated by the Review Committee. Review Committee shall be comprised of HCJFS staff and other individuals designated by HCJFS. Review Committee shall evaluate each Vendor's proposal using criteria developed by HCJFS. Ratings will be compiled using a Review Committee Rating Sheet. Responses to each question will be evaluated and ranked using the following scale:

Does Not Meet Requirement	A particular RFP requirement was not addressed in the vendor's proposal.
Partially Meets Requirement	Vendor proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level.
Meets Requirement	Vendor's proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation.
Exceeds Requirement	Vendor's proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of HCJFS expectations.

### **Stage 3 Other Materials**

Review Committee members will determine what other information is required to complete the review process. All information obtained during Stage 3 will be evaluated using the scale set forth in Stage 2 Review. Review Committee may request information from sources other than the written proposal to evaluate Vendor's projects or clarify Vendor's proposal. Other sources of information, may include, but are not limited to, the following:

- A. Written responses from Vendor to clarify questions posed by Review Committee. Such information requests by Review Committee and Vendor's responses must always be in writing;
- B. Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of HCJFS' interests or concerns are adequately addressed. The primary presentation must include Vendor's key project personnel. HCJFS reserves the right to video tape the presentations.

### **Stage 4 Evaluation**

Final scoring for each proposal will be calculated. For this RFP, the evaluation percentages assigned to each section are:

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 45% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 15% of the total evaluation score.

- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 30% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered is worth 10% of the total evaluation score.

If HCJFS determines that is not necessary to conduct a Stage 3 review, the evaluation percentages assigned to each section are:

- A. Project Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 20% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 20% of the total evaluation score.

## **4.7 Proposal Selection**

Proposal selection does not guarantee a contract for services will be awarded. The selection process includes:

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Agreement. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS will select Vendor(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the project, with price and other factors considered.
- C. HCJFS will work with selected Vendor to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Vendor.
- D. If HCJFS and selected Vendor are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts. The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.

- E. If HCJFS and successful bidder are unable to come to terms regarding the Agreement, in a timely manner as determined by HCJFS, HCJFS will terminate the Agreement discussions with Vendor. In such event, HCJFS reserves the right to select another Vendor from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

#### **4.8 Post-Proposal Meeting**

The post-proposal meeting process may be utilized only by Qualified Vendors passing the preliminary Stage 1 Review, who wish to obtain clarifying information regarding their non-selection. If a Vendor wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and received by HCJFS within fourteen (14) business days after the date of notification of the decision. All requests must be signed by an individual authorized to represent the Vendor and be addressed to the HCJFS Contact Person at the address listed in Section 3.2. Certified or registered mail must be used unless the request is delivered in person, in which case the Vendor should obtain a delivery receipt. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a Vendor's non-selection.

## **5.0 Terms and Conditions**

The contents of this RFP and the commitments set forth in the selected proposals shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Vendors.

### **5.1 Type of Contract**

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract shall incorporate the terms, conditions and requirements of the RFP, the Vendor's proposal, and any other mutually agreed upon terms.

### **5.2 Order of Precedence**

The successful Vendor's proposal, this RFP, and other applicable addendum will become part of the final contract. This RFP and all attachments are intended to supplement and complement each other and shall where permissible be so interpreted. However, if any provision of this RFP or the attachments conflict, this RFP takes precedence.

### **5.3 Contract Period, Funding & Invoicing**

A contract will be written for the initial term of one (1) year and an optional renewal period for one (1) year. Contract renewal and any proposed renewal year rate increase (up to 3% subject to Section 2.3) will be initiated at the sole discretion of HCJFS, subject to funding availability and Provider contract performance. Contract payment is based on Unit Rates for authorized services already provided. Invoices are due by the 15<sup>th</sup> day of the following month of service. HCJFS will use its best efforts to make payment within 30 days of receipt of timely and accurate invoices and required documentation. HCJFS will not make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than 90 calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there will be no extension of the time limitations.

**See Attachment B for a sample Vendor Contract for minimum contractual requirements of all HCJFS Vendors. HCJFS reserves the right to add or delete**

**contract language to meet project needs.**

## **5.4 Confidential Information**

HCJFS is required to maintain the confidentiality of consumer information. The sharing of consumer information with HCJFS business partners and service vendors is governed by numerous laws, regulations, policies and procedures. The governing requirements were developed to ensure that confidentiality is maintained and that appropriate security procedures are implemented and followed to address the exchange of information. Any Vendor engaging in any service for HCJFS will be required to hold confidential consumer information.

As a means of ensuring the confidentiality of consumer information, all data exchanged by e-mail that is outside of the HCJFS e-mail network will be transmitted as an attached WORD or Excel document that has been encrypted and password protected. The sender and receiver of confidential consumer information are required to initiate the use of new passwords on the first day of each quarter. The passwords will be established by HCJFS and given to the selected vendor(s). Non-encrypted information must be sent to HCJFS via fax, in person, or regular or certified mail on a disk or flash drive.

## **5.5 Insurance**

Vendor agrees to procure and maintain for the duration of any contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with Vendor's products or services as described in the contract; auto liability; professional liability (errors and omissions) and umbrella/excess insurance. Further, Vendor agrees to procure and maintain for the duration of any contract Workers' Compensation. The cost of all insurance shall be borne by Vendor. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A; VII. Vendor shall purchase the following coverage and minimum limits;

Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

- Additional insured endorsement;
- Product liability;
- Blanket contractual liability;
- Broad form property damage;
- Severability of interests;
- Personal injury; and
- Joint venture as named insured (if applicable).

Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. The Vendor agrees the business auto liability policy will be endorsed to provide this coverage.

Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:

- Additional insured endorsement;
- Pay on behalf of wording;
- Concurrency of effective dates with primary;
- Blanket contractual liability;
- Punitive damages coverage (where not prohibited by law);
- Aggregates: apply where applicable in primary;
- Care, custody and control – follow form primary; and
- Drop down feature.



Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.

The Vendor further agrees with the following provisions:

The insurance endorsement form and the certificate of insurance form will be sent to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3<sup>rd</sup> floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners of Hamilton, County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."

Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days' prior written notice given to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3<sup>rd</sup> floor, 222 East Central Parkway, Cincinnati, Ohio 45202.

Vendor shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Vendor shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Vendor shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.

If Vendor provides insurance coverage under a "claims-made" basis, Vendor shall provide

evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Vendor was under Contract with the County on behalf of HCJFS.

Vendor will require all insurance policies in any way related to the work and secured and maintained by Vendor to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. Vendor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

Vendor, the County, and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance project administration, claim reporting and investigating and audit procedures.

Vendor's insurance coverage shall be primary insurance with respect to the County, HCJFS, their officials, and their respective employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be in excess of Vendor's insurance and shall not contribute to it.

Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Contract.

If any of the work or services contemplated by this Contract is subcontracted, Vendor will ensure that any and all subcontractors comply with all insurance requirements contained herein.

## **5.6 Declaration of Property Tax Delinquency**

As part of the submitted proposal, Vendor will include a notarized Declaration of Property Tax Delinquency form, Attachment D, which states the Vendor was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Vendor was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicates any delinquent taxes, a copy of the notarized form will be transmitted to the county treasurer within thirty (30) days of the date it is submitted. A copy of the notarized form shall also be incorporated into the contract, and no payment shall be made with respect to the contract, unless the notarized form has been incorporated.

## **5.7 Campaign Contribution Declaration**

As part of the submitted proposal, Vendor will include the applicable notarized Affidavit in Compliance with ORC 3517.13 (Campaign Contribution Declaration – Amended Substitute House Bill 694 (“HB 694”)), Attachment F. HB694 limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or awarded public contracts. HB 694 and The Ohio Legislative Service Commission’s Final Analysis of the Bill can be found on the HCJFS public website located at <http://www.hcjfs.hamilton-co.org/>, under the Community Vendors information tab.

All individuals or entities interested in contracting with Hamilton County, Ohio are required by HB 694 to complete the applicable affidavit certifying compliance with contribution limits set forth by the Bill. All current and potential vendors should closely review HB 694 or risk loss of their opportunity to obtain or retain Hamilton County contracts. Please seek guidance from your legal counsel if you have questions pertaining to HB 694 as we are unable to provide individual legal advice. A purchase order for services rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.

