

# **REQUEST FOR QUOTES (RFQ)**

**FOR**

## **Consultation for Employee Survey**

**KB01-23Q**

**Due Date: April 21, 2023  
1:00 P.M. EST**

**Issued by**

**THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES  
(HCJFS)  
CINCINNATI, OHIO 45202**

Quotes may be sent to Kris Bullock at  
[Hamil\\_ContractServicesProcurementBullock@jfs.ohio.gov](mailto:Hamil_ContractServicesProcurementBullock@jfs.ohio.gov) on or before April 21<sup>st</sup>, 2023,  
1:00 P.M. EST.

### **GENERAL CONDITIONS AND INSTRUCTIONS TO VENDORS**

1. HCJFS reserves the right to reject any or all quotes and, unless otherwise specified by the vendor, to accept any item in the quote. In case of error in extending the total amount of the quote, the unit price will govern.
2. HCJFS will make the final payment when the materials, supplies, equipment, or the work performed has been fully delivered or completed to the full satisfaction of HCJFS.
3. Prices must be stated in units or quantities specified.

4. Bidders submitting quotes must realize that other County Departments may elect to utilize this quote after its original award. All quotes must include the length of time that the prices and services offered are available and effective. The pricing submitted in the proposal can only be used for the effective time period specified in the original quote. Additionally, Hamilton County is permitting area Municipalities, Townships, Villages and Cities to utilize our bid opportunities after the award of the bid.
5. Quotes submitted shall be irrevocable.
6. Whenever a reference is made in the specifications or in describing the materials, supplies, or services required, of a particular trade name or manufacturer's catalog or model number, the vendor, if awarded the contract, will be required to furnish the particular item referred to in strict accordance with the specifications and descriptions **UNLESS** a departure or substitution is clearly noted and described in the quote by the vendor and accepted by the County.
7. The vendor, if awarded a contract or order, agrees to protect, defend, and hold harmless HCJFS, the Board of County Commissioners against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract. He/she further agrees to indemnify and hold harmless HCJFS and the Board of County Commissioners from suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties by or from any acts of the contractor, his/her servants or agents. To this extent, the vendor or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the Board of County Commissioners wherever such insurance, in the opinion of the Board, is deemed necessary.
8. Samples, when requested, are returned at the vendor's expense.
9. Concealed weapons, whether with or without a permit, are not allowed in any Hamilton County Building. ORC states that "Unless otherwise authorized by law, pursuant to the Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto these premises."
10. As a governmental body we are tax exempt.
11. This purchase and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio

HCJFS is accepting quotes for **Consultation for Employee Survey**. The purpose of this RFQ is to select a vendor who can best meet the requirements of the RFQ at the lowest cost for the specified time periods. The Vendor selected from this RFQ process shall provide these services, as defined hereafter. The proposed solution must meet the specific needs of HCJFS. The details of the services needed are further defined in **Section 6 Requirements and Specifications**.

**1. CONTACT PERSON:**

The contact for this quote is:

**Kris Bullock**

**Contract Specialist HCJFS  
222 E. Central Pkwy.  
Cincinnati, Ohio 45202**

**All questions regarding this quote must be presented by e-mail to:**

[Hamil\\_ContractServicesProcurementBullock@jfs.ohio.gov](mailto:Hamil_ContractServicesProcurementBullock@jfs.ohio.gov)

(Quote number should be entered in the subject line of the e-mail)

<b>Deadline for Receiving Final RFQ Questions</b>	<b>April 12, 2023 1:00 p.m. EST</b>
<b>Deadline for Issuing Final RFQ Answers</b>	<b>April 14, 2023 4:00 p.m. EST</b>
<b>Deadline for Quote to be Received by Contract Specialist</b>	<b>April 21, 2023 1:00 p.m. EST</b>

**2. Delivery of Quotes:**

Quotes may be sent to Hamil\_ContractServicesProcurementBullock@jfs.ohio.gov no later than 1:00 PM, EST on April 21, 2023.

**3. Acceptance and Rejection of Quotes:**

HCJFS reserves the right to:

- Award a quote received on the basis of individual items, or on the entire list of items
- Award based on amount of initial term or on initial term plus optional renewal year(s)
- Award or not award any portion of this contract
- Award to multiple Vendors
- Reject any or all quotes, or any part thereof
- Waive any informality in the quotes
- Eliminate conditions or terms that are not in the best interest of HCJFS, Hamilton County and its residents
- HCJFS makes no representations or guarantees as to any minimum amounts being purchased by HCJFS or if HCJFS will purchase through this quote.

**4. Contract Period, Funding and Invoicing:**

The contract will be written for a period of one (1) year. Contract reimbursement is based on successful completion and approval of all equipment and services over the period of the contract. The Vendor can claim payment only for services already provided. HCJFS will make every effort to provide payment within thirty (30) days after verification and acceptance of invoices presented by the Vendor and any required documentation.

**5. Contract Requirements:**

**Please see attached draft contract for required Terms and Conditions.**

**REQUIREMENTS AND SPECIFICATIONS**

The intent of this QUOTE is to secure pricing for one (1) year.

## **6. Consultation Services:**

HCJFS is seeking consulting services from a vendor to assist in the development and implementation of an agencywide engagement survey as it relates to the agency's equity plan. The vendor will be required to work with the engagement workgroup and develop a survey for all agency employees. The survey must obtain questions that will allow the agency to gauge its engagement influence each year. The vendor will be required to hold several in-person meetings to allow staff the opportunity to answer and discuss the survey in person. The vendor will hold in-person debriefing meetings with staff once the survey results are published.

Interested vendors must include with their quote their demonstrated previous experience with:

1. Development of surveys for organizations involving Diversity, Equity and Inclusion;
2. Evaluation of survey results to assist with implementation of Equity Plans; and
3. Similar work with public government entities with implementation of Equity Plans.

**COST SHEET**  
**RFQ**  
**KB01-23Q**

	<b>Initial Year</b>
<b>Hourly Rate</b>	/hour
<b>Mileage Rate</b>	65.5/mile

Name of Company: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES  
CONSULTING AND SERVICES 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 Consultant Name, (“Consultant”), with an office at Street/City/Zip, whose telephone number is (xxx) xxx-xxxx, for the purchase of Consulting and Services.

WITNESSETH:

WHEREAS, the Consultant is **versed in equity plans, survey development, implementation and evaluation** and is willing to provide consulting and assistance to HCJFS on the terms and conditions set forth herein; and

WHEREAS, HCJFS is willing to engage Consultant to provide such services on the terms and conditions set forth herein; and

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

**1. Scope of Services**

1.1 The Services. Consultant agrees to provide for HCJFS certain consulting and services as such services are requested by HCJFS and accepted by Consultant, pursuant to “Scope of Services Schedules” (“Schedules”), in the form attached hereto as Exhibit A, or in such other form as the parties may agree, a copy of which is attached hereto and incorporated by reference herein (the consulting and services provided by Consultant under Schedules are the “Services”). The Services which Consultant will render will concentrate on improving case practices and decision making in child welfare programs. HCJFS and the Consultant shall execute a Schedule which details the scope of the Services to be performed by Consultant. HCJFS agrees that Consultant shall have access to HCJFS staff and resources as necessary to perform the Services. In the event Consultant anticipates at any time that it will not be able to provide the Services in the manner agreed to herein, Consultant shall immediately notify HCJFS in writing of such event. Consultant shall not perform any Services which are not specifically provided for in the Schedules without prior approval of HCJFS.

1.2 Staffing; Relationship of Parties. In fulfilling its obligations under this Agreement, Consultant shall provide experienced and qualified individuals to perform the Services. When executed by HCJFS and Consultant, each Schedule will be incorporated by reference into this Agreement, and all Services will be provided under the terms of this Agreement and the applicable Schedule. This Agreement and any Schedule shall be interpreted and construed to harmonize all of the provisions herein and therein to the extent possible. However, in the event of an irreconcilable conflict between provisions of this Agreement and provisions of the Schedule, the provision granting greater rights or

remedies to HCJFS, or imposing the greater duty, standard, responsibility or obligation on Consultant shall govern. Consultant acknowledges and agrees that (i) HCJFS will have no responsibility to provide to Consultant or its assigned employees insurance, vacation or other fringe benefits normally associated with employee status, including, but not limited to participation in any welfare benefit plan sponsored by HCJFS for the benefit of its employees; (ii) Consultant will not hold itself or its staff out as nor claim to be an officer, partner, joint venture, employee or agent of HCJFS; (iii) Consultant shall be responsible for reporting, withholding and payment of all income, unemployment, FICA or similar taxes for Consultant and its staff; and (iv) Consultant shall, at its own expense, comply with all applicable laws, including but not limited to the National Labor Relations Act, the Americans With Disabilities Act, all applicable employment discrimination laws, overtime laws, immigration laws, workers' compensation laws, and occupational safety and health laws and any regulations related thereto.

1.3 Level of Service. Consultant shall perform the Services in a workmanlike, professional and conscientious manner by qualified employees of Consultant ("Consultant Employees"). Consultant shall ensure that Consultant Employees perform their work in a manner that does not disrupt HCJFS' ordinary business operations.

1.4 Personnel.

1.4.1. The parties agree that the services and continuity of each of Consultant's assigned employees are essential to the satisfactory performance by Consultant of the Services. Every effort will be made by the Consultant to maintain continuity in its assigned employees to an individual Schedule. Consultant will not, from the date a Consultant Employee is first assigned to provide Services under an individual Schedule until the completion of such Services, at its initiative, reassign or transfer such Consultant Employee, unless HCJFS has first agreed in writing.

1.4.2. HCJFS shall have the right, at any time, to request the removal of any Consultant Employee whom HCJFS (in its sole discretion) deems to be unsatisfactory. Upon such request, Consultant shall promptly replace such employee with a qualified substitute employee. It is agreed, notwithstanding the foregoing, that at all times all Consultant Employees shall be considered, for all purposes, employees of Consultant and not of HCJFS or of the County. HCJFS shall have no authority, on behalf of Consultant or otherwise, to discharge, promote, suspend or otherwise discipline any Consultant Employee assigned to perform Services for HCJFS.

1.4.3. A qualified substitute Consultant Employee, as contemplated by sections 1.4.1. and 1.4.2., shall be an individual with substantially the same technical and business background, experience and training, as the Consultant Employee being replaced.

1.5. Progress Reporting. Consultant shall prepare and submit such reports of its performance and its progress as HCJFS may request from time to time in a form and of content acceptable to HCJFS and Consultant.



1.6. Books and Records.

1.6.1. Accounting. Consultant shall maintain full, accurate and complete financial and accounting books, records and reports ("Records") with respect to the Services provided by Consultant and Consultant Employees hereunder and with respect to the fees, expenses and other charges due and owing by HCJFS hereunder.

1.6.2. Maintenance of Records. Consultant and its subcontractors shall keep Records relating to the Services performed pursuant to this Agreement. Consultant shall maintain a system of bookkeeping adequate for its operations hereunder and shall submit, upon request, such system to HCJFS for review and approval. Consultant may use its own proprietary computer software. Consultant shall keep and preserve for at least seven (7) years following each calendar year all sales slips, rental agreements, purchase orders, sales books, cash register tapes, credit card invoices, payroll records, duplicate deposit tapes and invoices, bank accounts, cash receipts and cash disbursements, bank books, and other evidence of receipts and expenditures for such period.

1.6.3. Audit. HCJFS at its own cost and expense, shall have the right to audit Consultant's Records at any time but shall not unreasonably interfere with Consultant's business or operations in connection with any such audit. Consultant may be subject to Audit by the Auditor of the State of Ohio.

1.6.4. Repayment. If an Audit discloses duplicate or erroneous payments (of any nature) received by Consultant from HCJFS, Consultant agrees to repay to HCJFS the full amount of such payments received by Consultant. Consultant also agrees that HCJFS may withhold any money due Consultant for Services provided under this Agreement, if evidence exists of duplicate or erroneous billings by Consultant. Any money due Consultant which is withheld by HCJFS pursuant to this Section, shall be placed in escrow with a mutually acceptable escrow agent pending full resolution of the dispute.

1.7. Equipment and Furnishings. Consultant shall supply the necessary equipment (including computers and necessary peripherals), tools, supplies and other items necessary to perform Services under this Agreement.

1.8. Schedule For Delivery. All Services required to be provided by Consultant pursuant to this Agreement shall be provided in accordance with the time schedule set forth in the applicable Schedule or such other time schedule as may be mutually agreed to by the parties.

1.9. Subcontractors. Consultant shall not engage the work of any subcontractor to perform any part of the Services under this Agreement without HCJFS's prior written approval. Consultant shall at all times remain primarily responsible for the work, and shall cause all work performed by the approved subcontractor to be performed in accordance with this Agreement. All subcontractors approved by HCJFS shall fulfill all duties and obligations, and be subject to all requirements and liabilities, of Consultant under this Agreement. Subcontractors shall be paid directly by Consultant and any reimbursement

by County to Consultant for such payments shall be governed by the terms of this Agreement. Wherever subcontractors are referred to in this Agreement, it is to be taken as reference to subcontractors permitted under this Section.

1.10. No Control by HCJFS. Consultant Employees are expected to perform the Services without the benefit of direct day-to-day control from HCJFS. Consultant Employees will receive instruction on the object(s) and goal(s) for which they are responsible, but Consultant Employees will exercise their own discretion and professional judgment to attain those goals. Consultant Employees will perform work and labor under the supervision of Consultant and not HCJFS.

1.11. Changes and Additional Work. Changes to the scope of the Services set forth in a Schedule shall be made only in writing executed by authorized representatives of HCJFS and Consultant. Consultant shall have no obligation to commence work in connection with any change in the scope of Services until the scope, fee and/or schedule impact of the change is agreed upon by the parties in writing. If Consultant performs work that is not covered by a Schedule or that exceeds the scope of Services defined in a Schedule, such work shall not be deemed Services provided pursuant to this Agreement and for which HCJFS shall be required to compensate Consultant unless such additional work is the subject of a written agreement signed by HCJFS.

1.12. HCJFS Representative. HCJFS's representative for this Agreement is HCJFS **contact person name/title** or any person serving in such position or the designee of HCJFS, who shall serve as the primary contact during the term of this Agreement and shall have the authority to act on HCJFS's behalf as described herein. HCJFS Representative shall render decisions promptly and furnish information contemplated to be made or furnished by HCJFS under this Agreement. HCJFS's representative may be changed only by HCJFS.

HCJFS Representative may, from time to time as they reasonably deem appropriate, communicate specific requests to the Consultant concerning the performance of the Services. Upon such notice and within seven (7) days after receipt of the request, the Consultant shall respond to such request to the satisfaction of HCJFS's Representative. It is expressly understood by the parties that these requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the Services and are not intended to amend or alter this Agreement or any part thereof. If, however, any communication alters or changes the specific task to be completed under this Agreement, the Consultant shall notify HCJFS Representative and the parties shall determine if such communication shall be completed.

Consultant shall consult with HCJFS Representative as necessary to assure understanding of the Services and satisfactory completion thereof. The HCJFS Representative may be contacted at HCJFS 222 E. Central Pkwy, Cincinnati, Ohio 45202, Office xxxxxxxx. Their telephone and fax number is xxx-xxx-xxxx and xxx-xxx-xxxx respectively.

## **2. Term and Termination**

2.1. Term. This Agreement shall commence as of **MM/DD YYYY** and, unless modified by mutual agreement of the parties or terminated earlier pursuant to its terms, shall continue in effect until **MM/DD/YYYY** (“Contract Term”).

2.2. Termination. This Agreement or any individual Schedule may be terminated by either party upon seven (7) days prior written notice if the other party breaches any material term hereof and thereof and the breaching party fails to cure such breach within seven (7) days after receiving notice of such breach from the non-breaching party. In addition, HCJFS may terminate this Agreement at any time for any reason or for no reason at all upon thirty (30) days written notice delivered to Consultant.

2.3. Return of Materials and Information. Upon termination of this Agreement or at any time upon HCJFS’s written request, Consultant shall promptly return to HCJFS all copies of any Confidential Information or other data, records, information or materials provided to Consultant by HCJFS in connection with this Agreement. Notwithstanding the foregoing, Consultant shall be permitted to keep copies or notes of Confidential Information as part of its confidential, work paper record of the Services it has performed under this Agreement. Upon payment of the Services performed prior to the termination date, Consultant shall furnish to HCJFS all work in progress or portions thereof, including all incomplete work or work product developed or created by Consultant in connection with the Services.

2.4. Dispute Resolution. The parties agree that, in the event of a dispute or alleged breach subject to Section 2.2., they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management and, then if necessary, to use a mutually agreed alternative dispute resolution technique prior to resorting to litigation.

## **3. Fees, Expenses and Payment**

### **3.1. Payment for Services**

3.1.1. Fees. In consideration of Consultant performing the Services, County agrees to compensate Consultant in the amount of **\$\$\$\$\$\$\$ per hour** for the services performed by Consultant listed in the individual Schedule. In no event shall Consultant’s aggregate compensation exceed the Total Fee as set forth in each Schedule inclusive of the expenses set forth in Section 3.2 herein.

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

3.1.2. Monthly Invoice. On a monthly basis, original invoices, signed by Consultant, will be sent to HCJFS within thirty (30) days of the end of the service month for the Services performed pursuant to an individual Schedule. Invoices must provide separate details for expenses and hourly service charges. Consultant 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 two (2) months after a service month.

Consultant will indicate purchase order and Employer Identification Number (EIN/Federal Identification Number) on all invoices submitted for payment.

3.1.3. Payment. The County shall use its best efforts to pay the amount owed for each invoice within thirty (30) days after HCJFS's receipt of such invoice for all invoices received in accordance with the terms of this Contract. In the event Consultant is unable to complete the Services, and unless otherwise agreed to by HCJFS in writing, no further fees for the completion of the Services shall be owed by HCJFS to Consultant under this Agreement or otherwise.

**Delete the following clause as necessary**

3.2. Reimbursement of Expenses. HCJFS shall pay 100% of Consultant's reasonable out-of-pocket expenses for travel (excluding travel time), food and lodging; provided that such expenses are for travel made at HCJFS's request, are at the lowest practical rate and are for work as described in the Schedule, in accordance with the following:

- Consultant travel arrangements by air, bus, rail or other commercial carrier must be made at the lowest practical rate. Expenses claimed for travel by any commercial carrier must be supported by a ticket or other source documentation. In the event Consultant travels to Cincinnati for work for matters not related to this Contract, Consultant agrees only to bill HCJFS for travel expenses incurred in relation to time spent in performance of services hereunder.
- Consultant may be reimbursed for costs incurred during travel to and from destination for any bus, shuttle, taxi, subway, or other local transportation, plus all tips associated with transportation, and highway, bridge, ferry and toll charges. In addition, Consultant may also be reimbursed for all parking expenses except parking meter expenses. Receipts must be obtained for all expenses incurred.
- All expenses may be claimed for rental cars (except insurance). Expenses must be supported by an invoice and rental agreement. Rentals must be made at the lowest practical rate and justification will be required for any rental considered larger than intermediate.
- If travel requires overnight travel, Consultant shall be reimbursed for the actual cost of lodging at the lowest practical single rate at the nearest and most reasonable lodging facility. A detailed receipt must be obtained for any lodging.

- **Meal Expenses** – Consultant may request reimbursement not to exceed eight dollars (\$8.00) for breakfast, ten dollars (\$10.00) for lunch, and seventeen dollars (\$17.00) for dinner. These maximum amounts include tips, and must be supported by original or legible copies of original receipts.
- **Consultant business expenses** such as copy and fax service, long distance phone calls, postage, purchase of items necessary for authorized HCJFS business are allowable, as long as receipts are submitted. In addition, telephone calls to transact County business and personal telephone calls of a reasonable number and length made from Consultant's hotel room may be charged to Consultant's room bill and reimbursed as a lodging expense.

**3.3 Unallowable Costs.** Consultant warrants and represents the following costs will not be included in any invoice submitted for payment: 1) equipment or facilities procured under a lease-purchase arrangement unless it is applicable to ownership such as depreciation, utilities, maintenance and repair; 2) bad debt or losses arising from uncollectible accounts and other claims and related costs; 3) 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; 7) 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) 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 rule 5101:2-47-26.1 of the Administrative Code; 13) losses 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 exception of federal funds authorized by federal law to be used to match other federal funds; 22) advertising costs with exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through lack of available insurance coverage. Consultant warrants that claims made to HCJFS for payment for services provided shall be for actual services rendered and do not duplicate claims made by Consultant to other sources of funds for the same service.

**3.4 Payments Following Termination.** In the event either party terminates this Agreement because of a breach of this Agreement, or HCJFS terminates this Agreement for its convenience, Consultant shall be entitled to payment for Services performed up to the time the breach or termination occurred. Within seven (7) days after any termination of this Agreement, Consultant shall submit to HCJFS an invoice for any fees that have theretofore accrued under this Agreement. HCJFS, upon payment of accrued amounts so

invoiced, shall have no further liability or obligation to Consultant under this Agreement for any further fees, expenses or other payments of any nature whatsoever for the Services.

#### **4. Ownership Rights**

4.1. Work Product. For the purposes of this Agreement, “work or work product” includes, but is not limited to, all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, secret processes, trade secrets, trademarks, copyrightable subject matter, software, data, electronic files, drawings, models, specifications and maps (including any modifications or improvements to any of the foregoing) or any other work developed or produced during the performance of this Agreement by Consultant or Consultant Employees or subcontractors whether individually or jointly with HCJFS. Consultant expressly acknowledges that all right, title and interest to all work or work product developed or produced under this Agreement and all copies thereof are the sole property of HCJFS and are subject to the restrictions provided for in Section 5. hereof. All work or work product may be used by HCJFS in whole or in part or in a modified form for such purposes as it deems advisable, without further employment or payment of additional compensation to Consultant or its subcontractors. The Consultant shall be permitted to retain copies of work or work product for information and reference only. In the event that HCJFS reuses any of the work or work product for purposes other than those contemplated by this Agreement, the Consultant’s name shall be removed there from and HCJFS shall assume full responsibility for the reuse of such work or work product. The Consultant shall have no liability or responsibility arising from such reuse by HCJFS.

4.2. Property Ownership. Consultant understands and agrees that all right, title and interest in and to any programs, systems, data, information and other materials furnished to Consultant by HCJFS hereunder are and shall remain the sole and exclusive property of HCJFS. All such items shall constitute “Confidential Information” of HCJFS, subject to the provisions of Section 5.1. of this Agreement.

4.3. General Knowledge. Consultant shall be free to use for the performance of services to others its pre-existing general knowledge, skills and experience, and any pre-existing ideas, concepts, know-how, and techniques and modifications thereto within the scope of its consulting practice that are used in the course of providing the Services.

#### **5. Confidential Information**

5.1. Protection of Confidential Information. All information owned, possessed or used by HCJFS which is communicated to, learned, developed or otherwise acquired by Consultant, in the performance of the Services (“Confidential Information”), shall be confidential and Consultant shall not, beginning on the date of first association or communication between HCJFS and Consultant and continuing through the term of this Agreement and thereafter, disclose, communicate or divulge or permit disclosure, communication or divulgence to another, or use for Consultant’s own benefit or the benefit of another, any such Confidential Information without the prior written consent of HCJFS as applicable. This section shall be binding upon Consultant, Consultant Employees,

subcontractors and all individuals assigned by Consultant to perform Services for HCJFS and shall survive termination of this Agreement.

5.2. Compliance with Legal Demands. If Consultant receives a “public record” request pursuant to Ohio Revised Code 149.43, a subpoena or other validly issued administrative or judicial process requesting discovery or disclosure of Confidential Information, it shall provide prompt notice to HCJFS Representative of such receipt. HCJFS shall, with respect to its own Confidential Information, within forty-eight (48) hours of receipt of the notice from the Consultant, notify the Consultant that either 1) the Consultant is permitted to disclose the requested Confidential Information upon which Consultant is entitled to comply with such public record request, subpoena or other process to that extent required by law or 2) it objects to the release of the Confidential Information and that it intends to take immediate legal action to prevent the release of the requested Confidential Information to a third party. Upon Consultant’s receipt of notification from HCJFS not to disclose the Confidential Information as provided in Section 5. herein, Consultant shall take no further action with regard to the public record request, subpoena or other process unless explicitly ordered to do so by a court of competent jurisdiction. A failure by HCJFS to respond within forty-four (48) hours shall be deemed permission to the Consultant to release the requested Confidential Information. Services provided hereunder do not include Consultant acting as an expert witness or otherwise providing litigation support services.

5.3. Exclusions. Notwithstanding anything to the contrary herein, the provisions of this Section 5. are not intended to cover information which is (i) in the public domain, or becomes generally known, through no fault of the recipient; (ii) is rightfully known to the recipient without obligation of confidence prior to disclosure hereunder, (iii) is lawfully obtained without obligation of confidence by the recipient from a third party whose disclosure does not violate an obligation of confidence; or (iv) is independently developed by Consultant without reference to the Confidential Information.

## **6. Warranties**

6.1. Warranty of HCJFS. HCJFS warrants and represents as of the date of this Agreement that it is duly organized and validly existing under the laws of the State of Ohio and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions. All required action of HCJFS needed to authorize the execution, delivery and performance by HCJFS of this Agreement and the transactions contemplated hereby have been taken and are in full force and effect. This Agreement has been duly executed and delivered and constitutes the valid, legal and binding obligation of HCJFS, enforceable in accordance with the terms hereof except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors’ rights generally and other forms of equitable relief are subject to equitable defenses, the discretion of the court before which any proceedings therefor may be brought and the principles of equity in general. There are no suits, threatened or pending, nor claims against HCJFS, that might materially adversely affect the ability of HCJFS to meet and carry out its obligations under this Agreement. Execution

of this Agreement by HCJFS will not contravene any provision of, or constitute a default under, any other agreement or instrument to which it is a party or by which it or its property may be bound.

6.2. Warranties of Consultant. Consultant warrants and represents that: (a) Consultant has the full and unrestricted right, power and authority to enter into this Agreement and to perform Consultant's obligations in accordance with the terms of this Agreement; and (b) Consultant will perform all Services exercising due care and in a workmanlike, professional and conscientious manner, using Consultant Employees having the proper expertise, skills, training and professional education to render the services which such Consultant Employees provide to HCJFS and (c) Consultant is qualified to do business in the State of Ohio and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions. All required corporate action needed to authorize the execution, delivery and performance by Consultant of this Agreement and the transactions contemplated hereby have been taken and are in full force and effect. This Agreement has been duly executed and delivered and constitutes the valid, legal and binding obligation of Consultant, enforceable in accordance with the terms hereof except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and other forms of equitable relief are subject to equitable defenses, the discretion of the court before which any proceedings therefor may be brought and the principles of equity in general. There are no suits, threatened or pending, nor claims against Consultant, that might materially adversely affect the ability of Consultant to meet and carry out its obligations under this Agreement. Execution of this Agreement by Consultant will not contravene any provision of, or constitute a default under, any other agreement or instrument to which it is a party or by which it or its property may be bound.

## **7. Governing Law**

The validity, terms, performance and enforcement of this Agreement shall be governed and construed by its provisions and in accordance with the laws of the State of Ohio (without regard to conflicts of laws principles) as if this Agreement were negotiated, executed, delivered and performed solely in the State of Ohio. Consultant hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state and federal courts located in Cincinnati, Ohio for any action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. The provisions of this Section 7 shall survive any termination of this Agreement.

## **8. Insurance**

During the term of this Agreement, Consultant shall maintain the following types of insurance in the following minimum amounts:

8.1. Commercial General Liability insurance with coverage contained in Insurance Services Office Occurrence Form CG 00 01 00 93 or equivalent with minimum



limits of \$1 million per occurrence and \$1 million in the aggregate and at least \$100,000 in legal liability fire damage. Coverages shall include:

- a. Additional insured endorsement
- b. Product Liability
- c. Blanket contractual liability
- d. Broad Form property damage
- e. Severability of Interests
- f. Personal Injury
- g. Joint venture as named insured (if applicable)

8.2. Automobile Liability insurance with a minimum of \$1 million, combined single limit.

8.3. Professional Liability insurance of at least \$1 million per claim and \$2 million in the aggregate.

8.4. Worker's Compensation insurance at the statutory limits required by the Ohio Revised Code.

8.5. Employer's Liability coverage of at least \$1 million per accident for bodily injury or disease for individuals employed by Consultant.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Consultant 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.

Further, Consultant agrees with following provisions:

8.6. The Board of County Commissioners, Hamilton County, Ohio and their employees, officials, agents and volunteers will be endorsed as additional insureds on the Commercial General Liability and Automobile Liability policies.

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

8.8. Consultant's Commercial General Liability insurance policy shall be primary insurance with respect to the Board of County Commissioners, Hamilton County, Ohio and their respective employees, officials and agents. Any insurance or self-insurance maintained by the Board of County Commissioners, Hamilton County, Ohio shall be excess of the Consultant's insurance and shall not contribute to it.

8.9. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be cancelled or materially changed except after thirty (30) days prior written notice given to: Hamilton County Risk Manager at [COI@hamilton-co.org](mailto:COI@hamilton-co.org).

8.10. Consultant shall furnish Hamilton County Risk Manager with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements are to be received before this Agreement commences. HCJFS 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.

The insurance endorsement forms and the certificate of insurance forms will be emailed to the Hamilton County Risk Manager at [COI@hamilton-co.org](mailto:COI@hamilton-co.org) and to Agency at [HAMIL\\_ContractServicesCommunication@jfs.Ohio.gov](mailto: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."

8.11. Maintenance of the proper insurance for the Agreement term in a material element of this Agreement. Material changes in the required coverages or cancellation of the coverages shall constitute a material breach of this Agreement.

8.12. If any or all of the Services are subcontracted, Consultant shall ensure the subcontractor complies with all insurance requirements contained within this Section 8.

## **9. Indemnification**

9.1. To the fullest extent permitted by and in compliance with applicable law, Consultant shall and does agree to indemnify, protect, defend and hold the Board of County Commissioners, Hamilton County, Ohio, and their members, officers, employees and agents (collectively "Indemnified Parties") harmless from and against all claims, damages, losses, liens, cause of action, suit, judgments and expenses, including reasonable attorney's fees and other costs of defense (collectively "Damages"), which (a) arise out of, are caused by or result from bodily injury or death of any persons or damage or destruction to tangible property, and (b) are caused by any negligent acts, intentional misconduct or omissions of the Consultant, its officers, employees and subcontractors, agents, assigns and those designated by Consultant to perform the Services under this Agreement. Notwithstanding the foregoing, Consultant shall not be required to indemnify the Indemnified Parties for Damages to the extent such Damages result from the Indemnified Parties' negligence.

9.2. To the fullest extent permitted by and in compliance with applicable law, Consultant shall and does agree to indemnify, protect, defend and hold the Indemnified Parties harmless from and against all Damages, of any nature, kind or description, which result from any claimed infringement of any copyright, patent or other intangible property

rights by the Consultant, anyone directly or indirectly employed by Consultant, Consultant's subcontractors or anyone for whose acts the Consultant may be liable.

9.3. Consultant shall cause each agreement between it and any of its subcontractors to contain an indemnification provision for the benefit of the Indemnified Parties in the form contained in this Section 9.

**10. Waiver: Amendment**

Neither the failure of any party to this Agreement to take any action or to demand compliance with its terms shall be deemed to be a waiver of any right or remedy of any party hereunder nor shall any action taken pursuant to this Agreement, including any investigation by any party hereto or any demand for partial relief or for compliance with its terms in a single instance, be deemed to constitute a waiver by the party taking such action or making such demand of any right or remedy hereunder. No waiver of any particular term hereof or in any particular instance shall in any event be deemed a waiver of any subsequent occurrence under the same or any other term contained herein. The waiver by a party of any of the conditions precedent to its obligations under this Agreement shall not preclude it from seeking a remedy for breach of this Agreement. No waiver of any right or remedy hereunder and no amendment, change or modification of the terms hereof or rescission or termination hereof shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.

**11. Assignability**

This Agreement is a personal service agreement for the services of Consultant and Consultant's interest in this Agreement, duties hereunder and or fees due hereunder may not be assigned, subcontracted or delegated to a third party without the prior written consent of HCJFS. All subcontractors are subject to the same terms, conditions, and covenants contained within this Agreement.

**12. No Assurances**

Consultant acknowledges that, by entering into this Agreement, HCJFS is not making any guarantee or other assurance as to the extent, if any, that HCJFS will utilize Consultant's services.

**13. Duplicate Originals**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

**14. Entire Agreement**

This Agreement and the exhibit(s) attached hereto set forth the entire understanding between the parties concerning the subject matter hereof and supersede all contemporaneous and prior negotiations, understandings, and agreements with respect to the subject matter hereof. There are no covenants, promises, agreements, conditions or understandings, whether oral or written, among the parties hereto relating to the subject matter of this Agreement other than those set forth herein. No representation or warranty has been made by or on behalf of any party to this Agreement (or any officer, director, employee or agent thereof) to induce any other party to enter into this Agreement or to abide or consummate any transactions contemplated by any terms of this Agreement, except representations and warranties, if any, expressly set forth herein.

**15. Partial Invalidity**

If any term or provision of this Agreement or the application thereof to any person, entity or circumstance, shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**16. Press Releases**

Consultant shall not issue any press releases or engage in any dialogues or interviews regarding the Services with the media or any other persons or entities for the dissemination to the general public without the prior written consent of HCJFS Representative.

**17. Conflict of Interest**

Consultant agrees that there is no financial interest involved on the part of any HCJFS officers or employees involved in the development or negotiations of this Agreement. Consultant also 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 officer or employee will gain financially or receive personal favors as a result of the signing or implementation of this Agreement.

**18. Equal Employment Opportunity**

In connection with the performance of Services under this Agreement, Consultant shall not discriminate against any employee, contract worker, or applicant for employment or contract work because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief, Vietnam-era veteran status or place of birth. The aforesaid provisions shall include, but not be 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. Consultant agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Consultant will, in all solicitations or advertisements of employees placed by or on behalf

of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief, Vietnam-era veteran status or place of birth. Consultant shall incorporate the foregoing requirements of this Section 18 in all of its contracts for any of the Services described herein and will require all of its subcontractors for any part of such services to incorporate such requirements in all subcontracts for such services.

**19. Child Support Enforcement**

Consultant agrees to cooperate with HCJFS in ensuring that Consultant Employees meet child support obligations established under state law. Consultant certifies present and future compliance with any order for the withholding of child support that is issued pursuant to Sections 3113.21 and 3113.214 of the Ohio Revised Code.

**20. Drug-Free Workplace**

Consultant shall comply with all applicable state and federal laws regarding a drug-free workplace. Consultant will make a good faith effort to ensure that all Consultant Employees performing Services will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**21. Ohio Works Program**

Pursuant to Chapters 5107 and 5108 of the Ohio Revised Code, Consultant agrees not to discriminate in hiring and promoting applicants for and participants in the Ohio Works Program. Consultant shall incorporate the foregoing requirement of this Section 21. in all of its contracts for any of the Services described herein and will require all of its subcontractors for any part of such services to incorporate such requirements in all subcontracts for such services.

**22. Survival of Terms**

In addition to provisions that expressly provide for survival following expiration or termination of this Agreement or an individual Schedule, those provisions of the Agreement which by their very nature are incapable of being performed or enforced prior to expiration or termination of this Agreement or which suggest at least partial performance or enforcement following such expiration or termination, shall survive any such expiration or termination of this Agreement or an individual Schedule.

**23. Certification of Funds**

Each payment obligation of HCJFS contained herein is conditioned upon the availability of state and local government funds, which are appropriated or allocated and certified for the payment of such obligation. If funds are not allocated and available and certified for the continuance of the function performed by the Consultant pursuant to this

Agreement or any Schedule of Services hereunder, the products or services directly or indirectly involved in the performance of that function may be termination by HCJFS at the end of the period for which funds are available. HCJFS shall notify the Consultant in writing at the earliest possible time of any products or services which will or may be affected by a shortage of funds. No penalty shall accrue to HCJFS in the event this provision is exercised, and HCJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

### **23. Notices**

All notices provided for in this Agreement, including, but not limited to, notices of default hereunder and termination of this Agreement, shall be in writing and shall be deemed to have been properly given (a) upon receipt if delivered in person or by a nationally recognized overnight courier service or sent by electronic facsimile with receipt confirmed (provided a copy is sent the same day by either overnight courier or certified mail) or (b) as of the third business day after being sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to HCJFS:	Name/Title 222 E. Central Pkwy. 7 <sup>th</sup> Floor Cincinnati, Ohio 45202 Telephone (513) 946-0885 Email <a href="mailto:michael.patton@jfs.ohio.gov">michael.patton@jfs.ohio.gov</a>
If to Consultant:	Name/Title Street City/State/Zip Telephone Email

Or such other address as may be furnished in writing by either party to the other. