June 4, 2013

Dear Provider:

Hamilton County Department of Job and Family Services (HCJFS), Children’s Service Division is seeking a provider to conduct Substance Abuse Testing on adult and minor individuals referred by Children’s Services.

Attached is the Request for Quote which identifies the service needs and specifications. Also, attached are forms to be submitted with your bid. Please review the Request for Quote to determine if this is a service you may be interested in providing.

Questions regarding this Quote should be received no later than 12:00 p.m. Tuesday, June 11, 2013. Responses should be received no later than 1:00 pm Tuesday, June 18, 2013.

Responses may be faxed, emailed, or mailed to the attention of:

Sandra Carson
Fax: 513-946-2384
Email: carsoso1@jfs.hamilton-co.org

Address: Hamilton County Job & Family Services
     Attn: Sandra Carson
     Contract Services 3rd Floor
     222 E. Central Parkway
     Cincinnati, OH 45202

Thank you for your consideration of this matter and I look forward to receiving a response from you.

Sincerely,

Sandra Carson
Contract Manager
REQUEST FOR QUOTE

SUBSTANCE ABUSE TESTING

REQUIREMENTS AND SPECIFICATIONS

SCOPE OF SERVICE

The Hamilton County Department of Job and Family Services (HCJFS) is seeking proposals for the purchase of substance abuse testing on adult and minor individuals referred by HCJFS, Children’s Services. All tests and confirmations will be performed on state of the art equipment by experienced staff. The analytical methods used for the detection of drugs of abuse should be scientifically accepted and approved by the appropriate state and/or federal licensing entity. In addition, substance abuse testing must be legally defensible.

REQUIREMENTS

Provider must have adequate capacity to accommodate number of referrals. Approximately 1200 specimens were collected and tested during the 2011 – 2012 contract period. The number of referrals, no show rate, and number of tests conducted are not guaranteed and may change.

Substance abuse tests will be scheduled within three (3) business days of the receipt of the referral from HCJFS. Results must be provided to HCJFS within three (3) business days of specimen collection. Toxicology levels must be provided upon request.

Provider must be able to provide observed urine testing and other alternate testing options such as breathalyzer, blood or hair testing.

QUALIFICATIONS

Provider must submit the following:

1. Submit a copy of all required licensures from any state and/or federal entity;

2. Submit a copy of any accreditations held by your agency; and

3. Submit details of your staff’s qualifications to conduct substance abuse testing.
TESTING METHODOLOGY

Provider must provide the following information:

1. Detail your procedures to ensure specimen integrity, validity of testing, and how you ensure the chain of custody is maintained.

2. Detail what substances the testing will identify. Testing, at a minimum, must identify the following substances: Alcohol, Amphetamine, Barbiturates, Benzodiazepines, Cocaine, Ecstasy, Marijuana, Methadone, Opiates, Phencyclidine, Propoxyphene, and Tricyclic Antidepressants.

3. In addition to the basic testing described above, if there are additional substances Provider can test for please list those substances and the additional cost, if any, for each.

4. Other than urine specimen collection, are there alternative testing methods used by your agency (i.e. breathalyzer, blood, hair)? If yes, detail what substances can be identified using these testing methods, the cost of the testing, and the benefit of using these alternative testing methods.

CAPACITY

Provider must provide the following:

1. Describe in detail your current capacity and how it will address the increased capacity if awarded a contract with HCJFS;

2. Describe the geographic area Provider serves; and

3. Describe how Provider will respond to emergency and same day requests.

LOCATION/ FACILITY

Provider must describe the following:

1. Describe where Provider’s facility(ies) is located.

2. Describe where substance abuse testing is performed.
3. Describe agency’s hours of operation and if you operate outside of the hours of Monday -Friday 8 a.m. to 5 p.m.

4. Describe whether the facility’s location is on or near a bus line.

5. Describe your accommodations for individuals with disabilities and handicapped accessibility.

6. Describe your accommodations for individuals for whom English is a second language.

**COST**

HCJFS will only pay for pre-authorized clients that complete substance abuse testing with usable results. Please provide a unit cost of each substance abuse test.

**CONTRACT ISSUES**

The contract term would be one year with a one year optional renewal.

**QUESTIONS**

Questions regarding this quote must be e-mailed to Sandra Carson, carsos01@jfs.hamilton-co.org no later than noon by June 11, 2013. Questions will also be posted on HCJFS’ website at www.hcjfs.hamilton-co.org (select Partners & Procurement and then Request for Quotes).

**BID SUBMISSION**

Please submit bid no later than 1:00 p.m. EST June 18, 2013 one of the following ways:

1) Fax:
   Attention: Sandra Carson
   Fax # 513-946-2384

2) E-mail:
   Sandra Carson
   carsos01@jfs.hamilton-co.org
3) Mail:
Hamilton County Job & Family Services
Attention: Sandra Carson – Contract Services 3rd Floor
222 East Central Parkway
Cincinnati, Ohio 45202
# Substance Abuse Screening Services Cost Sheet

<table>
<thead>
<tr>
<th>Description</th>
<th>One Year Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substance Abuse testing on adult and minor individuals Service Unit Rate</td>
<td></td>
</tr>
<tr>
<td>Alcohol Testing</td>
<td></td>
</tr>
<tr>
<td>Amphetamine Testing</td>
<td></td>
</tr>
<tr>
<td>Barbiturates Testing</td>
<td></td>
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<tr>
<td>Benzodiazepines Testing</td>
<td></td>
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<tr>
<td>Cocaine Testing</td>
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<tr>
<td>Ecstasy</td>
<td></td>
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<tr>
<td>Methadone Testing</td>
<td></td>
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<tr>
<td>Opiates Testing</td>
<td></td>
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<tr>
<td>Phencyclidine Testing</td>
<td></td>
</tr>
<tr>
<td>Propoxyphene Testing</td>
<td></td>
</tr>
<tr>
<td>Tricyclic Antidepressants Testing</td>
<td></td>
</tr>
<tr>
<td>Marijuana Testing</td>
<td></td>
</tr>
<tr>
<td>Other Testing</td>
<td></td>
</tr>
</tbody>
</table>
HAMILTON COUNTY
DEPARTMENT OF JOB & FAMILY SERVICES
PURCHASE OF SERVICE CONTRACT

This Contract is entered into on ______________________ between the Board of County Commissioners of Hamilton County, Ohio through the Hamilton County Department of Job & Family Services (Hereinafter”HCJFS”) and Name of organization, (Hereinafter “Provider”) doing business as enter only if different name, with an office at Name and Street address, Cincinnati, Ohio, 452XX, whose telephone number is (513) XXX-XXXX, for the purchase of Substance Abuse Screening (the “Contract”).

