

# **REQUEST FOR PROPOSALS**

## **FOR CHILDREN'S SERVICES VISITATION SERVICES**

**RFP SC1109-R**

**Issued by**

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

**222 E. CENTRAL PARKWAY**

**CINCINNATI, OHIO 45202**

**(May, 2009)**

**RFP Conference: May 14, 2009 2:00 p.m.**

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

**222 East Central Parkway**

**6<sup>th</sup> Floor Conference Room (6SE601)**

**Cincinnati, Ohio 45202**

**Deadline to Register for the RFP: June 11, 2009**

**Due Date for Proposal submission: June 18, 2009**

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<b>Attachment H</b>	<b>Screening and Selection Release of Information</b>
<b>Attachment I</b>	<b>Program Attachments</b>

- 1) Supervised Visitation Protocol (CS Manual 9.28)
- 2) Visit Supervisor Protocol (TFSS Memo # 4-A)
- 3) Communicable Disease Protocol (TFSS Memo # 3)
- 4) Family Case File Protocol (TFSS Memo # 11)
- 5) Incident Report Protocol (TFSS Memo # 2)
- 6) Inclement Weather Protocol (CS Manual 2.07)
- 7) Responding to Subpoenas (CS Manual 3.05-A)
- 8) Client Confidentiality (CS Manual 3.02)
- 9) Professional and Personal Boundaries (CS Manual 1.03)
- 10) Mandated Reporters (CS Manual 4.03)

# **REQUEST FOR PROPOSAL (RFP) FOR VISITATION 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), Children's Services division, is seeking proposals for the purchase of a wide spectrum of Visitation Services at a HCJFS location(s) for families whose children are placed in foster care or other out-of-home placements. Services sought include receipt and processing of referrals, scheduling and facilitating visits, developing a cooperative relationship with the family, and providing documentation of visits and family progress. The Provider shall have staff available for immediate implementation following contract finalization, which is anticipated for early 2010.

The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award multiple contracts for these services to multiple Providers and to award contracts for any or all the services proposed.

### **1.2 Scope of Service**

Children's Services is seeking one or more organizations to provide and coordinate a wide spectrum of visitation services at a HCJFS location(s), neutral off-site locations, treatment facilities, and family homes for families whose children are placed in foster care or other out-of-home placement. Visits shall include sibling visits, visits with parents, and visits with extended family members. Occasionally, the Provider shall provide visits outside of the Hamilton County area, including but not limited to Butler, Clermont, and Warren Counties. Levels of visitation services shall include supervised and monitored visits. For supervised visits, the Provider shall provide planned and structured visitation, while incorporating

parenting modeling, feedback strategies, outcome measures, etc. to address a parent's potential and increased success for reunification with their children. The step down process from supervised to monitored visits will be at the direction of the caseworker. The process may include:

- Supervised visits at the HCJFS location or treatment facility;
- Monitored visits at the HCJFS location (family may have up to fifteen (15) minutes each hour of unsupervised contact with the child); or
- Monitored visits in the home or community location (visit is monitored for the entirety of the visit).

All visits will be held on a one staff to one family basis. All family visits must be held in separate areas to meet privacy and confidentiality requirements.

HCJFS' goal is to work with Providers who can meet the entire continuum of visitation services. However, the BOCC reserves the right to award contracts to successful Provider(s) for all or some of the services proposed.

### **1.2.1 Population**

The following data is provided for planning purposes only. HCJFS does not guarantee the current service level will increase, decrease, or remain the same. The current Children's Services visitation provider at 630 Main Street has capacity for 200 visits monthly. In 2008, they provided approximately 2000 visits averaging 8.0 visits per day. There is a 23% no-show/cancellation rate on average for scheduled visits. The number of children in HCJFS placements requiring visitation with their families varies from month to month. The frequency and amount of hours per visit varies, as does the level of supervision required. Currently, all visitation services at 630 Main Street are supervised visits.