## **5.8 Terrorist Declaration**

In accordance with ORC 2909.32(A)(2)(b), Vendor agrees to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, Attachment G.

Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is a felony of the fifth degree. A purchase order for services rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.

**ATTACHMENT A  
PROPOSAL COVER SHEET FOR  
Type B Professional Providers Network Services  
Bid No: RFP 08-003**

Name of Provider serving as Fiscal

Agent: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative \_\_\_\_\_  
*(Please Print or type)*

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Contact person(s) authorized to negotiate with the:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
*(Please Print)*

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

<b>Total Cost for Initial Term of 12 Months 8/2008 – 7/2009</b>	<b>Total Cost for Renewal Year of 12 months 7/2009 – 8/2010</b>
\$ _____	\$ _____

\_\_\_\_\_  
Signature - Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES  
PURCHASE CONTRACT**

This Contract is entered into on \_\_\_\_\_ by and between the Board of County Commissioners, Hamilton County, Ohio (Hereinafter "County") on behalf of the Hamilton County Department of Job and Family Services (Hereinafter "HCJFS") and Name of Company or Agency, (Hereinafter "Vendor") doing business as enter only if different name, with an office at Name and Street address, Cincinnati, Ohio, 45202, whose telephone number is (513) xxx-xxxx, for the purchase of Type B Professional Providers Network Services.

**1. TERM**

The Contract term shall commence on the date which this Contract is executed by the Board of County Commissioners, Hamilton County, Ohio and shall expire twelve months after execution date unless otherwise terminated or extended by formal agreement.

The total amount of the Contract shall not exceed (\$000,000.00) over the life of this Contract.

In addition to the terms set forth above, this Contract may be renewed for one (1) additional one (1) year terms at the prices set forth below (or in Vendor's proposal) unless the County gives the Vendor written notice at least ninety (90) days prior to the expiration of the term then in effect, of its intention not to renew.

**2. SCOPE OF SERVICE**

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein), the Vendor agrees to perform the Type B Professional Providers Network Services to improve the quality of child care services for our customers by enhancing our Professional Type B Home provider's child care education and training; and make available opportunities for our providers to acquire specific

credentials and accreditations unique to the Child Care profession, thereby increasing their earning potential and ensuring the success of their child care businesses as described in exhibit(s) I & II.

Vendor shall provide (Name of Service Component) and shall be responsible for the following:

### 3. ORDER OF PRECEDENCE

This Contract and all exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Contract irreconcilably conflicts with an exhibit, this Contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

- A. Exhibit I – The Request for Proposal
- B. Exhibit II – Vendor’s Proposal

### 4. BILLING AND PAYMENT

- A. Rates of Payment – County agrees to compensate the Vendor in the amount of \$00.00 per \_\_\_\_ for the services performed by the Vendor.
- B. Billing and Payment - Original invoices, signed by the Vendor, will be sent each month to **Child Care, Hamilton County Dept. of Job and Family Services, Location, Cincinnati, Ohio 45202**, within thirty (30) days of the end of the service month. Vendor shall make all reasonable efforts to include all service provided during the service month on the invoice. Under no circumstances will HCJFS make payment for any services invoiced after three (3) months after the end of the service month. County will use its best efforts to make payment within thirty (30) days after receipt of the invoice, for all invoices received in accordance with the terms of this Contract.
- C. Vendor will indicate purchase order number and vendor number on all invoices submitted for payment.
- D. The Vendor warrants that claims made to HCJFS for payment for services provided shall be for actual services rendered and do not duplicate claims made by the Vendor to other sources of public funds for the same service.

## **5. AVAILABILITY AND RETENTION OF RECORDS**

Vendor agrees that all records, documents, writing or other information, including, but not limited to, financial records, census records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Vendor under this Contract, and all records, documents, writings or other information, including, but not limited to financial, census and client records used by Vendor in the performance of this Contract are treated according to the following terms:

- A. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Vendor, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by the Vendor for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, the Vendor shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Vendor agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS. Vendor further agrees to maintain the confidentiality of all clients and families served. No information on clients served will be released for research or other publication without the express written consent of the HCJFS Director.
- C. Vendor agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Vendor agrees that each financial transaction shall be fully supported by appropriate documentation. Vendor further agrees that such documentation shall be available for examination.

## **6. NON-EXCLUSIVE**

This is a non exclusive Contract, and HCJFS may purchase the same or similar item(s) from other Vendors at any time during the term of this Contract.



## **7. CONFLICT OF INTEREST**

This Contract in no way precludes, prevents, or restricts the Vendor from obtaining and working under an additional contractual arrangement(s) with other parties aside from HCJFS, assuming that the contractual work in no way impedes the Vendor's ability to perform the services required under this Contract. The Vendor warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any Contract that will impede its ability to perform the services under this Contract.

The Vendor further agrees that there is no financial interest involved on the part of any HCJFS officers, Board of County Commissioners or employees of the county involved in the development of the specifications or the negotiation of this Contract. The Vendor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a HCJFS employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract. The Vendor will report the discovery of any potential conflict of interest to HCJFS. Should a conflict of interest be discovered during the term of this Contract, HCJFS may exercise any right under the Contract including termination of this Contract.

Vendor further agrees to comply with Ohio ethics laws as listed in the Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101. By signing this Contract, Vendor certifies to be in compliance with these provisions.

## **8. ASSIGNMENT AND SUBCONTRACTING**

The parties expressly agree that this Contract shall not be assigned by the Vendor without the prior written approval of HCJFS. The Vendor may not subcontract any of the services agreed to in this Contract without the express written consent of the HCJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Vendor agrees it will remain primarily liable for the provision of all deliverables under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract are being met. HCJFS acknowledges and agrees that the following subcontractors may perform services in relation to this Contract:

A.

B.

Notwithstanding any other provisions of this Contract that would afford Vendor an opportunity to cure a breach, Vendor agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS' prior written consent, is grounds for HCJFS to terminate this Contract with one (1) day written notice. Vendor must notify HCJFS within one (1) business day when Vendor knows or should have known that the subcontractor is out of compliance or unable to meet Contract or licensing requirements. Should this occur, Vendor will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's contract with Vendor is terminated. Vendor shall provide HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Vendor shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Vendor is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

## **9. GOVERNING LAW**

This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

## **10. INTEGRATION AND MODIFICATION**

This instrument, including Exhibits I & II, embodies the entire Contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Contract. This Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

The Vendor acknowledges and agrees that only staff from the Contract Services Section of HCJFS may initiate contract changes with the approval of the County.

In no event will an oral contract with HCJFS be recognized as a legal and binding change to the Contract.

## **11. SEVERABILITY**

If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the

remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

## **12. TERMINATION**

### **A. Termination for Convenience**

#### **1. By HCJFS:**

This Contract may be terminated by HCJFS upon notice, in writing, delivered upon the Vendor ninety (90) calendar days prior to the effective date of terminations.

#### **2. By Vendor:**

This Contract may be terminated by Vendor upon notice, in writing, delivered upon HCJFS one hundred twenty (120) calendar days prior to the effective date of termination.

### **B. Termination for Cause by HCJFS**

If Vendor fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Vendor otherwise materially breaches this Contract, HCJFS may consider Vendor in default. HCJFS agrees to give Vendor thirty (30) days written notice specifying the nature of the default. Vendor shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to HCJFS to cure such default. HCJFS is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Vendor fails to submit such plan or HCJFS disapproves such plan, HCJFS has the option to immediately terminate this Contract upon written notice to Vendor.

If Vendor fails to cure the default in accordance with an approved plan, then HCJFS may terminate this Contract at the end of the (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the County or HCJFS may have under this Contract.

For purposes of the Contract, material breach shall mean an act or omission

that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A material breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.

Notwithstanding the above, in cases of substantiated allegations of: i) improper or inappropriate activities, ii) loss of required licenses iii) actions, inactions or behaviors that may result in harm, injury or neglect or a Consumer, iv) unethical business practices or procedures; and v) any other event that HCJFS deems harmful to the well being of a Consumer; HCJFS may immediately terminate this Contract upon delivery of a written notice of termination to Vendor.

#### C. Effect of Termination

1. Upon any termination of this Contract, Vendor shall be compensated for (i) any outstanding invoices that have been issued in accordance with this Contract; and (ii) services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Vendor.
2. Vendor, upon receipt of notice of termination, shall take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.
3. Vendor shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Vendor. HCJFS may withhold any compensation to Vendor for the purpose of off-set until such time as the amount of damages due HCJFS from Vendor is agreed upon or otherwise determined.

### **13.COMPLIANCE**

Vendor certifies that Vendor and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal laws and regulations, applicable Code of Federal Regulations cites including, but not limited to 2CFR Part 215 (OMB A-110), 2CFR Part 225 (OMB A-87), 2CFR Part 230 (OMB A-122), and 2CFR Part 220 (OMB A-21), state statutes and Ohio Administrative Code rules in the conduct of work hereunder. The Vendor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Vendor's employees.

### **14.NON-DISCRIMINATION IN EMPLOYMENT**

Vendor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and Ohio Civil Rights Law.

During the performance of this Contract, Vendor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Vendor will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Vendor complies with all applicable federal and state non-discrimination laws.

Vendor, or any person claiming through the Vendor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Contract, or in reference to any contractors or subcontractors of said Vendor.

## **15. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES**

Vendor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated there under. Vendor further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any HCJFS consumer in its performance of this Contract on the basis of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

Vendor further agrees to comply with OAC 5101:9-02-01 and OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Vendor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, individuals shall not be required to pay for such assistance.

## **16. VENDOR SOLICITATION OF HCJFS EMPLOYEES**

Vendor warrants that for one (1) calendar year from the beginning date of this Contract with HCJFS, Vendor will not solicit HCJFS employees to work for Vendor.

## **17. RELATIONSHIP**

Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with the Vendor in the conduct of the provisions of this Contract. The Vendor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on HCJFS or the County.

## **18. DISCLOSURE**

The Vendor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Vendor has with a county employee, employee's business, or any business relationship or financial interest that a county employee has with the Vendor or in the Vendor's business.

## **19. WAIVER**

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.

## **20. NO ADDITIONAL WAIVER**

If HCJFS or Vendor fails to perform any obligations under this Contract and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

## **21. CONFIDENTIALITY**

The Vendor agrees to comply with all federal and state laws applicable to HCJFS and/or consumers of HCJFS concerning the confidentiality of HCJFS consumers. The Vendor understands that any access to the identities of any HCJFS consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. The Vendor agrees that the use or disclosure of information concerning HCJFS consumers for any purpose not directly related to the administration of this Contract is prohibited.

## **22. AUDIT RESPONSIBILITY**

The Vendor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Contract.

Audits will be conducted using the “sampling” method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include, but are not limited to, months, expenses, total units and billable units. If errors are found, the error rate of the sample period will be applied to the entire audit period.

The Vendor agrees to repay the HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. The Vendor recognizes and agrees that HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract

if evidence exists of less than full compliance with this Contract. When an overpayment is identified and the overpayment cannot be repaid in one month, at the option of HCJFS, Vendor may be asked to sign a REPAYMENT OF FUNDS AGREEMENT (the "Repayment Agreement"). If payments are not made according to the Repayment Agreement, future checks may be held until the Repayment Agreement is current. Checks held more than sixty (60) days will be cancelled and will not be reissued. HCJFS also reserves the right to not increase the rate(s) of payment or the overall Contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding.

HCJFS may allow a change in the terms of the Repayment Agreement. Any change will require a formal amendment to the Repayment Agreement, which will be signed by all parties. An amendment to the Repayment Agreement may also be processed if any additional charges or issues develop or need to be addressed.

To the extent applicable, Vendor will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. Vendor should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

### **23. WARRANTY**

The Vendor warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards.

### **24. AVAILABILITY OF FUNDS**

This Contract is conditioned upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this Contract. If funds are not allocated and available for the continuance of the function performed by the Vendor hereunder, the products or services directly involved in the performance of that function may be terminated by HCJFS at the end of the period for which funds are available. HCJFS will notify the Vendor at the earliest possible time of any products or services that will or may be affected by a shortage of funds. No penalty shall accrue to HCJFS in the event this provision is exercised, and



HCJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

## **25. FORCE MAJEURE**

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that Vendor shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect HCJFS' property or employees which are necessary to Vendor's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightening; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

Vendor shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control that prevents Vendor from carrying out its obligations contained herein.

## **26. LEGAL ACTION**

Any legal action brought pursuant to the Contract will be filed in the courts located in Hamilton County, Ohio and Ohio law will apply.

## **27. PUBLIC RECORDS**

This Contract is a matter of public record under the laws of the State of Ohio. Vendor agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, HCJFS shall make available the Contract and all public records generated as a result of this Contract. By entering into this Contract, Vendor acknowledges and understands that records maintained by Vendor pursuant to this Contract may be deemed public record and subject to disclosure under Ohio law. Vendor shall comply with the Ohio public records law.

## **28. DRUG-FREE WORKPLACE**

Vendor certifies and affirms that Vendor will comply with all applicable state and federal laws regarding a drug-free workplace. Vendor will make a good faith effort to ensure that all employees performing duties or responsibilities under this

Contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

## **29. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS**

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, Vendor agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works Program. Vendor also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to HCJFS consumers.

## **30. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH**

Although information about and generated under this Contract may fall within the public domain, Vendor will not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic means without prior approval from the HCJFS Communications Director, unless Vendor is required to release requested information by law. HCJFS reserves the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Vendor's performance under the Contract. Except where HCJFS approval has been granted in advance, the Vendor will not seek to publicize and will not respond to unsolicited media queries requesting announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents HCJFS may provide to Vendor to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities. If contacted by the media about this Contract, Vendor agrees to notify the HCJFS Communications Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Vendor from using Contract information and results to market to specific clients or prospects.

### **31. AMENDMENTS**

This writing constitutes the entire agreement between Vendor and HCJFS with respect to all matters herein. This Contract may be amended only in writing and signed by Vendor and HCJFS.

### **32. INSURANCE**

The Vendor agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Vendor's products or services as described in this Contract; auto liability; professional liability (errors and omissions) and umbrella / excess insurance. Further, Vendor agrees to procure and maintain for the duration of this Contract Workers' Compensation Insurance. The cost of all insurance shall be borne by the Vendor. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A. M. Best rating of no less than A:VII. Vendor shall purchase the following coverage and minimum limits:

- A. Commercial General Liability insurance policy with coverage contained in Insurance Services Office Occurrence Form CG 00 01 10 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
  - 1. Additional insured endorsement;
  - 2. Product liability;
  - 3. Blanket contractual liability;
  - 4. Broad form property damage;
  - 5. Severability of interests;
  - 6. Personal injury; and
  - 7. Joint venture as named insured (if applicable).
  
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. The Vendor agrees the Business Auto Liability policy will be endorsed to provide this coverage.
  
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:

1. Additional insured endorsement;
2. Pay on behalf of wording;
3. Concurrency of effective dates with primary;
4. Blanket contractual liability;
5. Punitive damages coverage (where not prohibited by law);
6. Aggregates: apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature

E. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code

F. The Vendor further agrees with the following provisions:

1. The insurance endorsement form and the certificate of insurance form will be sent to:

Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3<sup>rd</sup> Floor, 222 East Central Parkway, Cincinnati, Ohio 45202.

- a. The endorsement form and the certificate of insurance shall state the following: "Board of County Commissioners of Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."
2. Each policy required by this clause shall be endorsed to state that coverage shall not be cancelled or materially changed except after thirty (30) days' prior written notice given to: Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3<sup>rd</sup> Floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
3. Vendor shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting

coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

4. Vendor shall declare any self-insured retention to Hamilton County pertaining to liability insurance. The Vendor shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
5. If the Vendor provides insurance coverage under a “claims-made” basis, the Vendor shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy’s retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claims-made policy issued for a similar coverage while the Vendor was under Contract with the County and HCJFS.
6. The Vendor will require all insurance policies in any way related to the work and secured and maintained by the Vendor to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. The Vendor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
7. The Vendor, the County and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.
8. The Vendor’s insurance coverage shall be primary insurance with respect to the County, HCJFS, and their respective officials, employees, agents and volunteers. Any insurance maintained by the County or HCJFS shall be in excess of the Vendor’s insurance and shall not contribute to it.
9. Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material

breach of the Contract.

10. If any or all of the work or services contemplated by this Contract is subcontracted, the Vendor will ensure that any and all subcontractors comply with all insurance requirements contained therein.

### **33. INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by and in compliance with applicable law, Vendor agrees to protect, defend, indemnify and hold harmless the County and HCJFS and their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation's (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, performance of the terms of this Contract including, without limitation, by Vendor, its subcontractor(s), Vendor's or its subcontractor's (s') employees and agents, assigns, and those designated by Vendor to perform the work or services encompassed by the Contract. Vendor agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

### **34. LOBBYING**

Vendor warrants that during the life of this Contract, Vendor has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor further warrants that Vendor will disclose any lobbying with any non-Federal funds that takes place in connection in obtaining any Federal award. Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of this Contract. If Vendor fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate the Contract.

### **35. PROPERTY OF HAMILTON COUNTY**

Any Deliverable provided or produced by Vendor under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of HCJFS which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Vendor will not obtain copyright, patent, or other proprietary protection for the Deliverables. Vendor will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for HCJFS and Vendor to use such copyrighted matter in the manner provided herein. Vendor agrees that all Deliverables will be made freely available to the general public unless HCJFS determines that, pursuant to state or federal law; such materials are confidential or otherwise exempted from disclosure.

The Deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed the sole author of the Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are deemed not to be a "work made for hire," or if there are any rights in the Deliverable(s) not so conveyed to HCJFS, then Vendor agrees to and by executing this Agreement hereby does assign to HCJFS all worldwide rights, title, and interest in and to the Deliverables. HCJFS acknowledges that its sole ownership of the Deliverable(s) under this Agreement does not affect Vendor's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Vendor prior to or as a result of this Contract or that are generally known and available.

### **36. DEBARMENT AND SUSPENSION**

HCJFS may not contract with Vendors on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs: (hereinafter known as List) in accordance with Executive Order 12549 and 12689. By signing this Contract, Vendor warrants that Vendor is excluded from the List and will immediately notify HCJFS if Vendor is added to the List at any time during the life of this Contract. Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of this Contract. If Vendor fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate the Contract.

### **37. FAITH BASED ORGANIZATIONS**

If Vendor is a faith based organization, Vendor agrees that it will perform the duties under this Contract in compliance with section 104 of the Personal

Responsibility and Work Opportunity Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religious belief, or refusal to participate in a religious activity.

No funds provided under this Contract will be used to promote the religious character and activities of the Vendor. If any participant objects to the religious character of the organization, the Vendor will immediately refer the individual to HCJFS for an alternate Vendor.

### **38. CHILD SUPPORT**

Vendor agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Vendor or the employees of Vendor meets child support obligations established under state or federal law. Further, by executing this Contract Vendor certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.

### **39. DEBT CHECK PROVISION**

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor of State. Vendor further warrants that Vendor shall notify HCJFS within one (1) business day should a finding for recovery occur during the Contract term.

### **40. DEFAULT BY VENDOR**

In the event of a Material Breach of this Contract by Vendor, HCJFS may terminate this Contract, upon thirty (30) day prior written notice to Vendor specifying the nature of the breach; provided that Vendor shall have the opportunity to cure such breach within the thirty (30) day notice period. HCJFS reserves the right to invoke immediate termination as defined in the TERMINATION clause.

Any extension of time to cure any breach given to Vendor by HCJFS shall be in



writing and will not operate to preclude the future exercise of any rights HCJFS may have under this Contract.

MATERIAL BREACH shall mean an act or omission by a party which violates or contravenes an obligation required of the party under this Contract and which, by itself or together with one or more other breach (es), has a substantial negative effect on, or thwarts, the purpose of this Contract.

Material Breach shall not include an act or omission which is merely a technical or immaterial variation from the form of the Contract, or which has a trivial or negligible effect on quality, quantity, or delivery of the goods or services to be provided under this Contract, to the extent that in the opinion on the non-breaching party such technical or non-material variation does not rise to the level of a Material Breach when viewed in light of the breaching party's overall conduct under this Contract

#### **41. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT**

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and environmental protection agency regulation (40 C.F.R. Part 30). Vendor understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and environmental protection agency regulation (40 C.F.R. Part 30) must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

#### **42. ENERGY POLICY AND CONSERVATION ACT**

Vendor agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

#### **43. CAMPAIGN CONTRIBUTION DECLARATION**

Vendor shall provide the applicable notarized Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code (Campaign Contribution Declaration – HB694). Amended Substitute House Bill 694 (“HB 694”) limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or has been awarded public contracts. Vendor further warrants Vendor shall notify HCJFS within one (1) business day should the status of the HB 694 change during the Contract term. HB 694 and The Ohio Legislative Service Commission’s Final Analysis of the Bill can be found on the Hamilton County Job & Family Service’s (HCJFS) public website located at <http://www.hcjfs.hamilton-co.org/>, under the Community Vendors information tab.

#### **44. MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

In accordance with ORC 2909.32(A)(2)(b), Vendor agrees to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, attached hereto and incorporated herein as Exhibit **nn**. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is considered a Material Breach of this Contract and a felony of the fifth degree.

Vendor further agrees it will complete a notarized Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization prior to the commencement of any renewal term. Vendor understands and agrees that payment will be withheld for any services rendered during such renewal term until this requirement has been met.

#### **45. CONTRACT CLOSEOUT**

At the discretion of HCJFS, a Contract Closeout may occur within 90 days after the completion of all contractual terms and conditions. The purpose of the Contract Closeout is to verify there are no outstanding claims or disputes and to ensure all required forms; reports and deliverables were submitted to and accepted by HCJFS in accordance with contract requirements.

**46. CONTRACT CONTACTS**

A. HCJFS Contacts

Vendor should contact the following HCJFS staff with questions:

Name	Phone #	Department	Responsibility
	946-	Contract Services	contract changes, contract language
	946-	Fiscal	billing & payment

B. Vendor Contacts

HCJFS should contact the following Vendor staff with any questions:

Name	Phone #	Department	Responsibility

The terms of this Contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

Board of County Commissioners,  
Hamilton County, Ohio

(Complete Vendor Name)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_  
(Print)

Title \_\_\_\_\_  
(Print)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Recommended By:

\_\_\_\_\_

Date: \_\_\_\_\_

Moira Weir, Director  
Hamilton County Department of Job & Family Services  
Hamilton County, Ohio

Approved as to form:

By: \_\_\_\_\_  
Assistant Prosecuting Attorney  
Hamilton County, Ohio

Prepared By \_\_\_\_\_  
Date \_\_\_\_\_  
Checked By \_\_\_\_\_  
Approved By \_\_\_\_\_

## ATTACHMENT C

### HCJFS CONTRACT BUDGET USER GUIDE

When contracting with the Hamilton County Department of Job & Family Services (HCJFS), it is required that a budget be completed for each program being proposed. In order to facilitate the process, we request that the attached budget be used. This budget consists of two parts: the User Guide to assist in the completion of the budget, and the budget itself.

This guide is designed to assist the user in completing the budget. In some instances field definitions and other information will be given. If possible, examples will be provided. Definitions and examples will occasionally not be provided. Should you have a question regarding that particular area, contact the HCJFS Contract Services Section.

Page 1 is a summary of expenses. It should be completed after all other budget pages are finalized. The totals from the information supplied on pages 2 through 9 are used to complete this page. Information at the bottom of the page should be completed regarding the total units and the cost of the service. Pages 2 through 9 should be prepared itemizing each line item.

There are three columns without a column header or title. These columns have been purposely left blank in order for each Provider to enter the type of service being proposed. When completing the budget, it will be important to provide a header for each column being used. These columns are to be used to record the direct costs for the contracted program(s). If the program offers supportive services such as transportation, those costs should be broken out and entered in one of the other Contract Program columns. Costs for all other direct services of the agency should be combined and entered in the column titled "Other Direct Services".

