Contract#

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

**PURCHASE CONTRACT**

This Contract is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between the Board of County Commissioners, Hamilton County, Ohio (“County”) on behalf of the Hamilton County Department of Job and Family Services (“HCJFS”) and Name of Company or Agency, (“Contractor”) doing business as enter only if different name, with an office at Name and Street address, Cincinnati, Ohio, 45202, whose telephone number is (513) xxx-xxxx, for the purchase of **Home Repair Services for Elderly Individuals With An Open Case with Hamilton County Job & Family Services Adult Protective Services (APS).**

1. **TERM**

This Contract will be effective from **July 1. 2023** through **September 30, 2024** “Initial Term”) inclusive, regardless of execution date, unless otherwise terminated or extended by formal amendment.

The total amount of the Contract shall not exceed ($50,000.00) over the Initial Term.

1. **SCOPE OF SERVICE**

 Subject to terms and conditions, and specifications set forth in this Contract, and the attached exhibits (such exhibits are deemed to be a part of this Contract as Fully as if set forth herein), the Contractor agrees to perform the Repair Services as described in exhibit(s):

1. Exhibit I Request for Quotes #KB02-23Q
2. Exhibit I Cost Sheet #KB02-23Q

 The Contractor will provide services and necessary repairs to identified Adult Protective Services (APS), client homes at the request of the APS worker/manager, after the preliminary invoice for those services is approved by the APS section chief. The APS client must agree to the home repairs and will be included in the decision-making process to the extent possible. Such services may include, but are not limited to:

* Decluttering (in hoarding and self-neglect situations)
* Home Modification/Repairs (wheelchair ramps, window repair, plumbing/electrical repairs)
1. **BILLING AND PAYMENT**

Rates of Payment - County agrees to compensate the Contractor in accordance with the Cost Sheet as set forth in Exhibit2.

* + 1. Billing and Payment

An original invoice, signed by the Contractor, must be submitted each month to Judy Leonard, Hamilton County Dept. of Job and Family Services, 3rd fl., Cincinnati, Ohio 45202 within thirty 30 days of the end of the service month. Contractor shall make all reasonable efforts to include all service provided during the service month on the invoice. Under no circumstances will HCJFS make payment for any services invoiced after two (2) months after the end of the service month. County will use its best efforts to make payment within thirty (30) days after receipt of the invoice, for all invoices received in accordance with the terms of this Contract.

* 1. Contractor will indicate purchase order number and Contractor number on all invoices submitted for payment.

NOTE: If an invoiced Unit of Service is not a full hour, portions of a unit should be billed as follows: 0 – 7 minutes = 0

 8 – 22 minutes = .25 hour

 23 – 37 minutes = .50 hour

 38 – 52 minutes = .75 hour

 53 – 60 minutes = 1.0 hour

 23 – 37 minutes = .50 hour

 38 – 52 minutes = .75 hour

 53 – 60 minutes = 1.0 hour

Contractor 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. Contractor’s name, address and telephone number;

b. Contractor number;

c. Unique invoice number;

d. The number of Units of Service supplied by Contractor multiplied by the Unit Rate for such Service;

e. Invoice date and service dates;

f. Consumer’s name;

g. PO # (Contract Services or Program area will provide this #) and Contract #;

h. Invoice must be original;

i. Must have total to be paid listed on the invoice; and

 Must have both the Contractor’s and JFS Program Person’s, original

 j. signature on the invoice.

The following items are not acceptable on invoices:

a. White out is not allowed anywhere on an invoice;

b. Stamped signatures – all signatures must be original; and

c. Faxed or copied invoices.

Contractor 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.

1. **AVAILABILITY AND RETENTION OF RECORDS**

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

1. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Contractor, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by the Contractor for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for Services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, the Contractor shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
2. Contractor agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS.
3. Contractor agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
4. Contractor agrees that each financial transaction shall be fully supported by appropriate documentation. Contractor further agrees that such documentation shall be available for examination.
5. **NON-EXCLUSIVE**

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

1. **CONFLICT OF INTEREST**

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

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

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

1. **ASSIGNMENT AND SUBCONTRACTING**

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

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

1. **GOVERNING LAW**

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

1. **INTEGRATION AND MODIFICATION**

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

Contractor acknowledges and agrees that only staff from the Contract Services Section of HCJFS may initiate contract changes with the approval of the County. In no event will an oral agreement with HCJFS be recognized as a legal and binding change to the Contract.

1. **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.

1. **TERMINATION**

A. Termination for Convenience

1.  By HCJFS:

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

            2. By Contractor:

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

  B. Termination for Cause by HCJFS

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

If Contractor 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 or a Consumer, iv) unethical business practices or procedures; and v) any other event that HCJFS deems harmful to the well- being of a Consumer; HCJFS may immediately terminate this Contract upon delivery of a written notice of termination to Contractor.

C. Effect of Termination

1. Upon any termination of this Contract, Contractor shall be compensated for (i) any outstanding invoices that have been issued in accordance with this Contract; and (ii) services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination.  In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Contractor.

2. Contractor, upon receipt of notice of termination, shall take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.

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

1. **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 effects of such termination.

1. **COMPLIANCE**
2. Contractor certifies that Contractor and all subcontractors who provide direct or indirect Services under this Contract will comply with all requirements of federal laws and regulations, applicable 2 CFR 200 , state statutes and Ohio Administrative Code rules in the conduct of work hereunder.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Contractor’s full time employees.

1. Prohibitions for Purchases of Telecommunication & Video Surveillance from Selected Contractors - Contractors must not award contracts, renew contracts or expend any federal grant funds to purchase or obtain equipment or services that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system which are produced by Huawei Technologies or ZTE Corporation (or any subsidiary or affiliate of such entities).
	* + 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
			2. Telecommunications or video surveillance services provided by such entities or using such equipment.
			3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. **NON-DISCRIMINATION IN EMPLOYMENT**

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

During the performance of this Contract, Contractor 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. Contractor 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Contractor complies with all applicable federal and state non-discrimination laws.

Contractor, or any person claiming through the Contractor, 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 Contractor.

1. **Non-Discrimination in the performance of services**
2. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.

Additionally, Title VI of the Civil Rights Act of 1964 requires recipients of federal funds to take reasonable steps to ensure their programs, services, and activities are meaningfully accessible by persons with limited English proficiency (LEP).  To the extent Contractor provides assistance to LEP individuals 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.

1. Provide shall post the most recent version of the AD- 475A and/or AD-475B “And Justice for All” poster.
2. **CONTRACTOR SOLICITATION OF HCJFS EMPLOYEES**

Contractor warrants that for the duration of this Contract with HCJFS, including renewals, Contractor will not solicit County or HCJFS employees to work for Contractor.

1. **RELATIONSHIP**

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

1. **DISCLOSURE**

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

1. **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.

1. **NO ADDITIONAL WAIVER**

If HCJFS or Contractor 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.

1. **CONFIDENTIALITY**

The Contractor agrees to comply with all federal and state laws applicable to HCJFS and consumers of HCJFS concerning the confidentiality of HCJFS consumers. The Contractor understands that any access to the identities of any HCJFS consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. The Contractor 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. Contractor will ensure all Consumer documentation is protected and maintained in a secure and safe manner. Contractor further agrees to maintain the confidentiality of all Consumers and families served. No information on Consumers served will be released for research or other publication without the express written consent of the HCJFS Director.

1. **AUDIT RESPONSIBILITY**

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

Audits will be conducted using 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.

Contractor agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims.  Contractor recognizes and agrees that HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract.  When an overpayment is identified and the overpayment cannot be repaid in one (1) month, Contractor will be asked to sign a REPAYMENT OF FUNDS AGREEMENT (the “Repayment Agreement”).  If payments 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 will be cancelled and will 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.

HCJFS may allow a change in the terms of the Repayment Agreement.  Any change will require a formal amendment to the Repayment Agreement that will be signed by all parties.

B.  Contractor shall cause to be conducted an annual independent audit report.  Within fifteen (15) days of receipt, Contractor agrees to give HCJFS a copy of Contractor’s most recent annual report and most recent annual independent audit report.

C.  HCJFS reserves the right to evaluate programs of the Contractor and all subcontractors. Evaluation activities may include, but are not limited to reviewing records, observing programs, and interviewing program employees and Consumers.  Such evaluations will be conducted at Contractor’s own time and expense.

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

1. **WARRANTY**

The Contractor warrants that its services and/or goods shall be performed or provided (as the case may be) in a professional and work like manner in accordance with applicable professional standards.

1. **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 Contractor 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 Contractor 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.

1. **FORCE MAJEURE**

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that Contractor 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 Contractor’s ability to perform.

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

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

1. **LEGAL ACTION**

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

1. **PUBLIC RECORDS**

This Contract is a matter of public record under the laws of the State of Ohio. Contractor agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, HCJFS shall make available the Contract and all public records generated as a result of this Contract.

By entering into this Contract, Contractor acknowledges and understands that records maintained by Contractor pursuant to this Contract may be deemed public record and subject to disclosure under Ohio law. Contractor shall comply with the Ohio public records law.

1. **DRUG-FREE WORKPLACE**

Contractor certifies and affirms that Contractor will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 630, Subpart F. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

1. **PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS**

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, Contractor agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works First Program. Contractor 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.

1. **MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH**

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

1. **AMENDMENTS**

This writing constitutes the entire agreement between Contractor and HCJFS with respect to all matters herein. This Contract may be amended only in writing and signed by Contractor and HCJFS. 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 Contractor and HCJFS and effective as of the date of enactment of the law, statute, or regulation.

1. **INSURANCE**

Contractor 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 Contractor. 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. Waiver of subrogation shall be maintained by Contractor for all insurance policies applicable to this contract, as further defined in paragraph F. 7. of this section and as required by ORC 2744.05. Contractor shall purchase the following coverage and minimum limits:

1. 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).

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.

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, and Umbrella/Excess Liability may be satisfied by Contractor 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, and Umbrella/Excess Liability when added together.

1. Workers’ Compensation insurance at the statutory limits required by Ohio Revised Code.
2. The Contractor further agrees with the following provisions:
3. All policies, except workers’ compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and its officials, employees, agents and volunteers and the Hamilton County Department of Job & Family Services, and its officials, employees, agents, and volunteers. The additional insured endorsement shall be on an ACORD or ISO form.
4. The insurance endorsement forms and the certificate of insurance forms will be emailed to the Hamilton County Risk Manager at COI@hamilton-co.org and to Agency at HAMIL\_ContractServicesCommunication@jfs.Ohio.gov. The forms must state the following: “Board of County Commissioners Hamilton County, Ohio and its officials, employees, agents, and volunteers and the Hamilton County Department of Job & Family Services, and its officials, employees, agents, and volunteers are endorsed as additional insured as required by Agreement on the commercial general, business auto and umbrella/excess liability policies.”
5. 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: Hamilton County Risk Manager at COI@hamilton-co.org and to Agency at HAMIL\_ContractServicesCommunication@jfs.Ohio.gov.
6. Contractor shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause.
7. 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 Contractor’s obligation to maintain such insurance.

1. Contractor shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Contractor 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.
2. If Contractor provides insurance coverage under a “claims-made” basis, Contractor 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 Contractor was under Contract with the County on behalf of HCJFS.
3. Contractor will require all insurance policies in any way related to the work and secured and maintained by Contractor to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. Contractor will require of subcontractors, by appropriate written contracts, similar waivers each in favor of all parties enumerated in this section.
4. Contractor, 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.
5. Contractor’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 Contractor’s insurance and shall not contribute to it.
6. If any of the work or Services contemplated by this Contract is subcontracted, Contractor will ensure that any subcontractors comply with all insurance requirements contained herein.
7. **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by and in compliance with applicable law, Contractor agrees to protect, defend, indemnify and hold harmless the Board of County Commissioners of Hamilton County Ohio, and its officials, employees, agents, and volunteers and the Hamilton County Job & Family Services and its 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 Contractor, its subcontractor(s), Contractor’s or its subcontractor’s (s’) employees and agents, assigns, and those designated by Contractor to perform the work or services encompassed by the Contract. Contractor agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

In addition**,** Contractor agrees to pay all Damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising regardless of any conflict of interest that may exist between the Indemnified Parties and Contractor. In the event Contractor fails to defend the Indemnified Parties as set forth in this Paragraph, which may result in a breach of contract, such parties may defend themselves and Contractor shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys’ fees. The respective rights and obligations of the parties under this paragraph shall survive the expiration or termination of the Contract for any reason.

1. **LOBBYING**

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

1. **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. BOCC 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 BOCC, then Contractor agrees to and by executing this Contract hereby does assign to BOCC all worldwide rights, title, and interest in and to the Deliverables. BOCC acknowledges that its sole ownership of the Deliverables under this Contract does not affect Contractor’s right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Contractor prior to or as a result of this Contract or that are generally known and available.

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

1. **TRANSITION PLAN**

The Transition Plan to be used in the event of termination or expiration of this Contract is attached to and incorporated into this Contract as Exhibit n. The goals of the Transition Plan are to: a) ensure continuity of services; and b) not disrupt services unnecessarily. The parties agree that each shall provide reasonable cooperation in the transitioning of responsibilities to any other person or entity selected by HCJFS to assume administration of such responsibilities. To ensure continuity of services, the Transition Plan, at a minimum, includes the following schedule:

1. Records will be provided to HCJFS thirty (30) days prior to the termination date of the Contract;
2. A monthly Service report will be provided to HCJFS or designee until the termination date of the Contract; and
3. “Data dump” to HCJFS of all data from Contractor’s electronic systems will occur within thirty (30) days after the termination date of the Contract.

HCJFS reserves the right to waive any of the above Transition Plan requirements and dates at its sole discretion.

1. **DEBARMENT AND SUSPENSION**

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

1. **FAITH BASED ORGANIZATIONS**

If Contractor is a faith based organization, Contractor agrees that it will perform the duties under this Contract in compliance with Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of Consumer is not diminished and that it will not discriminate against any participant based on religious belief, or refusal to participate in a religious activity.

No funds provided under this Contract will be used to promote the religious character and activities of the Contractor. If any Consumers objects to the religious character of the organization, Contractor will immediately notify HCJFS.

1. **CHILD SUPPORT**

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

1. **DEBT CHECK PROVISION**

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

1. **CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT**

Contractor 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. Contractor 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).

1. **ENERGY POLICY AND CONSERVATION ACT**

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

1. **SCREENING AND SELECTION**
2. Criminal Record Check and Fingerprint-Based Checks

Provider warrants and represents it will comply with the requirements of ORC 2151.86. Provider shall perform all criminal record checks consistent with the provisions ORC 2151.86 at the time of initial application for appointment or employment and provide updated notifications of subsequent Criminal Activity for each such person thereafter through their enrollment in the Ohio Attorney General’s Bureau of Criminal Investigation’s (“BCI”) Retained Applicant Fingerprint Database continuous criminal record monitoring service (“Rapback Service”)

 Provider shall provide all persons who are subject to a criminal record check a copy of the form prescribed pursuant to ORC 109.572(C)(1) and a copy of an impression sheet prescribed pursuant to ORC 109.572(C)(2). Provider shall obtain and forward the completed form and impression sheet to the BCII at the time the criminal record check is requested. Provider agrees to comply with requirements of ORC 2151.86 in relation to all persons requested to complete the form and impression sheet described in ORC 109.572.

 Provider shall obtain a signed release of information, in the form attached hereto and incorporated herein as Exhibit III. Provider shall allow inspection and audit of the above criminal records’ transcripts, fingerprint-based checks, or reports by Agency or a private vendor hired by Agency to conduct compliance reviews on its behalf.

B. 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.

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

D. All completed and documented checks shall be maintained in the employee file.

E. 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 Provider is seeking rehabilitation for any other individual serving 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’s sole discretion whether to permit a rehabilitated individual to work with, volunteer with or transport HCJFS Consumers.

F. 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.

1. **CONTRACT CLOSEOUT**

At the discretion and initiation of HCJFS, a contract closeout procedure may commence within ninety (90) days after the termination or expiration of this Contract to ensure at a minimum that all required forms, reports and deliverables were submitted to and accepted by HCJFS in accordance with this Contract.

As part of the Contract Closeout process for Contractor’s contract, the following items may be reviewed and/or verified:

1. **CONTACT INFORMATION**

A. HCJFS Contacts

Contractor should contact the following HCJFS staff with questions:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name & Email** | **Phone #** | **Department** | **Responsibility** |
|  | (513) 946- | Contract Services | contract changes, contract language |
| Budget Officer | (513) 946-2461 | Fiscal | billing & payment |
|  | (513) 946- 1798 | Communications Director | Media inquiries, media and communications questions |

B. Contractor Contacts

HCJFS should contact the following Contractor staff with any questions:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name & Email** | **Phone #** | **Department** | **Responsibility** |
|  |  |  |  |

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

### SIGNATURES

Hamilton County Department of (Complete Contractor Name)

Job & Family Services

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(Signature) (Signature)*

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

 *(Print) (Print)*

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

 *(Print) (Print)*

Date: Date: \_

Recommended By:

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

Michael Patton, Director

Hamilton County Department of Job & Family Services

Hamilton County, Ohio

Approved as to form:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Prepared By:\_\_\_\_\_\_\_\_\_\_

 Assistant Prosecuting Attorney Checked by: \_\_\_\_\_\_\_\_\_\_

 Hamilton County, Ohio Approved by:\_\_\_\_\_\_\_\_\_\_