1. TERM

SELECT ONE

This Contract will be effective from MM/DD/YYYY through MM/DD/YYYY (the “Initial Term”) inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of the Contract can not exceed $000,000.00 over the life of this Contract.

This contract was procured via Price Solicitation.

The anticipated expenditure for the period Month/day, 201_ to Month/day, 201_ is $XX, 000.00 and for the period Month/day, 201_ to Month/day, 201_ is $XX, XXX.00 XX.00.

2. SCOPE OF SERVICE

(IF EXHIBITS NOT ATTACHED)
Subject to terms and conditions set forth in this Contract, Provider agrees to

(Begin description here)

(IF EXHIBITS ATTACHED USE FOLLOWING LANGUAGE)

A. EXHIBITS
Subject to terms and conditions set forth in this Contract and the attached exhibits, Provider agrees to perform substance abuse screening services for individuals referred by HCJFS (the “Consumer”) as more particularly described in Exhibit I, (individually, the “Service”, collectively the “Services”). The parties agree that a billable unit of service is defined in Exhibit I – Scope of Work. The following exhibits are deemed to be a part of this Contract as if fully set forth herein:

1. Ex Exhibit I – Bid Quote
2. Exhibit II – Provider’s Bid
3. Exhibit III – Screening and Selection Release of Information
4. Exhibit IV - Declaration of Property Tax Delinquency

(Delete 1 if not appropriate. Delete 3 and 4 if this contract is not resulting from an RFP. Delete 5, 6, and 7 if this contract is resulting from an RFP.)

3. CONSUMER AUTHORIZATIONS

A. Form of Consumer Authorizations

Provider agrees that it will only provide Services to Consumers for whom it has obtained a written pre-authorization from HCJFS (the “Consumer Authorization”). Provider agrees it will give HCJFS thirty (30) days prior written notice before terminating any Consumer currently enrolled with such Provider or on temporary leave.

B. Reimbursement for Services

HCJFS will not reimburse for any Service: 1) not authorized via a Consumer Authorization; 2) exceeding the total authorized Units of Service set forth on the Consumer Authorization; or 3) exceeding the total dollar amount set forth on the Consumer Authorization.

It is the responsibility of Provider to monitor the Units of Service set forth on each Consumer Authorization. Provider agrees that it will not receive payment for any Service exceeding a Consumer Authorization or for which no Consumer
Authorization has been issued. Provider is responsible for requesting additional Consumer Authorizations prior to the time such additional Services are rendered.

4. BILLING AND PAYMENT

A. Unit Rate Calculation

Provider warrants and represents that the Budget, Exhibit II, submitted as a part of its Proposal, Exhibit IV, is based upon current financial information and projections and includes all categories of costs needed to calculate the cost of a Unit of Service (the “Unit Rate”) and that all revenue sources available to Provider to serve Consumers have been detailed in the Budget, Exhibit II, and utilized, where possible, to reduce the Unit Rate.

Provider warrants and represents the following costs are not included in the Budget and these costs will not be included in any invoice submitted for payment: 1) the 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 uncollectible accounts and other claims and related costs; 3) cost of prohibited activities from Section 501(c)(3) of the Internal Revenue Code; 4) contributions to a contingency reserve or any similar provision for unforeseen events; 5) contributions, donations or any outlay of cash with no prospective benefit to the facility or program; 6) entertainment costs for amusements, social activities and related costs for persons other than Consumers; 7) costs of alcoholic beverages; 8) goods or services for personal use; 9) fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; 10) gains and losses on disposition or impairment of depreciable or capital assets; 11) cost of depreciation on idle facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit’s own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code (“OAC”); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund-raising; 20) costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments; 21) 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; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through the lack of available insurance coverage.

5. **BILLING AND PAYMENT**

A. Rates of Payment – HCJFS agrees to compensate Provider according to the following rate scale for each completed substance abuse screening for each Consumer referred by HCJFS with the exception of Gas Chromatography/Mass Spectrophotometry (GC/MS) confirmation testing.

<table>
<thead>
<tr>
<th>Testing of:</th>
<th>Cost:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Substance Abuse Screening</td>
<td>$_____ per screening</td>
</tr>
<tr>
<td>(as described in Section 2)</td>
<td></td>
</tr>
<tr>
<td>If 1 substance of abuse tested</td>
<td>$_____ per test</td>
</tr>
<tr>
<td>If 2 substances of abuse are tested</td>
<td>$_____ per substance test</td>
</tr>
<tr>
<td>If 3 or more substances of abuse are tested</td>
<td>$_____ per substance test</td>
</tr>
</tbody>
</table>

Each completed GC/MS confirmation test completed by Provider will be compensated in the amount of $_______ per test. A billable unit of service is defined as a completed substance abuse screening test or a completed GC/MS confirmation test.

1. Within thirty (30) days of the end of the service month, Provider shall send an invoice to HCJFS. Provider shall make all reasonable efforts to include all Service provided during the service month on the invoice. Separate invoices must be provided for each service month. All invoices must include the following information:
a. Provider’s name, address, telephone number, fax number, and vendor number;
b. The number of Units of Service supplied by Provider multiplied by the Unit Rate for such Service;
c. Billing date and service dates;
d. Consumer’s name, case number and Person ID;
e. Purchase order number; and

2. HCJFS will not pay for any Service if: a) the invoice for such Service is submitted to HCJFS more than sixty (60) calendar days from the end of the service month in which the Service was performed; unless timely issuance of authorizations does not permit Provider the ability to submit the invoice timely. It is the responsibility of the Provider to request special consideration and documentation with their invoice if authorizations were not submitted timely by HCJFS, or b) the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the sixty (60) day period beginning at the end of the service month in which the Service was performed.

Provider will not be granted an extension of time to correct timely, but incomplete or inaccurate invoices.

3. HCJFS will make every reasonable effort to pay timely and accurate invoices within thirty (30) calendar days of receipt for all invoices received in accordance with the terms of this Contract. Notwithstanding any other provision of this Contract to the contrary, HCJFS will only pay for Services for which a Consumer Authorization was issued.

B. Miscellaneous Payment Provisions

1. Additional Payment

The compensation paid pursuant to this Contract shall be payment in full for any Service rendered pursuant to this Contract. No fees or costs shall be charged without prior written approval of HCJFS.
(OR use language below if more appropriate)

Provider may charge additional fees to the consumer for the contracted service based on the sliding fee schedule, Exhibit nn. Provider warrants the consumer will sign a fee agreement, acknowledging the consumer’s acceptance of and agreement to pay the fee. The signed fee agreement must be maintained in the individual consumer records and made available to HCJFS for review.

2. Duplicate Payment

Provider warrants and represents claims made to HCJFS for payment for Services provided shall be for actual Services rendered to Consumers and do not duplicate claims made by Provider to other sources of public funds for the same service.

(Delete if PRC funding will never be used)

E. Provider will use the INVOICE & MONTHLY SUMMARY OF SERVICES PREVENTION, RETENTION, CONTINGENCY form (Exhibit nn) to invoice for services provided to PRC consumers and for documenting state reporting requirements of the PRC program. Provider will follow the instructions as outlined in Exhibit nn.

Select appropriate Eligibility clause

6. ELIGIBILITY FOR SERVICES

Service is to be provided only for referrals made to the Provider by HCJFS on behalf of a HCJFS Consumer.

OR

5. ELIGIBILITY FOR PRC SERVICES

A. PRC Eligibility Criteria:
1. The assistance group (AG) is defined as a parent or parent and their children under the age of 18 (or under age 19 but still enrolled in high school). There must be at least one (1) such child. AG members must reside together and all must be residents of Hamilton County.

2. Ineligible individuals (as defined in County PRC Plan Section 6142) are not included in calculating the AG size but their income is counted.

3. The total gross monthly income of all AG members is compared with a need standard as indicated on the Application – Prevention, Retention and Contingency (PRC) Program (Exhibit nn). If the income is less than the need standard, the AG is eligible for this program.

4. Liquid resources are not included in the calculation.

B. Application Processing: The application process will be administered by Provider, and documentation of eligibility will be Provider’s responsibility. In order to be determined PRC eligible, the applicant must have answered “yes” to all application questions and fall within the appropriated federal poverty guidelines.

1. The PRC applicant must complete, sign and date the application form (Exhibit nn).

2. The verification of all eligibility factors is accomplished through the written declaration of the applicant.

3. Provider makes the eligibility determination and records it on the application form.

4. Applicants will be issued a written notice by Provider indicating either approval or denial of service. Provider shall use the Notice of Action Taken on Your Application for the Prevention, Retention and Contingency (PRC) Program (Exhibit nn). If denied service, the reason shall be stated on the notice. A copy of the notice must be maintained with the PRC application.

7. NO ASSURANCES
Provider acknowledges that, by entering into this Contract, HCJFS is not making any guarantees or other assurances as to the extent, if any, that HCJFS will utilize Provider’s services or purchase its goods. In this same regard, this Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties, assuming the contractual work in no way impedes Provider’s ability to perform the services required under this Contract. Provider 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 provide the goods or perform the services under this Contract.

7. **AVAILABILITY OF FUNDS**

This Contract is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Contract. By sole determination of HCJFS, if funds are not sufficiently allocated or available for the provision of the services performed by Provider hereunder, HCJFS reserves the right to exercise one of the following alternatives:

1. Reduce the utilization of the services provided under this Contract, without change to the terms and conditions of the Contract; or

2. Issue a notice of intent to terminate the Contract.

HCJFS will notify Provider at the earliest possible time of such decision. No penalty shall accrue to HCJFS in the event either of these provisions is exercised. HCJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

8. **TERMINATION**

A. Termination for Convenience

1. By HCJFS

   This Contract may be terminated by HCJFS upon notice, in writing, delivered upon the Provider thirty (30) calendar days prior to the effective date of termination.
2. By Provider

This Contract may be terminated by Provider upon notice, in writing, delivered upon HCJFS thirty (30) calendar days prior to the effective date of termination.

*Discuss with supervisor. Consider these factors in deciding on the time frame for Provider’s notice of termination to HCJFS:*

- **Complexity of service provided by Provider and time necessary for putting replacement in place.**
- **If service requires ITB/RFP, consider the amount of time necessary for completion of the ITB/RFP process to put replacement in place.**
- **Consider if the contract should be silent on the issue and omit altogether.**

B. Termination for Cause by HCJFS

If Provider fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Provider otherwise materially breaches this Contract, HCJFS may consider Provider in default. HCJFS agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider 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 Provider fails to submit such plan or HCJFS disapproves such plan, HCJFS has the option to immediately terminate this Contract upon written notice to Provider.

If Provider fails to cure the default in accordance with an approved plan, then HCJFS may terminate this Contract at the end of the thirty (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 Contract and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Contract 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 Contract.

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 of 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 Provider.

C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for any invoices that have been issued in accordance with this Contract for 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 Provider.

2. Provider, upon receipt of notice of termination, agrees to 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. Provider shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Provider. HCJFS may withhold any compensation to Provider for the purpose of off-set until such time as the amount of damages due HCJFS from Provider is agreed upon or otherwise determined.

9. 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. Provider 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 Provider’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; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

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

10. GOOD FAITH EFFORT

In the event of termination of this Contract, both parties agree to work cooperatively and use their best efforts to minimize any adverse affects of such termination on the Consumers.

11. DISPUTE RESOLUTION

The parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Either party may bring any dispute forward to the other in form of a written notice of dispute (the “Notice of Dispute”). The Notice of Dispute shall state the facts surrounding the claim, together with its character and scope and include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of both parties. The Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows:

A maximum of twenty (20) working days is allowed at each of Step 1 and Step 2 (unless extended in writing by both parties) before the dispute resolution procedure is automatically elevated to the next higher step. Step 1 representatives are as follows:

Representative for HCJFS: HCJFS’ Contract Manager
Representative for Provider: Provider’s Project Manager

If an agreement cannot be reached during Step 1, the grieving party may elevate the dispute to Step 2 using the following representatives:
Representative for HCJFS: Unit Supervisor for Contract Services
Representative for Provider: Provider’s Project Manager

If an agreement cannot be reached during Step 2, the grieving party may elevate the dispute to Step 3 using the following representatives:

Representative for HCJFS: Contract Services’ Director
Representative for Provider: ___________________________

All representatives shall communicate with each other to readily resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

12. WARRANTIES AND REPRESENTATIONS

A. Provider warrants and represents that, at all times during the Contract term, Provider shall maintain all required licensure or certifications in good standing. Provider additionally shall immediately notify HCJFS of any action, modification or issue relating to said licensure or certification.

B. Provider warrants and represents that its Services shall be performed in a professional and work like manner in accordance with applicable professional standards.

C. Provider warrants and represents that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal, state and local laws and regulations, including but not limited to Office of Management and Budget Circular A-133, 2 C.F.R. Part 215, 2 C.F.R. Part 220, 2 C.F.R. Part 225, 2 C.F.R. Part 230, ORC statutes and OAC rules, and the statutes and rules of Provider’s home state in the conduct of work hereunder.

D. Provider warrants and represents all other sources of revenue have been actively pursued prior to billing HCJFS for Services, including but not limited to, third party insurance, Medicaid, and any other source of local, state or federal revenue. All revenue sources currently accessed by Provider and available to serve the consumers identified in the
Scope of Service shall be listed in the budget and utilized, where permissible, to reduce the cost of the contracted service to HCJFS.

E. Provider warrants and represents that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and will be maintained for the revenue and expenses of this program.

F. Provider warrants and represents that it will be responsible for the payment of any and all unemployment compensation premiums, income tax deductions, pension deductions, and any other taxes or payroll deductions required for the performance of the Services by Provider’s employees.

13. QUALITY REVIEW

Provider agrees to participate in and comply with the requirements of HCJFS utilization review, quality management and credentialing and re-credentialing programs and to observe and comply with all other protocols, policies, guidelines and programs established by HCJFS.

14. MAINTENANCE OF SERVICE

Provider certifies the Services being reimbursed are not available from the Provider on a non-reimbursable basis or for less than the Unit Rate and that the level of service existing prior to the Contract, if applicable, shall be maintained. Provider further certifies federal funds will not be used to supplant non-federal funds for the same service.

15. REPORTS

A. Provider agrees to report all cases of suspected abuse, neglect or dependency to HCJFS through (513) 241-KIDS, the child welfare hotline for HCJFS. Provider agrees to cooperate and assist in any investigation and follow-up activities occurring in relation to such cases.

B. The monthly contract program financial report shall be submitted to HCJFS Contract Services Section no later than forty-five (45) days after the end of the service month.

C. HCJFS reserves the right to request additional reports at any time during the Contract
period. It is the responsibility of Provider to furnish HCJFS with such reports as requested. HCJFS may exercise this right without a Contract amendment.

D. HCJFS reserves the right to withhold payment until such time as all required reports are received.

16. GRIEVANCE PROCESS

Provider will post its grievance policy and procedures in a public or common area at each contracted site so all Consumers and representatives are able to observe this policy. Provider will notify HCJFS in writing on a monthly basis of all grievances initiated by Consumers or their representatives involving the services. Provider shall submit any facts pertaining to the grievance and the resolution of the grievance to HCJFS Contract Manager, no less frequently than monthly.

17. NON-DISCRIMINATION IN EMPLOYMENT

Provider 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 the Ohio Civil Rights Law.

During the performance of this Contract, Provider 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. Provider 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. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Provider complies with all applicable federal, state and local non-discrimination laws and regulations.
Provider, or any person claiming through the Provider, 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 Provider.

18. 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 thereunder. 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, 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 Provider provides assistance to LEP Consumers through the use of an oral or written translator or interpretation services in compliance with this requirement, Consumers shall not be required to pay for such assistance.

19. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to ORC Chapter 5107 and 5108, the Prevention, Retention, and Contingency Program, Provider agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works First Program. Provider 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.

20. SOLICITATION OF EMPLOYEES

Provider and HCJFS warrant that for one (1) calendar year from the beginning date of this Contract, Provider and HCJFS will not solicit each other’s employees for employment. The term “Provider” includes any agent or representative of the Provider.

21. RELATIONSHIP
Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with Provider in the conduct of the provisions of this Contract. Provider 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 BOCC.

22. **CONFLICT OF INTEREST**

Provider agrees there is no financial interest involved on the part of any employee or officer of HCJFS or the County involved in the development of the specifications or the negotiation of this Contract. Provider has no knowledge of any situation that would be a conflict of interest. It is understood 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.

Provider will report the discovery of any potential conflict of interest to HCJFS. If a conflict of interest is discovered during the term of this Contract, HCJFS may exercise any right under the Contract, including termination of the Contract.

23. **DISCLOSURE**

Provider hereby covenants it has disclosed any information that it possesses about any business relationship or financial interest said Provider has with a County employee, employee’s business, or any business relationship or financial interest a County employee has with Provider or in Provider’s business.

24. **CONFIDENTIALITY**

Provider agrees to comply with all federal and state laws applicable to HCJFS and the confidentiality of HCJFS Consumers. Provider understands access to the identities of any HCJFS Consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. Provider 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. Provider will ensure all Consumer documentation is protected and maintained in a secure and safe manner.

25. **PUBLIC RECORDS**
This Contract is a matter of public record under the Ohio public records law. By entering into this Contract, Provider acknowledges and understands that records maintained by Provider pursuant to this Contract may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, HCJFS shall make available the Contract and all public records generated as a result of this Contract.

26. AVAILABILITY AND RETENTION OF RECORDS

A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, consumer records and documentation of legal compliance with OAC rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and consumer used by Provider in the performance of this Contract shall be maintained for a minimum of three (3) years. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, 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, Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

B. Provider agrees 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.

C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles and OAC 5101:2-47-26.1.

D. Records must be maintained for all Services provided by this Contract and all the expenses incurred in the operation of the programs described herein. Services provided and expenses incurred without proper documentation will not be reimbursed, and
overpayments will be recovered through the audit process. Proper documentation of Service provided is defined as a personal record of Service maintained by Provider staff that details the Service(s) provided to or on behalf of a Consumer, with the beginning and ending time(s) of the Service(s).

27. **AUDIT REQUIREMENTS**

A. Provider shall conduct or cause to be conducted an annual independent audit of its financial statements in accordance with the audit requirements of ORC Chapter 117. Audits will be conducted using a “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.

B. Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception or finding, related to the provision of Service under this Contract. Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider may be asked to sign a Repayment Agreement with HCJFS. Provider agrees 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. If repayments are not made according to the agreed upon terms, future checks may be held until the repayment of funds is current. Checks held more than sixty (60) days may be canceled and may not be re-issued. 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. Any change to the Repayment Agreement will require a formal amendment to be signed by all parties.

C. Provider agrees to give HCJFS a copy of Provider’s most recent annual report, most recent annual independent audit report and any report associated management letters within fifteen (15) days of receipt of such reports.

D. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. Provider 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.

E. HCJFS reserves the right to evaluate programs of Provider and its subcontractors. The evaluation may include, but is not limited to reviewing records, observing programs, and interviewing program employees and Consumers. HCJFS shall not be responsible for costs incurred by Provider for these evaluations.

28. DEBARMENT AND SUSPENSION

Provider will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of Provider being imposed or contemplated by the federal, state or local government agency. Provider will immediately notify HCJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

29. DEBT CHECK PROVISION

The Debt Check Provision, ORC 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 whom 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, Provider warrants and represents a finding for recovery has not been issued to the Ohio Auditor of State. Provider further warrants and represents Provider shall notify HCJFS within one (1) business day should a finding for recovery occur during any term of the Contract.

30. CORRECTIVE ACTION PLANS

Provider agrees to notify HCJFS immediately of any Corrective Action Plan (“CAP”) issued from any state or other county agency regarding the services provided pursuant to this Contract. HCJFS may withhold Consumer Authorizations or immediately terminate this Contract, upon written notice, if Provider fails to comply with any state or county CAP. HCJFS will send written notice to the Provider in the event Consumer authorizations are being withheld. Upon request, Provider shall meet with HCJFS staff in a timely manner to provide a written plan detailing how it will respond to any CAP. Provider will also keep HCJFS informed of the current status regarding a CAP.
31. PROPERTY OF HAMILTON COUNTY

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 Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a “work made for hire,” or if there are any rights in the Deliverables not so conveyed to HCJFS, then Provider agrees to and by executing this Contract hereby does assign to HCJFS all worldwide rights, title, and interest in and to the Deliverables. HCJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect Provider’s right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

Any Deliverable provided or produced by Provider 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. Provider will not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for HCJFS and Provider to use such copyrighted matter in the manner provided herein. Provider 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 exempt from disclosure.

32. INSURANCE

Provider agrees to procure and maintain for the term of this Contract the insurance set forth herein. 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:

A. 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:

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).

(The following amounts for physical and sexual abuse may be modified, with supervisory approval, if provider can document efforts to unsuccessfully obtain the $300,000 level.)

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.

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. If the Contract contemplates the transportation of the users of Hamilton County services (such as but not limited to HCJFS consumers) “Consumers” and 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 employees “POV” insurance and provide coverage above its employee’s “POV” coverage. Provider 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 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.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Bidder purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

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

F. The Provider further agrees with the following provisions:

1. All policies, except workers’ compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers. The additional insured endorsement shall be on an ACORD or ISO form.

2. The insurance endorsement forms and the certificate of insurance forms will be sent to: Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: “Board of County Commissioners, 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.”

3. 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, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
4. 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.

Failure of HCJFS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of HCJFS to identify a deficiency from evidence provided shall not be construed as a waiver of Provider’s obligation to maintain such insurance.

5. 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.

6. 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.

7. 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 contracts, similar waivers each in favor of all parties enumerated in this section.

8. 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.

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

10. 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.

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

33. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the County, 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 (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, the performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider’s or its subcontractor’s (s’) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. Provider 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. RESERVED
35. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this Contract may fall within the public domain, Provider 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 Provider 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 Provider’s performance under the Contract. Except where HCJFS approval has been granted in advance, Provider 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 Provider 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, Provider agrees to notify the HCJFS Communications Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Provider from using Contract information and results to market to specific consumers or prospects.

36. MARKETING

Any program description intended for internal or external use shall contain a statement that funding for such program is provided by the Board of County Commissioners, Hamilton County, Ohio on behalf of the Hamilton County Department of Job and Family Services.

37. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider’s employees meet child support obligations established under state or federal law. Further, by executing this Contract, Provider 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 ORC Chapters 3119, 3121, 3123, and 3125.
38. **HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

Provider agrees to comply with all Health Insurance Portability and Accessibility Act ("HIPAA") requirements and meet all HIPAA compliance dates.


(To be used only for adoptive and placement services, and recruitment services for adoptive and foster parents)

Provider shall comply with Title VI of the Civil rights Act of 1964 and Section 1808 of the Small Business Jobs Protection act of 1996, including all rules, guidelines and memorandums issued by federal and state authorities concerning these laws. The contractor shall not:

A. deny to any individual the opportunity to become an adoptive or foster parent, on the basis of race, color or national origin of the individual, or of the child involved; or

B. delay or deny placement of a child for adoption or foster care on the basis of race, color or the national origin of the adoptive or foster parent, or the child involved.

Provider agrees to hold harmless and indemnify Hamilton County, the Hamilton County Department of Job & Family Services and any employee of the Hamilton County Department of Job & Family Services for any violations of the Title VI or Section 1808 caused by or attributable to the acts of the contractor or any employee or agent of Provider.

40. **SCREENING AND SELECTION**

A. **Criminal Record Check**

Provider warrants and represents it will comply with ORC 2151.86 and will 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 (or appropriate local Police and Sheriff’s Offices) and any additional law enforcement or police department necessary to conduct a complete criminal record check
of each individual providing services. Individual’s record checks must be monitored annually thereafter. Annual checks may be completed via an HCJFS approved record search company or directly with appropriate local Police and Sheriff’s Offices. Provider shall insure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit nn 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 or transport 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.

Except as provided in Section C below, 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.

B. Bureau of Motor Vehicle Transcript

Any individual transporting Consumers shall possess the following qualifications:

1. prior to allowing an individual to transport a Consumer, an initial satisfactory Bureau of Motor Vehicle (“BMV”) transcript from the State of Ohio (or the state the provider conducts it business) and, if applicable, from the individual’s state of residence must be obtained; and

2. thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the provider conducts it business) and, if applicable, from the individual’s state of residence; and

3. a current and valid driver’s license must be maintained.

In addition to the requirements set forth above, Provider will not permit any individual to transport a Consumer if:

1. the individual has a condition which would affect safe operation of a motor vehicle;

2. the individual has six (6) or more points on his/her driver’s license; or

3. the individual has been convicted of driving while under the influence of alcohol or drugs.
C. Rehabilitation

Notwithstanding the above, Provider may make a request to HCJFS to utilize an individual if Provider believes the individual has met the rehabilitative standards of Ohio Administrative Code Section 5101 as follows:

1. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver’s household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.

2. If the Provider is seeking rehabilitation for any other individual serving HCJFS Consumers, Provider must provide written verification from the individual that the rehabilitative conditions of OAC 5101:2-5-09 have been met.

HCJFS will review the facts presented and may allow the individual to work with, volunteer with or transport HCJFS Consumers on a case-by-case basis. It is HCJFS’ sole discretion to permit a rehabilitated individual to work with, volunteer with or transport our Consumers.

D. Verification of Job or Volunteer Application

Provider will check and document each applicant’s personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual to provide Services in relation to this Contract unless it has received satisfactory employment references, work history, relevant experience, and training information.

41. LOBBYING

During the life of this Contract, Provider warrants and represents that Provider 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, office 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. Provider
further warrants and represents that Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of this Contract. If Provider fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate this Contract.

42. **DRUG-FREE WORKPLACE**

Provider certifies and affirms Provider will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 76, Subpart F. Provider will make a good faith effort to ensure 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.

43. **FAITH BASED ORGANIZATIONS**

Provider agrees it will perform the Services under this Contract in compliance with Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 in a manner that will ensure the religious freedom of Consumers is not diminished and it will not discriminate against any Consumer based on religion, 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 Provider. If any Consumer objects to the religious character of the organization, Provider will immediately notify HCJFS.

44. **CONSUMER EDUCATION & HEALTH INFORMATION DOCUMENTATION**

Provider agrees to comply with the provisions of the OAC related to the provision and documentation of comprehensive health care for children in placement. Such provisions include but are not limited to OAC 5101:2-42-66.1 and 5101:2-42-66.2. A copy of all health care documentation shall be maintained in Consumer’s case file and supplied to HCJFS upon receipt by the Provider.

Provider further agrees to assist HCJFS in securing and maintaining the educational and school enrollment documentation required by OAC 5101:2-39-08.2.

45. **CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT**
Provider 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. 1368), Executive Order 11738, and any applicable environmental protection agency regulation. Provider 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. 1368), Executive Order 11738, and any applicable environmental protection agency regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

46. **ENERGY POLICY AND CONSERVATION ACT**

Provider agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency that 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).

47. **MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

(This section applies if contract value is $100,000 or more and the Contract is not resulting from an RFP.)

In accordance with ORC 2909.32(A)(2)(b), Provider 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.

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

(This section applies if contract value is $100,000 or more and the Contract is resulting from an RFP.)

As part of its submitted Proposal and in accordance with ORC 2909.32(A)(2)(b), Provider completed the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, attached hereto and incorporated herein as Attachment G to Exhibit IV, Provider’s
Proposal. 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.

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

48. DECLARATION OF PROPERTY TAX DELINQUENCY

(This language only used if the Contract is not resulting from an RFP)

Provider shall complete a notarized Declaration of Property Tax Delinquency form, 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 indicated 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 be attached hereto and incorporated herein by reference as Exhibit nn.

Provider further agrees it will complete a notarized Declaration of Property Tax Delinquency form prior to the commencement of any renewal term. Provider understands and agrees that payment will be withheld for any services rendered during such renewal term until this requirement has been met.

(This language only used if this Contract is resulting from an RFP)

As part of its submitted proposal, Provider completed a notarized Declaration of Property Tax Delinquency form, 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 indicated any delinquent taxes, a copy of the notarized form has been transmitted to the county treasurer within thirty (30) days of the date it was submitted. A copy of the notarized form shall be attached hereto and incorporated herein by reference as Attachment F to Exhibit IV, Provider’s Proposal.

Provider further agrees it will complete a notarized Declaration of Property Tax Delinquency form prior to the commencement of any renewal term. Provider understands and agrees that
payment will be withheld for any Services rendered during such renewal term until this requirement has been met.

49. **ASSIGNMENT AND SUBCONTRACTING**

The parties expressly agree this Contract shall not be assigned by Provider without the prior written approval of HCJFS. Provider may not subcontract any of the Services agreed to in this Contract without the express written consent of HCJFS. Notwithstanding any other provisions of this Contract affording Provider an opportunity to cure a breach, Provider 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 prior written notice.

All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider agrees it will remain primarily liable for the provision of all Services under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract, including, but not limited to reporting requirements, are being met. Provider must notify HCJFS within one (1) business day when Provider knows or should have known the subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor’s Contract with Provider is terminated. Provider shall provide HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider 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. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

50. **GOVERNING LAW**

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

51. **LEGAL ACTION**

Any legal action brought pursuant to the Contract will be filed in Hamilton County, Ohio courts under Ohio law.
52. INTEGRATION AND MODIFICATION

This instrument embodies the entire Contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and 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.

Provider acknowledges and agrees that only staff from the HCJFS Contract Services Section may implement written Contract changes. In no event will an oral agreement with HCJFS be recognized as a legal and binding change to the Contract.

53. 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.

54. AMENDMENT

This writing constitutes the entire Contract between Provider and HCJFS with respect to the Services. This Contract may be amended only in writing. Notwithstanding the above, the parties agree that amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Provider and HCJFS and effective as of the date of enactment of the law, statute, or regulation.

55. 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.
56. **NO ADDITIONAL WAIVER IMPLIED**

If HCJFS or Provider 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.

57. **CONTRACT CLOSEOUT**

At the discretion of HCJFS, a Contract Closeout may occur within ninety (90) days after the completion of all contractual terms and conditions. The purpose of the Contract Closeout is to verify that 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.

58. **NON-EXCLUSIVE**

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

59. **CONTACT INFORMATION**

**A. HCJFS Contacts** - Provider should contact the following HCJFS staff with questions:

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone</th>
<th>Facsimile</th>
<th>Department</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(513) 946-</td>
<td>(513) 946-2384</td>
<td>Contract Services</td>
<td>contract changes, contract language</td>
</tr>
<tr>
<td></td>
<td>(513) 946-</td>
<td>(513) 946-</td>
<td>Program Management</td>
<td>service point of contact, service authorization, invoice review</td>
</tr>
<tr>
<td></td>
<td>(513) 946-</td>
<td>(513) 946-</td>
<td>Fiscal</td>
<td>billing &amp; payment, invoice processing</td>
</tr>
</tbody>
</table>

**B. Provider Contacts** - HCJFS should contact the following Provider staff with any questions:

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone</th>
<th>Facsimile</th>
<th>Department</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Business Management</td>
<td></td>
<td></td>
<td>contract changes, contract language</td>
</tr>
<tr>
<td>Program Management</td>
<td>service point of contact, service referral contact</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Use this signature page if being sent to the Prosecutor’s office and requiring BOCC Signature

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

SIGNATURES

In witness whereof, the parties have hereunto set their hands on this _____day of _____, 2009.

Provider or Authorized Representative: ________________________________________________

Title: ______________________________________________________ Date: __________________

By: ___________________________ Date: __________________
    County Administrator
    Hamilton County, Ohio

OR

By: ___________________________ Date: __________________
    Purchasing Director
    Hamilton County, Ohio

Recommended By:

______________________________ Date: __________________
    Moira Weir, Director
    Hamilton County Department of Job & Family Services

Approved as to form:

By: ___________________________ Date: __________________
    Prosecutor’s Office
    Hamilton County, Ohio

Prepared By: ______
Checked By: ______
Quote #SC10131-Q

Approved By:______
Use this signature page if being sent to the Prosecutor’s office and does not require BOCC Signature

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

SIGNATURES

Provider or Authorized Representative: ________________________________

Title: ________________________________ Date: __________________

By: ________________________________ Date: __________________
    Moira Weir, Director
    Hamilton County Department of Job & Family Services

Approved as to form:

By: ________________________________ Date: __________________
    Prosecutor’s Office
    Hamilton County, Ohio
Use this signature page if not being sent to the Prosecutor’s office for review but requiring BOCC Signature
The terms of this contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

In witness whereof, the parties have hereunto set their hands on this _____day of _____, 2009.

Provider or Authorized Representative: _______________________________

Title: _______________________________ Date: ____________________

By: _______________________________ Date: ____________________
    County Administrator
    Hamilton County, Ohio

OR

By: _______________________________ Date: ____________________
    Purchasing Director
    Hamilton County, Ohio

Recommended By:

______________________________ Date: ____________________
Moira Weir, Director
Hamilton County Department of Job & Family Services

Prepared By: ____
Checked By: ____
Use this signature page if contract is not going for review to the prosecutor’s office nor requiring the BOCC Signature

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

<table>
<thead>
<tr>
<th>Signature Details</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized HCJFS Representative</td>
<td>Title</td>
<td>Date</td>
</tr>
<tr>
<td>Authorized Provider Representative</td>
<td>Title</td>
<td>Date</td>
</tr>
</tbody>
</table>

Prepared By: 
Checked By: 
Approved By: 
DECLARATION OF DEFAULT

After a declaration of default and the failure of the surety to perform its duties as set forth above or under the terms of the Bond, HCJFS shall be entitled to enforce its rights under the Bond and this Contract in an action directly against the surety and / or against Provider.

The actual damages to be claimed under the Bond against the surety and Provider shall include, but not be limited to, the cost for continued performance of the obligations of Provider under the terms of the Contract, the cost for procurement of the services required to be performed by Provider under this Contract, and the additional reasonable legal and delay costs related to the default by Provider.

PERFORMANCE BOND

Provider shall submit, with the signed Contract, for the term of the Contract, a faithful performance Surety (the “Bond”) equal to the total of the Purchase Price.

The Bond shall be effective and guarantee faithful performance for the term of the Contract. The Bond shall be in a form acceptable to HCJFS and shall be issued by a registered, acceptable surety corporation licensed to do business by the State of Ohio. Provider’s bonding company shall provide HCJFS with a compliance certificate from the Ohio Department of Insurance attesting to this fact.

The Bond shall provide that the surety and Provider are jointly and severally bound to HCJFS for the performance of the terms of this Contract. HCJFS shall have no claim under the Bond so long as Provider performs its obligations under the terms of this Contract.

In the event there is a Material Breach of the Contract and the period for cure for Provider has expired, HCJFS, through its Chief Purchasing Agent, shall notify the surety in writing of its intent to declare a default under the Bond. HCJFS shall invite the surety and Provider to attend a meeting to discuss a means by which Provider would be able to continue its performance of the terms of this Contract.

If HCJFS, Provider and the surety agree, Provider shall be allowed a reasonable time to demonstrate its ability to perform the terms of the Contract, but such an agreement shall not
prejudice or waive the rights of HCJFS to subsequently declare a default under the terms of the Bond.

The rights of HCJFS to declare default under the terms of the Bond shall not accrue until twenty (20) days after Provider and the surety have received the written notice set forth above. Once default is declared, Provider’s right to perform under the terms of this Contract shall be terminated, and the surety shall have the obligation to perform under the terms of the Bond.

Once HCJFS has declared default as set forth above, the surety shall promptly and at its expense take one of the following actions:

A. Arrange for the completion of the obligations of Provider under the Contract by itself, through its agents or through independent contractors including, but not limited to Provider;

B. Obtain bids or negotiated proposals for the completion of the obligations by qualified contractors acceptable to HCJFS and which substitute performance will be secured by a performance bond acceptable to Provider; or

C. Waive its right to perform and arrange for the payment to HCJFS of the cost for substitute performance by Provider through its own forces or through independent means and arrange to pay HCJFS the actual damages, up to the penal sum of the Bond that HCJFS may incur by virtue of the default by Provider.

**PLACEMENT COSTS**

HCJFS will pay for the first day a Provider is rendering Service to a Consumer, regardless of the time the Consumer is placed with the Provider for such day. HCJFS will not pay for the last day a Consumer is in placement, regardless of the number of hours the Consumer is placed with Provider for such day.

**CASE PLANS**

Provider agrees to participate with HCJFS in the development, modification and implementation of a case plan (the “Case Plan”) for each Consumer placed with Provider. Such Case Plans will be developed and maintained in coordination with any treatment plans developed for a
Consumer. HCJFS shall provide a copy of the Case Plan to the Provider within thirty (30) days of placement of the Consumer or such time as may be agreed to from time to time by the parties, in writing. The parties agree to work cooperatively to resolve all disputes regarding a Case Plan through the use of a joint case conference. If a dispute related to a Case Plan cannot be resolved from a joint case conference, the parties agree HCJFS shall be the sole authority to render a decision on such dispute. The provisions of Section 13 Dispute Resolution shall not apply to disputes regarding Case Plans.

Provider agrees that while Provider may have input into the development of the child’s case plan, that any and all disputes regarding services or placement shall be resolved through a joint case conference. Provider agrees that HCJFS is the final authority.

Provider further agrees to participate in joint planning with HCJFS regarding modification to the case plan.

EMERGENCY CONTACT

HCJFS agrees to give Provider an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.

HCJFS AGENCY BADGES

Badges supplied by HCJFS to temporary or contracted employees must be returned to the HCJFS Contract Liaison within 10 days of Contract termination or contractor employee termination. Failure to return the badges may result in the withholding from Provider’s final payment of a $10.00 charge for each badge not returned.
INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY

- 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:

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).

WORKERS’ COMPENSATION

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

ADDITIONAL NAMED INSURED

- All policies, except workers’ compensation, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers.

- The insurance endorsement form and the certificate of insurance form 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.”
RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORD CHECKS

Whereas R.C. 2151.86 requires the Hamilton County Department of Job and Family Services (HCJFS) to obtain a criminal records check on each employee and volunteer of a HCJFS Provider who is responsible for a consumer’s care during service delivery, and

Whereas HCJFS, and HCJFS’ funding organizations, may be required to audit the records of Providers to ensure compliance with provisions relating to criminal record checks of Providers’ employees who are responsible for a consumer’s care during service delivery, and

NOW THEREFORE

I authorize HCJFS, and those entitled to audit its records, to review my personnel records, including, but not limited to, criminal records checks. This authorization is valid for this, and the three subsequent fiscal years of HCJFS.

Signature________________________________________   Date _____________________

A. Criminal Record Check

Provider shall comply with R.C. Sections 2151.86 and 5153.111. Generally these require that every employee or volunteer of Provider who has contact with a Consumer have an effective criminal record check. Notwithstanding the aforesaid, an employee or volunteer, without an effective criminal record check, may have contact with a Consumer if he/she is accompanied by an employee with an effective criminal record check. As used in this section an “effective criminal record check” is a criminal record check performed by the Ohio Bureau of Criminal Identification and Investigation, done in compliance with ORC 2151.86, which demonstrates that the employee or volunteer has not been convicted of any offense listed in R.C. Section 2151.86(C).
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