Management, administrative, and indirect costs should be entered in the column entitled "MGMT/Indirect". Indirect costs are those costs incurred for a common or joint purpose benefiting more than one service area or cost center. Allowable indirect costs for the indirect cost column include, but are not limited to, the accounting and budgeting functions, disbursing services, personnel & procurement functions, and other agency administration.

**INSTRUCTIONS FOR SUMMARY PAGE – PAGE 1**

Page 1 of the budget is a summary of expenses. It should be completed after all other budget pages are finalized. Information at the bottom of the page should be completed regarding the total units and the cost of the service.

**AGENCY NAME:** The legal, and if applicable, incorporated name of the Provider agency.

**NAME OF CONTRACT PROGRAM:** The name of the program being purchased.

**BUDGET PERIOD:** The specific time period for the budget completed.

**ACTUAL BUDGET AREA:** A total of all the figures carried over from the previous pages. This gives an overview of the budget for which the proposal is being submitted, as well as, an overall picture of the agency costs. The total figures given for each of these areas should match the same figures indicated in each of the appropriate sections.

For a more detailed explanation of each of the areas, use the instructions in each specific section. Once all totals have been carried to this section be sure to double check the figures to make sure all columns and rows balance.

**EXPENSES BY SERVICES COLUMN:** Each column header from pages 2 through 9 are listed in this column so that the totals for each of these items can be listed in each of the specific columns.

**EXPENSES BY PROGRAM SERVICES:** The horizontal row is used to define the column header. "MGMT Indirect, Other Direct Ser and TOTAL Expense" fields are already defined. The first three column headers have been purposely left blank in order to indicate the name of the program being purchased.

If a proposal includes more than one service within the program, then an additional column would be completed for the additional service. For example, the proposal being submitted is for employment development. The services

included in this proposal are skill training, and employment retention. In this instance, one column would be completed for skill training and the other for employment retention.

If for example, a proposal is being submitted for an offender program, the header for that column would be titled "Offender Program". In this instance, the other two column headers would be left blank.

If a proposal is being submitted is for workforce development and transportation and case management are two components of the program, then the first column header would indicate "Transportation" and the second column would indicate "Case Management". In this instance, the third column would be left blank.

**MGMT INDIRECT:** The totals entered per line item for each item on the other pages.

**CONTRACT PROGRAM:** The totals entered per line for each item on the other pages.

**OTHER DIRECT SERVICES:** The figures entered here should represent the total calculations based on the figures and percentages entered for each item on the other pages.

**TOTAL EXPENSES:** The totals for all figures entered on this page. They are also the totals of all of the three previous fields (MGMT Indirect, Contract Program and Other Direct Services) as well as the programs being purchased.

**TOTAL UNITS:** The number of units that the program being purchased is planning to provide. Depending on the contract, a unit could be considered an hour, a session, a trip, etc...

**UNIT COST:** The total expenses divided by the total units.

**UNIT =:** Indicate whether the unit is an hour, trip, session, etc.

**INSTRUCTIONS FOR BUDGET SECTION A - PAGE 2; STAFF  
POSITIONS**

This section is used to list all positions that are included in the contracted program. This page will also capture the financial information needed on the rest of the agency. If a proposal is being submitted for one service being offered within a program, one column would be completed for the contracted program, one for the management indirect services and one for other direct services. Should a proposal being submitted include more than one service within the program, an additional column would be completed for the additional service. For example, the proposal being submitted is for employment development. The services included in this proposal are skill training, and employment retention. In this instance one column would be completed for skill training and another for employment retention.

**SALARIES:** List all position titles of staff who work for the Agency. If Provider agency is extremely large, Provider may list salary amounts for staff in other direct service programs by program total or by one total for all other programs. However, in order to complete the budget in this manner, Provider must obtain permission from a Contract Services Supervisor or Section Chief. All staff who work in any capacity in the program or programs to be contracted, plus all management and administrative staff, must be listed separately with the specific amounts paid to each. In the second column, indicate the number of staff who have the same job title, i.e. teachers, and who earn the same annual wage. Indicate the number of staff and the annual cost - this is the amount paid annually to each of the teachers. If some teachers work more or less hours, and/or earn more, then a second, separate listing should be made. If the program has quite a number of staff then Provider may want to copy the Salaries page, to be able to list all the variations. Total all Salaries at the bottom of each column. Make sure this page "balances" - each column adds across and down, to the sum listed in the total sections.

**POSITION TITLE:** Indicate the titles of the individuals **presently** working in the program being contracted. If the Provider has an individual



that has a percentage of time dedicated to the contracted program & another percentage dedicated to other areas, list this individual separately as well.

For EXAMPLE: The agency has three social workers. In this instance, two of those employees are dedicated full time to the program being contracted however; the other only spends 60% of their time on this project and 40% of their time on another project. Given this example, then all three social workers would be listed and the actual weekly number of hours worked in the program area would be entered in the HRS Week field.

The “other” field represents all staff employed by the agency that do not work in the contracted program.

For EXAMPLE: There is the Director and three social workers for the contracted program, then another four social workers that report to the same director but work in another program area. In this instance, the Director and the three social workers are listed as program personnel and the four social workers are then listed as “Others” because they work for the same agency but do not have anything to do with the program being contracted.

**# STAFF:** This field must indicate the number of staff that hold the title listed in the “Position Title” field. However, in the “other: field, this number will be the total number of individuals employed by Provider company that do not have anything to do with the contracted program. Remember, if an employee works in the contracted program for any percentage of time then that person would be counted separately.

**HRS WEEK:** Indicate the number of hours worked each week in the contracted program area, for each employee.

**ANNUAL COST:** This is the annual salary for each individual listed in the contracted program area. The first block will contain the total of all the salaries for those individuals counted as “Others”.

For example: There is the Director and three social workers for the contracted program, then another four social workers that report to the

same director but work in another program area. In this instance, the Director and the three social workers are listed as program personnel and the four social workers are then listed as "Others" because they work for the same agency but do not have anything to do with the program being contracted.

**CONTRACT PROGRAM:** Enter the salary for the amount of time spent in the contracted program. There are three columns to indicate amounts for each program in which a proposal is being written. For vacant positions that will be filled during the contract year, prorate the salary to reflect the anticipated start date.

**MGT INDIRECT:** This field should only be completed if the position title of an individual is in a management position. Duties performed that would be included in the "Percent to Mgt. Indirect" would include evaluations, writing checks, dealing with personnel issues, building management or other non-program issues.

**OTHER DIRECT SERVICES:** Enter the total salaries for each of the staff employed by the agency that is not related to the program being contracted.

**TOTAL EXPENSES:** This is the total of the Contracted Programs, Management Indirect, and any Other Direct Services.

**INSTRUCTIONS FOR BUDGET SECTION B - PAGE 3;  
PAYROLL RELATED EXPENSES**

**PAYROLL TAXES:** Enter the percentage used in calculating the amount withheld in each of the categories listed. The amounts figured using this percentage should be listed on the appropriate line under the “Expenses by Program Services” column.

**UNEMPLOYMENT %:** When computing unemployment taxes, the percentage of time the staff devotes to the contracted program should be used to calculate the amount of unemployment taxes attributed to the contracted program for that staff person up to the first \$9,000.00 per employee wages, per year.

**BENEFITS:** The amounts charged to each column should be based on the staff and salaries shown in that column on page 2. Enter the totals in the spaces provided. The percentage used to calculate the retirement should be entered on the line indicated. The “OTHER” section should list all other deductions that are taken, listing each one separately.

**TOTAL EMPLOYEE BENEFITS & PAYROLL TAXES:** Indicate the total for the amounts indicated above.

**INSTRUCTIONS FOR BUDGET SECTION C - PAGE 3;  
PROFESSIONAL FEES & CONTRACTED SERVICES**

**PROFESSIONAL FEES & CONTRACTED SERVICES:** Contracted services are items such as janitorial, pest control, security, etc. Professional fees are when Provider pay for auditors, accountants, payroll processors, program consultants, etc. These costs are used to pay for services from a company or individual who is not an employee of the agency, but who performs a service for which he/she is paid. Show the amounts related to each column heading.

Each service that has been purchased (contract or professional) should be listed in this field, individually. For example, if the Provider has a contract with Terminix to provide bug control then that would be one item. The

accountant would be another item.

**TOTAL PROFESSIONAL FEES AND CONTRACTED SERVICES** Indicate the totals for the amounts entered above.

**INSTRUCTIONS FOR SECTION D - PAGE 4; CONSUMABLE SUPPLIES**

**CONSUMABLE SUPPLIES:** Enter amounts for items used or consumed by the respective programs per the column heading. Generally supplies are items such as stationary, paper, pens, file folders, and envelopes. Other types of supplies are items such as cleaning supplies, toilet paper, mops, brooms, paper towels and floor cleaner. Program and other supplies would also be included in this section such as printed pamphlets, text books and/or computer software. These items must be used or consumed within one year or less. List each item under "OTHER" separately and be specific.

**INSTRUCTIONS FOR SECTION E - PAGE 4; OCCUPANCY COSTS**

**OCCUPANCY COSTS:** Enter amounts in the proper column based on a proration of space used by the programs under the column headings. It may be necessary to actually measure the space used by the various programs to achieve a proper proration of these costs. Some Provider's choose to put building and other occupancy costs in their Management and Indirect Costs column, and allocate them along with other "shared" types of costs. Telephone costs should be allocated or prorated based on actual usage, that is the number of phones used by Contract Program, and amount of long distance calls, rather than combined with other occupancy costs.

The occupancy cost includes a usage allowance that is similar to depreciation when the building is owned. In order to calculate the cost, the historical cost of the building must be used. The Provider must calculate the percentage that is to be used by the contracted program. Once both figures are obtained, the cost of the building is multiplied by the percentage of space used to determine the dollar amount to be

charged to the program. For example, the actual cost of the building was \$150,000.00. The building is 3 stories and each story is 1000 square feet. The third floor is the management, the second floor is another program and the first floor is the contracted program. In this case, the first floor or 1000 square feet would be charged to the program or 33%. Therefore, \$150,000.00 divided by the 37.5 year life (life span per the IRS) of the building times 33% (program utilization) = \$1,320.00 per year. This amount can be charged to the program.

**RENTAL @ PER SQ. FT.:** Indicate the unit amount per square foot. For example, the rent is \$1000.00 per month for 100 square feet; however the unit amount is \$10.00. Indicate the total dollar amount in the block for the budget period. For example, the rent is \$1000.00 per month. The contract is for 10 months. The total dollar amount entered should be \$10,000.00.

**HEAT & ELECTRICITY:** If taking a straight line percentage of the total electric for the agency, identify the percentage used on the line indicated. If this is included in the rent, write the word “included” on this line.

**WATER:** If taking a straight line percentage of the total water for the agency, identify the percentage used on the line indicated. If this is included in the rent, write the word “included” on this line.

**TELEPHONE:** If taking a straight line percentage of the total phone cost for the agency, identify the percentage used on the line indicated.

**OTHER:** List all other deductions for occupancy costs separately and be specific.

<b>INSTRUCTIONS FOR SECTION F - PAGE 5; TRAVEL COSTS</b>
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**TRAVEL COSTS:** The costs entered into each column should be based on a review of actual travel costs incurred by the respective programs. A study of past years records should be completed before this section of the budget is prepared. Enter the figure used to calculate the reimbursement rate on the line provided.

**TOTAL TRAVEL COSTS:** Enter the amount for each column on this line.  
Be sure the totals balance for all columns.

**INSTRUCTIONS FOR SECTION G - PAGE 5; INSURANCE COSTS**

**INSURANCE:** Some agencies allocate all insurance costs to the Management and Indirect column of their budgets, and then allocate them along with all the other shared type of costs. If one program operated by the agency has disproportionate insurance costs (either higher or lower) than the other agency programs, then a more appropriate method would be to show that program's insurance costs in the column for that program.

**INSTRUCTIONS FOR SECTION H - PAGES 6 & 7; EQUIPMENT COSTS**

**EQUIPMENT COSTS:** There are some directions listed on the budget pages for completing the four areas of this section. Any individual equipment item costing less than \$5,000 should be included as equipment cost. The exception to the "individual equipment cost" is for computer components which are purchased as a group, i.e. hard drive, monitor, keyboard, printer, etc. While these components may individually cost less than \$5,000, the entire group is to be depreciated if the purchase price is \$5,000 or greater. For equipment items used for more than one program, show the percentage of time the contract program expects to use them and compute the amount based on that percentage. The large equipment items used by the Management and Indirect activities of the agency should also be listed, with the percentage used by both programs, i.e. the Contract Program and MGT/Indirect, computed.

**INSTRUCTIONS FOR SECTION I - PAGE 8; MISCELLANEOUS COSTS**

**MISCELLANEOUS COSTS:** Enter any expense items, and the amount which Provider expects to spend for them, that Provider has not entered elsewhere in this document. Examples of miscellaneous costs are printing, advertising, and postage.

**TOTAL MISCELLANEOUS COSTS:** Enter the total of all miscellaneous costs in this section in the appropriate columns.

**PROFIT MARGIN:** For profit entities only - Enter the amount of profit being charged to the contract program.

**TOTAL OF ALL EXPENSES:** The total of all expenses should be calculated from the sub-totals of sections D through I.

**EXPLANATION:** Be sure to pay special attention to this section. It is important to note the rationale or basis for the figures used in the proration of MGT/INDIRECT costs. Specific instructions have been included on the budget to be followed.

<p style="text-align: center;"><b>INSTRUCTIONS FOR SECTION G - PAGE 9; INSTRUCTIONS FOR REVENUES BY PROGRAM SERVICES SECTION</b></p>
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Revenues of the Agency should also be completed for the same time period for which the budget expenses are detailed. Please use the "Explanation" section and attach extra pages if needed. Be specific and list each funding separately. Government contracts, including the revenues expected to be received from the contract with HCJFS, should be listed separately (i.e., Hamilton County \$nnn,nnn.nn, Butler County \$nnn,nnn.nn). Donations from individual benefactors need not be listed separately unless they represent a significant proportion or amount of donated funds. Fees from clients do not mean fees paid by third parties (insurance, Medicaid, contracts), and should only represent monies gained directly from clients.

# FINAL REVIEW

1. Before submitting the budget, make a final check that each column of each page is correctly added, and that all figures are legible.
2. Review the Revenue page and make sure all revenue sources are listed. The total revenues shown MUST equal or exceed the total expenses shown in pages 1-8.
3. Please review Equipment section to make sure that all equipment purchases have been listed in proper section.



HCJFS CONTRACT BUDGET

AGENCY \_\_\_\_\_

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM Type B Professional Providers Network Services 8/2008 TO 7/2009

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

<u>EXPENSES BY PROGRAM SERVICES</u>	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES						
B. EMPLOYEE PAYROLL TAXES & BENEFITS						
C. PROFESSIONAL & CONTRACTED SERVICES						
D. CONSUMABLE SUPPLIES						
E. OCCUPANCY						
F. TRAVEL						
G. INSURANCE						
H. EQUIPMENT						
I. MISCELLANEOUS						
J. PROFIT MARGIN						
SUB-TOTAL OF EACH COLUMN						
ALLOCATION OF MGT/INDIRECT COSTS						
TOTAL PROGRAM EXPENSES						

ESTIMATED TOTAL UNITS OF SERVICE

TO BE PROVIDED:

\_\_\_\_\_

UNIT= \_\_\_\_\_

**A. STAFF SALARIES – Attach Extra Pages for Staff, if needed**

<b>POSITION TITLE</b>	<b># STAFF</b>	<b>HRS WEEK</b>	<b>ANNUAL COST</b>	<b>PROGRAM 1</b>	<b>PROGRAM 2</b>	<b>PROGRAM 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SERVICE</b>	<b>TOTAL EXPENSE</b>
<b>TOTAL SALARIES</b>									

<b>EXPENSES BY PROGRAM SERVICES</b>	<b>PROGRAM 1</b>	<b>PROGRAM 2</b>	<b>PROGRAM 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SERVICES</b>	<b>TOTAL EXPENSE</b>
<b>B. PAYROLL TAXES</b>						
FICA _____ %						
WORKER'S COMP. _____ %						
UNEMPLOYMENT _____ %						
<b>BENEFITS</b>						
RETIREMENT _____ %						
HOSPITAL CARE						
OTHER (SPECIFY)						
<b>TOTAL EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>						

<b>C. PROFESSIONAL FEES &amp; CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.))</b>	<b>PROGRAM 1</b>	<b>PROGRAM 2</b>	<b>PROGRAM 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SERVICES</b>	<b>TOTAL EXPENSE</b>
<b>TOTAL PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b>						

3.