Participating families have a history of abuse, neglect, and/or dependency. Children and parents present with mental health, drug and alcohol, and medical conditions that must be factored into the visitation plans. Family situations require out-of-home care placements; and custody status ranges from Emergency Orders, Voluntary Agreements for Care, to Custody.

The ultimate goal for these families is to safely reunify children with their families in the shortest timeframe possible, supporting child safety, permanency, and well-being. HCJFS expects the primary outcomes for visitation services to be a better assessment of the functioning of the parent's parental abilities, their capacity to protect, and permanency outcomes. The successful bidders will incorporate measurable outcomes into their case plans and program curriculums.

### **1.2.2 Service Components**

Service components provided to Children's Services families and children for visitation services shall include:

#### **A. Scheduling**

1. Scheduling process to receive referrals from caseworkers and provide a three business day turnaround for visit start date, that accommodates the consumer's needs. The scheduling process will require confidential data exchange with caseworkers and HCJFS transport services to coordinate delivery of services;
2. Accommodate frequent changes in schedule due to child's placement changes and school/summer schedules;
3. Capacity for visits year round, during the day, evenings, and weekend hours. Visits for school age children generally occur after school hours, in the evening, and on Saturdays;
4. Capacity for make-up visits for canceled services;
5. Follow HCJFS' holiday schedule and Inclement Weather Protocol (CS Manual 2.07) Attachment I;
6. No eject/reject of referrals. Service Provider is expected to accept all referrals; and
7. There will be no compensation for no-show visits.

#### **B. Visitation Locations**

1. HCJFS visitation location(s);
2. Visitation arrangements that offer toys and play equipment for all developmental ages;
3. Capacity for visits in treatment facilities;
4. Capacity for visits in family homes, as appropriate; and
5. Capacity for visits in neutral locations throughout the community, such as parks, fast food restaurants, etc.

### C. Visitation Services

1. Provide a therapeutic visitation program in HCJFS designated location/space with program strategies based on the child's development;
2. Provide a wide-spectrum of visitation services from supervised visits to monitored visits, from one hour to eight hour visits, from monthly to three times a week visits;
3. Plan and support visit activities considering the child and parent's developmental functioning;
4. Actively observe supervised visits, intervening when appropriate;
5. Supervise sibling visit if parent no-shows for visit;
6. Model appropriate parental reactions and redirections, as it relates to the child developmentally and specific to the needs of the family;
7. Focus on increasing appropriate parental expectations, empathy toward the child, alternatives to corporal punishments and appropriate family roles;
8. Implement research based strategies for the population of foster children with a history of abuse and/or neglect;
9. Provide opportunity for parent/child interaction to practice instruction and modeling under the observation of the visit supervisor, and provision of immediate feedback on how parental interactions affect child growth and development;
10. Assess parent/child interaction after each visit and develop recommendations for appropriate levels of visits, including frequency and duration of future visits;
11. Plan and supervise final visits between child and parents when parental rights have been terminated. Assist with issues of closure and separation;
12. Provide recommendations for the child's permanency plan;
13. Demonstrate cultural competency;
14. Provide visitation services that support child welfare goals:
  - a. Reduce the risk of harm to children resulting from a caretaker's lack of parenting knowledge and/or practical application of parenting skills;
  - b. Shorten out-of-home placement through educating and modeling the parent about appropriate expectations, child development, and stress reduction;
  - c. Encourage timely reunifications for children and their families when consistent with the child's safety, permanency, and well-being;



- d. Expedite the identification of children whose permanency goals should be adoption; and
- e. Improve family/child functioning.

15. Follow all Children's Services and Transportation and Family Support Services' Protocols related to visitation (Attachment I).

#### D. Court Appearances

Contract agency staff may be required to testify at court and provide reports on visits to the court.

#### E. Reports

1. Visitation summary reports shall be forwarded to caseworker within 24 hours of visit, followed up by monthly, annual, and final reports. (The Visitation Services Report will be available when contract is finalized). Reports will outline the service plan, family's attendance and progress, family's level of participation, ability to parent their child, and recommendations for further service. The summaries of each visit shall outline the family's strengths and areas of need for growth.
2. Provide monthly reports indicating number of visits provided and number of no-shows and cancellations and corresponding reasons. Protect Ohio data shall be provided weekly on eligible visits.
3. Both quantitative and qualitative outcome measures will be reported, utilizing standardized evaluation instruments and methodologies to measure program impact and efficacy.

### 1.3 Employee Qualifications

The Provider shall ensure that any employee who shall have direct contact with the customers under the terms of this contract will meet the following qualifications:

1. **Work History:** All employees who are assigned to this contract with HCJFS' customers shall have information on job applications verified. Verification shall include references and work history information.
2. **Criminal Record Check:** Provider warrants and represents it will comply with ORC 2151.86, and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport consumers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and

Investigation (“BCII”), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff’s Office and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Attachment to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

Provider shall not assign any individual to work with consumers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date an employee or volunteer is hired.

Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

3. **Employees who have been convicted:** Employees convicted of or plead guilty to any of the laws contained in the Ohio Revised Code Section 5153.111(B)(1) or Section 2919.24 may not come into contact with HCJFS’ customers.
4. **Employee Confidential Information:** HCJFS may request that the Provider not use an employee or prospective employee based on confidential Children’s Services information known to HCJFS. To this end, the Provider shall provide to HCJFS the name and social security number of all individuals having direct contact with children prior to providing transportation services. The Provider shall not use an employee or prospective employee unless approved by HCJFS.

## **2.0 Provider 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. Providers 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 Provider 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 Provider 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 Provider is proposing for Contract Years 2010,2011 and 2012 These Unit Rate(s) must be supported by the Budget.

## **2.2 Service and Business Deliverables**

Provider should clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP in responding to this section. Providers must describe in detail all information set forth in Section 2.2.1 Program Components and Section 2.2.2 System and Fiscal Administration Components:

### **2.2.1 Program Components**

#### **A. Scope of Services**

1. Describe your ability to meet the Scope of Services. Include a statement describing how Provider is able to meet the Scope of Services, Section 1.2. Include the population you currently serve and Provider's history and experience. Provider should clearly state its competitive advantage and its ability to meet the terms, conditions and requirements defined in this RFP.
2. Describe how you will process referrals with a three business day turnaround visit start date.
3. Describe the number of staff that will be utilized to meet the contract requirements.
4. List the days and hours staff will be available for visits.
5. Describe how you will ensure staff availability for visits in the community (treatment facilities and in-home), both in Hamilton County as well as surrounding counties.
6. Describe your experience with the target population.
7. Describe how you will provide a wide-spectrum of visitation services, from supervised to monitored visits.
8. Describe in detail how you will calculate the base unit rate, including the level of supervision for the visits and the no-show visits.
9. Please describe in detail the qualifications and duties of all personnel associated with providing the services contained in this RFP.
10. Describe the visitation model you will follow in providing visitation services. The model must be based on evidence-based research, best practices as defined in the body of literature and based on the Provider's own field experience.
11. Describe how you will ensure compliance with Children's Services and Transportation and Family Support Services' Protocols (Attachment I).
12. Describe your complaint and resolution system.

13. Describe how you will minimize no-show rates.

B. Licensure, Administration and Training

1. Identify any actions against your organization through ODJFS, ODMH or any other licensing body over the past ten (10) years that included Corrective Action Plans, Temporary License or Revocation. Provide outcome of any action.
2. Provide a description of your organization's employee screening and clearance policy.
3. Describe in detail training, supervision, and support provided to staff.
4. See Section 2.5 regarding administrative requirements.