<u>EXPENSES BY PROGRAM SERVICES</u>	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES						
OFFICE						
CLEANING						
PROGRAM						
OTHER (SPECIFY)						
TOTAL CONSUMABLE SUPPLIES						
E. OCCUPANCY COSTS						
RENTAL @ _____ PER SQ.FT.						
USAGE ALLOWANCE OF BLDG.OWNED @2% OF ORIG.ACQUISTION COST						
MAINTENANCE & REPAIRS						
UTILITIES (MAY BE INCLUDED IN RENT)						
HEAT & ELECTRIC _____						
WATER _____						
TELEPHONE						
OTHER (SPECIFY)						
TOTAL OCCUPANCY COSTS						

<b><u>EXPENSES BY PROGRAM SERVICES</u></b>	<b>PROGRAM 1</b>	<b>PROGRAM 2</b>	<b>PROGRAM 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL EXPENSE</b>
<b>F. TRAVEL COSTS</b>						
GASOLINE & OIL						
VEHICLE REPAIR						
VEHICLE LICENSE						
VEHICLE INSURANCE						
<b>OTHER</b>						
<b>MILEAGE REIMBURSE.@ ____ PER MILE</b>						
<b>CONFERENCES &amp; MEETINGS, ETC.</b>						
<b>PURCHASED TRANSPORTATION</b>						
<b>TOTAL TRAVEL COSTS</b>						
<b>G. INSURANCE COSTS</b>						
LIABILITY						
PROPERTY						
ACCIDENT						
OTHER						
<b>TOTAL INSURANCE COSTS</b>						

<u>EXPENSES BY PROGRAM SERVICES</u>	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SERV	TOTAL EXPENSE
<b>H. EQUIPMENT COSTS</b>						
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)						
<b>TOTAL SMALL EQUIPMENT COSTS</b>						
<b>EQUIPMENT MAINTENANCE &amp; REPAIR (DETAIL)</b>						
<b>TOTAL EQUIPMENT &amp; REPAIR</b>						
<b>EQUIPMENT LEASE COSTS (DETAIL)</b>						
<b>TOTAL LEASE COSTS</b>						
<b>TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)</b>						
<b>TOTAL EQUIPMENT COSTS</b>						

**LARGE EQUIPMENT DEPRECIATION COSTS**

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception to the “individual equipment item” is for computer components which are purchased as a group, i.e. hard drive, monitor, keyboard, printer, etc. If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any item which was fully depreciated on the agency’s books prior to the beginning date of the contract may not be used as a basis for determining costs of the program proposed for a contract, even though that item of equipment is used by the program. Any items of equipment used by the Management and Indirect activities of the Agency for which costs are included in this budget must also be itemized on this sheet. If needed, extra copies may be made and numbered 7A, 7B, & 7C, etc.

ITEM(S) TO BE DEPRECIATED	NEW OR USED	DATE OF PURCHASE	TOTAL ACTUAL COST	SALVAGE VALUE	TOTAL TO DEPRECIATE	USEFUL LIFE	CHARGEABLE ANNUAL DEPRECIATION	PERCENT USED BY CONTRACT PROGRAM	AMOUNT CHARGED TO CONTRACT PROGRAM	WHICH CONTRACTED PROGRAM

<u>EXPENSES BY PROGRAM SERVICES</u>	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>I. MISCELLANEOUS COSTS</b>						
<b>TOTAL MISCELLANEOUS COSTS</b>						
<b>J. PROFIT MARGIN</b>  (For profit entities only- indicate the amount)						
<b>TOTAL PROGRAM EXPENSES</b>						

A rationale or basis for the proration of MGT/INDIRECT Cost must be included which details how the amount charged to this program was determined. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct program costs, and/or time studies. HCJFS staff are available to discuss the most appropriate basis for the program for which the budget is being prepared, if agency staff are unfamiliar with this process.

EXPLANATION: \_\_\_\_\_



<u>REVENUES BY PROGRAM SERVICES</u>	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUES
<b>A. GOVERNMENTAL AGENCY FUNDING (specify agency &amp; type)</b>						
<b>B. OTHER FUNDING</b>						
FEEES FROM CLIENTS						
CONTRIBUTIONS – (identify all contributions which exceed \$1000.00 by donor and amount)						
AWARDS & GRANTS						
OTHER (specify)						
<b>TOTAL REVENUE</b>						

EXPLANATION OF ANY ITEMS ABOVE: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

HCJFS CONTRACT BUDGET

AGENCY \_\_\_\_\_

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM Type B Professional Providers Network Services 8/2009 TO 7/2010

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

<u>EXPENSES BY PROGRAM SERVICES</u>	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES						
B. EMPLOYEE PAYROLL TAXES & BENEFITS						
C. PROFESSIONAL & CONTRACTED SERVICES						
D. CONSUMABLE SUPPLIES						
E. OCCUPANCY						
F. TRAVEL						
G. INSURANCE						
H. EQUIPMENT						
I. MISCELLANEOUS						
J. PROFIT MARGIN						
SUB-TOTAL OF EACH COLUMN						
ALLOCATION OF MGT/INDIRECT COSTS						
TOTAL PROGRAM EXPENSES						

ESTIMATED TOTAL UNITS OF SERVICE  
TO BE PROVIDED:

\_\_\_\_\_

UNIT= \_\_\_\_\_

**B. STAFF SALARIES – Attach Extra Pages for Staff, if needed**

<b>POSITION TITLE</b>	<b># STAFF</b>	<b>HRS WEEK</b>	<b>ANNUAL COST</b>	<b>PROGRAM 1</b>	<b>PROGRAM 2</b>	<b>PROGRAM 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SERVICE</b>	<b>TOTAL EXPENSE</b>
<b>TOTAL SALARIES</b>									

<i>EXPENSES BY PROGRAM SERVICES</i>	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
<b>B. PAYROLL TAXES</b>						
FICA _____ %						
WORKER'S COMP. _____ %						
UNEMPLOYMENT _____ %						
<b>BENEFITS</b>						
RETIREMENT _____ %						
HOSPITAL CARE						
OTHER (SPECIFY)						
<b>TOTAL EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>						

<b>C. PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b> (Indicate type, function performed, and estimate of use (hours, days, etc.)	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
<b>TOTAL PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b>						

3.

<b><u>EXPENSES BY PROGRAM SERVICES</u></b>	<b>PROGRAM 1</b>	<b>PROGRAM 2</b>	<b>PROGRAM 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SERVICES</b>	<b>TOTAL EXPENSE</b>
<b>D.CONSUMABLE SUPPLIES</b>						
<b>OFFICE</b>						
<b>CLEANING</b>						
<b>PROGRAM</b>						
<b>OTHER (SPECIFY)</b>						
<b>TOTAL CONSUMABLE SUPPLIES</b>						
<b>E. OCCUPANCY COSTS</b>						
<b>RENTAL @ _____ PER SQ.FT.</b>						
<b>USAGE ALLOWANCE OF BLDG.OWNED @2% OF ORIG.ACQUISTION COST</b>						
<b>MAINTENANCE &amp; REPAIRS</b>						
<b>UTILITIES (MAY BE INCLUDED IN RENT)</b>						
<b>HEAT &amp; ELECTRIC _____ WATER _____</b>						
<b>TELEPHONE</b>						
<b>OTHER (SPECIFY)</b>						
<b>TOTAL OCCUPANCY COSTS</b>						

<b><u>EXPENSES BY PROGRAM SERVICES</u></b>	<b>PROGRAM 1</b>	<b>PROGRAM 2</b>	<b>PROGRAM 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL EXPENSE</b>
<b>F. TRAVEL COSTS</b>						
GASOLINE & OIL						
VEHICLE REPAIR						
VEHICLE LICENSE						
VEHICLE INSURANCE						
OTHER						
<b>MILEAGE REIMBURSE.@ ____ PER MILE</b>						
<b>CONFERENCES &amp; MEETINGS, ETC.</b>						
<b>PURCHASED TRANSPORTATION</b>						
<b>TOTAL TRAVEL COSTS</b>						
<b>G. INSURANCE COSTS</b>						
LIABILITY						
PROPERTY						
ACCIDENT						
OTHER						
<b>TOTAL INSURANCE COSTS</b>						

<u>EXPENSES BY PROGRAM SERVICES</u>	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SERV	TOTAL EXPENSE
<b>H. EQUIPMENT COSTS</b>						
<b>SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)</b>						
<b>TOTAL SMALL EQUIPMENT COSTS</b>						
<b>EQUIPMENT MAINTENANCE &amp; REPAIR (DETAIL)</b>						
<b>TOTAL EQUIPMENT &amp; REPAIR</b>						
<b>EQUIPMENT LEASE COSTS (DETAIL)</b>						
<b>TOTAL LEASE COSTS</b>						
<b>TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)</b>						
<b>TOTAL EQUIPMENT COSTS</b>						

6.





<b><u>EXPENSES BY PROGRAM SERVICES</u></b>	<b>PROGRAM 1</b>	<b>PROGRAM 2</b>	<b>PROGRAM 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL EXPENSE</b>
<b>II. MISCELLANEOUS COSTS</b>						
<b>TOTAL MISCELLANEOUS COSTS</b>						
<b>J. PROFIT MARGIN</b>  (For profit entities only- indicate the amount)						
<b>TOTAL PROGRAM EXPENSES</b>						

A rationale or basis for the proration of MGT/INDIRECT Cost must be included which details how the amount charged to this program was determined. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct program costs, and/or time studies. HCJFS staff are available to discuss the most appropriate basis for the program for which the budget is being prepared, if agency staff are unfamiliar with this process.

EXPLANATION: \_\_\_\_\_

<u>REVENUES BY PROGRAM SERVICES</u>	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUES
<b>A. GOVERNMENTAL AGENCY FUNDING (specify agency &amp; type)</b>						
<b>B. OTHER FUNDING</b>						
FEES FROM CLIENTS						
CONTRIBUTIONS – (identify all contributions which exceed \$1000.00 by donor and amount)						
AWARDS & GRANTS						
OTHER (specify)						
<b>TOTAL REVENUE</b>						

EXPLANATION OF ANY ITEMS ABOVE: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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**ATTACHMENT D**  
**Declaration of Property Tax Delinquency**  
**(ORC 5719.042)**

I, \_\_\_\_\_, hereby affirm that the Proposing Organization herein, \_\_\_\_\_, is \_\_\_ / is not \_\_\_ **(check one)** charged at the time of submitting this proposal with any delinquent property taxes on the general tax list of personal property of the County of Hamilton.

If the Proposing Organization is delinquent in the payment of property tax, the amount of such due and unpaid delinquent tax and any due and unpaid interest is  
\$\_\_\_\_\_.

**State of Ohio**  
**County of Hamilton**

Before me, a notary public in and for said County, personally appeared

\_\_\_\_\_, authorized signatory for the Proposing Organization, who acknowledges that he/she has read the foregoing and that the information provided therein is true to the best of his/her knowledge and belief.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at \_\_\_\_\_, Ohio this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**ATTACHMENT E**  
**Ohio Department of Public Safety**

Division of Homeland Security  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

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

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

### DECLARATION

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

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

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?

YES  NO

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

YES  NO

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?

YES  NO

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?

YES  NO

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?

YES  NO

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

YES  NO

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports

terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

**CERTIFICATION**

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

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





4. I further certify that if \_\_\_\_\_ is awarded a contract,  
[Name of Entity]  
the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (I)(2) of Section 3517.13 of the Ohio Revised Code:

- (a) The individual;
- (b) Each partner or owner of the partnership or other unincorporated business;
- (c) Each shareholder of the association;
- (d) Each administrator of the estate;
- (e) Each executor of the estate;
- (f) Each trustee of the trust;
- (g) Each spouse of any person identified in (a) through (f) of this section;
- (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- (j) Any combination of persons identified in (a) through (i) of this section.

5. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or \_\_\_\_\_ to the penalties set forth in Section  
[Name of Entity]  
3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

Sworn to before me, and subscribed in my presence, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTACHMENT F**  
**AFFIDAVIT IN COMPLIANCE WITH**  
**SECTION 3517.13 OF THE OHIO REVISED CODE**  
***(Corporation or Business Trust)***  
***(R.C. 3517.13(J)(3))***

STATE OF OHIO

COUNTY OF \_\_\_\_\_ SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to Section 3517.13 of the Ohio Revised Code:

1. I am \_\_\_\_\_ and I am employed as \_\_\_\_\_  
[Name] [Title]  
for \_\_\_\_\_.  
[Name of Corporation/Business Trust]

3. In my position as \_\_\_\_\_, I have the authority to make the  
[Title]  
certifications contained herein on behalf of \_\_\_\_\_.  
[Name of Corporation/Business Trust]

5. On behalf of \_\_\_\_\_, I do hereby certify that all of  
[Name of Corporation/Business Trust]  
the following persons, if applicable, are in compliance with division (J)(1) of Section 3517.13 of the Ohio Revised Code:

- (a) Each owner of more than twenty per cent of the corporation or business trust;
- (b) Each spouse of an owner of more than twenty per cent of the corporation or business trust;
- (c) Each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- (d) Any political action committee affiliated with the corporation or business trust;
- (e) Any combination of persons identified in (a) through (d) of this section.

6. I further certify that if \_\_\_\_\_ is awarded a  
[Name of Corporation/Business Trust]  
contract, the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (J)(2) of Section 3517.13 of the Ohio Revised Code:

- (a) An owner of more than twenty per cent of the corporation or business trust;
- (b) A spouse of an owner of more than twenty per cent of the corporation or business trust;
- (c) A child seven years of age through seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- (d) Any political action committee affiliated with the corporation or business trust;
- (e) Any combination of persons identified in (a) through (d) of this section.

5. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or \_\_\_\_\_ to the penalties set forth in Section \_\_\_\_\_  
[Name of Corporation/Business Trust]  
3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

Sworn to before me, and subscribed in my presence, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**REQUEST FOR PROPOSAL (RFP) REGISTRATION FORM**

**Type B Professional Providers Network Services**

**Bid No: RFP 08-003**

All inquiries regarding this RFP are to be in writing and are to be mailed, email or faxed to:

***Bev Donald***

***Hamilton County Job and Family Services***  
**222 E. Central Parkway Contract Services, 3<sup>rd</sup> Floor**  
**Cincinnati, OH 45202**  
**Fax#: (513) 946-2384**  
**Email: DONALB@jfs.hamilton-co.org**

The Hamilton County Job and Family Services (HCJFS) will not entertain any oral questions regarding this RFP. *Other than to the above specified person, no bidder may contact any HCJFS, county official, employee, project team member or evaluation team member.* Vendors are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this RFP. **Inappropriate contact may result in rejecting of the Provider's Proposal, including attempts to influence the RFP process, evaluation process or the award process by Vendors who have submitted bids or by others on their behalf.**

**RFP Registration Forms are due: June 16, 2008 at 11:00 a.m. EST**

By faxing this completed page to the HCJFS Contract Services you will be registering your company's interest in this RFP, attendance at the bidders conference (attendance is not mandatory) and all ensuing addendums. Your signature is an acknowledgement that you have read and understand the information contained on this page.

<b>DATE:</b>	
<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>REPRESENTATIVE'S NAME</b>	
<b>TELEPHONE NUMBER</b>	
<b>FACSIMILE NUMBER:</b>	
<b>EMAIL ADDRESS:</b>	
<b>NUMBER OF PEOPLE ATTENDING PRE-PROPOSAL CONFERENCE:</b>	
<b>SIGNATURE:</b>	

Registration helps insure that vendors will receive any addendum to or correspondence regarding this RFP in a timely manner. (The HCJFS will not be responsible for the timeliness of delivery via the U.S. Mail.) \* **RFP Registration Forms are due: June 16, 2008 at 11:00 a.m. EST.**

**Only vendors registering for the RFP will be considered for a contract. All others vendors will be disqualified.** Please fax this completed page to HCJFS Contract Services at (513) 946-2384.