**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 Provider'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 - 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 agency's/company'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 programs, 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 program budget.
- H. Reports - **See 1.2.2 E.**

- I. Program Quality Documents - Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality.
- J. Agency's/Company'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:

- K. Agency/Company Ownership - Describe how the agency/company is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.
- L. Annual Report - A copy of Provider'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, Provider must supply equivalent financial statements certified by Provider to fairly and accurately reflect the Provider's financial status. It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.
- M. Articles of Incorporation or Other Formation Documents - Articles of Incorporation or other applicable organization documentation.
- N. Licensure - A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies (State of Ohio Counselor, Social Worker, Marriage and Family Therapist Board). Identify any actions to include any documentation of actions taken by ODJFS, ODMH or any other licensing body against your organization or any subsidiaries or business partners over the past 10 years including, but not limited to Corrective Action Plans, temporary licenses or revocations.

## 2.3 Budgets and Cost Considerations

- A. HCJFS anticipates services will begin no later than January 1, 2010. Provider must submit a Budget, Budget narrative and a calculation of the Unit Rate for the initial contract term and one (1) for each of the two (2) optional renewal years (Contract Years 2010, 2011 and 2012) that Provider understands will be used to compensate Provider for services provided. Budgets and Unit Rates must be submitted in the form provided as Attachment C.

All Registered Providers will be sent an electronic budget file in Excel format. All Providers submitting a proposal shall include a hard copy of the budget in the proposal and also submit the budget electronically to the contact person identified in Section 3.2 HCJFS Contact Person. If Provider is unable to submit an electronic copy of the budget, Provider shall include a statement in the budget narrative explaining the reason.

**Note: the softcopy of the budget and Provider's proposals must be received by the due date specified in the RFP. The soft copy budget must match the hardcopy in the proposal.**

*For renewal years, any increases in Unit Rates will be at the sole discretion of HCJFS, subject to funding availability and contract performance, and will be limited to no more than three per cent (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. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to but not limited by the following:
1. Staff to supervise visits and coordinate scheduling;
  2. Consumable supplies such as food, diapers and wipes;
  3. Play equipment including toys and books;
  4. Kitchen small equipment, food prep items, and consumables;

5. Security measures and appropriate insurance;
6. Transportation cost for off-site visits; and
7. Other administrative costs needed to accurately calculate the cost of a unit of Service (the "Unit Rate").

All revenue sources available to Provider to serve children identified in the Scope of Services 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 program. Cost must be broken down by type of work as well as classifications for staff, i.e. senior program manager vs. lower level position.

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

- C. Provider must submit a detailed budget narrative for the initial contract year and each renewal year which demonstrates the costs and their relationship to proposed services for the total cost related to the service(s) presented in the proposal. It must justify cost and give the formula by which they were derived. All costs in the budget narrative should match the line items in the budget.
- D. Provider must take note that "profit" will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization.
- E. For the purposes of this RFP, "unallowable" program 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 program;
  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**

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

## **2.5 Personnel Qualifications**

For key clinical and business personnel who will be working with the program, 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; and
- D. Personal reference (company name, contact name and phone number, scope and duration of program).

Provider's program manager must have an MSW and a minimum of three (3) years experience as a program manager with a similar program. Staff supervising and monitoring visits must have a Bachelor's degree in social work or a related field.

## **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 Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	Tues., May 5, 2009
RFP Conference	Thurs., May 14, 2009, 2:00 p.m.
Deadline for Receiving Final RFP Questions	Thurs., May 21, 2009, no later than 3:00 p.m.
Deadline for Issuing Final RFP Answers	Mon., June 1, 2009 by the close of business
Deadline for Proposals Received by HCJFS Contact Person	Thurs., June 18, 2009 no later than 11:00 a.m.
Oral Presentations/Site Visits – if needed	Week of July 13, 2009 – time & location tbd
Deadline for Registering for the RFP Process	Thurs., June 11, 2009 by 3:00 p.m.
Anticipated Proposal Review Completed	Mon., July 20, 2009

### 3.2 HCJFS Contact Person

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

**Sandra Carson, Contract Services**  
*Hamilton County Department of Job and Family Services*  
*222 East Central Parkway, 3rd floor*  
*Cincinnati, Ohio 45202*  
*HCJFS\_RFP\_COMMUNICATIONS@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: Thursday, June 11, 2009 by 3:00 p.m.**

All interested Providers **must** complete Registration Form (see Attachment D) and fax or e-mail the HCJFS Contact Person to register, The HCJFS Contact Person's fax number is (513) 946-2384; e-mail address is HCJFS\_RFP\_COMMUNICATIONS@ifs.hamilton-co.org.

### **3.4 RFP Conference**

The RFP Conference will take place at **the *Hamilton County Job & Family Services, Cincinnati, Ohio 45202, 6th Floor, Room 6SE601, on Thursday, May 14, 2009, 2:00 p.m.***

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's Conference and by e-mail to Providers who have registered for the RFP Process but are unable to attend the RFP's 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 21, 2009 after 3:00 p.m.** The final responses will be faxed or e-mailed on **Monday, June 1, 2009 by the close of business.**
- D. Only Providers who register for the RFP Process will receive copies of questions and answers. Questions and answers will also be displayed on HCJFS' website.
- E. The answers issued in response to such Provider questions become part of the RFP.

### **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; 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 Provider Disclosures**

Provider must disclose any pending or threatened court actions and claims brought by or against the Provider, 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 Provider Examination of the RFP**

**THIS RFP AND THE REQUIREMENTS HEREIN HAVE BEEN MODIFIED SINCE THE PREVIOUS RFP PROCESS. PLEASE REVIEW ALL REQUIREMENTS AND THE PROPOSAL TO ENSURE ACCURACY. ATTENDANCE AT THE RFP CONFERENCE IS HIGHLY ENCOURAGED.**

Providers shall carefully examine the entire RFP and any addenda 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.

If Providers 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 addenda issued pursuant to Section 3.8, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP Conference, Section 3.3 and posted on HCJFS website, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to **May 21, 2009** by **3:00 p.m.** of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **3.8 Addenda to RFP**

HCJFS may modify this RFP no later than **June 1, 2009** by issuance of one or more addenda 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 Providers who registered for the RFP Conference will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP Conference. All addendas to the RFP will be posted to <http://www.hcjfs.hamilton-co.org>.

### **3.9 Availability of Funds**

This program 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 Provider at the earliest possible time if this occurs. HCJFS is under no obligation to compensate Provider for any expenses incurred as a result of the RFP process.

## **4.0 Submission of Proposal**

Provider 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 Provider which may contain responses that differ from the specifications contained in this RFP. All alternative proposals must conform to the RFP instructions and outcomes.

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

The cost of developing proposals is entirely the responsibility of the Provider 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 Provider'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 18, 2009**. ***Proposals received after this date and time will not be considered.*** If Provider is not submitting the proposal in person, Provider 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 Providers 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 Provider from full compliance with its specifications if Provider 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 Provider 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. on June 18, 2009** 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. on June 18, 2009** 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 Program 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;
- G. Personnel Qualifications, Section 2.5; and
- H. Registration for RFP Conference, Section 3.3

## **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 Provider'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:

Inadequate – Provider did not respond to the questions or the response reflects a lack of understanding of the requirements.

Minimally Acceptable – Provider demonstrates a minimal understanding of the requirements and demonstrates some strengths, but also demonstrates some deficits.

Good – Provider's response reflects a solid understanding of the issues and satisfies all the requirements.

Excellent – Provider's response is complete and exceeds all requirements.

## **Stage 3 Other Materials**

Review Committee members will determine what other information is required to complete its 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 Provider's programs or clarify Provider's proposal. Other sources of information, may include, but are not limited to, the following:

- A. Written responses from Provider to clarify questions posed by Review Committee. Such information requests by Review Committee and Provider'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 Provider's key program personnel. HCJFS reserves the right to video tape the presentations.

- C. Site visits will be conducted for all new out of home care Providers and any existing out of home care Providers as HCJFS deems necessary. Site visits will be held at the location where the services are to be provided.

#### **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 2.2.3 Questions, Cost Analysis and Project Budget are worth 30% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 10% of the total evaluation score.

If HCJFS determines it is not necessary to conduct a Stage 3 review, 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 55% 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 2.2.3 Questions, Cost Analysis and Project Budget are worth 30% 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.
- B. Based upon the results of the evaluation, HCJFS will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. HCJFS will work with Provider(s) to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Provider.
- D. If HCJFS and Provider are able to successfully finalize an agreement, the BOCC may award a contract.
- E. If HCJFS and Provider are unable to come to terms regarding the agreement, in a timely manner as determined by HCJFS, HCJFS will terminate the agreement discussions with Provider. In such event, HCJFS reserves the right to select another Provider 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 Providers passing the preliminary Stage 1 Review, who wish to obtain clarifying information regarding their non-

selection. If a Provider 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 Provider 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 Provider 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 Provider's non-selection.

#### **4.9 Public Records**

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 Provider provides Hamilton County with any material or information which Provider deems to be subject to exemption under the Ohio Public Records Act, Provider 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 Provider of that fact. Provider shall promptly notify Hamilton County, in writing, that either a) Hamilton County is permitted to release these documents, or b) Provider intends to take immediate legal action to prevent its release to a third party. A failure of Provider to respond within five (5) business days shall be deemed permission for Hamilton County to release such documents.

## **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 Providers.

### **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 Provider's proposal, and any other mutually agreed upon terms.

### **5.2 Order of Precedence**

The successful Provider's proposal, this RFP, and other applicable addenda 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 two (2) additional one (1) year optional renewal periods. Contract renewal and any proposed renewal year rate increase (up to three per cent (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. HCJFS will use its best efforts to make payment within 30 days of receipt of timely and accurate invoices and required documentation.

**See Attachment B for a sample Provider Contract for minimum contractual requirements of all HCJFS Providers. HCJFS reserves the right to add or delete contract language to meet program 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 providers 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 Provider 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 Provider(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 NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES**

Provider 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. Provider 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.

Provider 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.



## 5.6 Insurance

Provider 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 Provider's products or services as described in the contract; auto liability; professional liability (errors and omissions) and umbrella/excess insurance. Further, Provider agrees to procure and maintain for the duration of any contract Workers' Compensation. The cost of all insurance shall be borne by Provider. 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. Provider 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).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

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. If the Contract contemplates the transportation of the users of Hamilton County services (such as but not limited to HCJFS clients) "Clients" and the Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employee's POV insurance and provide coverage above

its employee's POV coverage. The Provider 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 (or equivalent) 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 Provider 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.

Provider 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.

Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider 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 Provider provides insurance coverage under a "claims-made" basis, Provider 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 Provider was under Contract with the County on behalf of HCJFS.

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

Provider, 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.

Provider'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 Provider'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, Provider will ensure that any and all subcontractors comply with all insurance requirements contained herein.

### **5.7 Declaration of Property Tax Delinquency**

As part of the submitted proposal, Provider will include a notarized Declaration of Property Tax Delinquency form, Attachment E, which states the Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider 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.

### **5.8 Campaign Contribution Declaration**

As part of the submitted proposal, Provider will include the applicable notarized Affidavit in Compliance with ORC 3517.13 (Campaign Contribution Declaration – Amended Substitute House Bill 694 (“HB 694”)), Attachment G. 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 Providers 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.

## **5.9 Terrorist Declaration**

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

## **5.10 Other Program Requirements**

Provider agrees to comply with the provisions of the OAC 5101:2-9 et seq., that relate to the operation, safety and maintenance of facilities. In particular, Provider agrees not to maintain nor permit any person to bear any explosives, pyrotechnics, firearms, chemical weapons, or other similar devices or substances anywhere in or on the grounds of the facility.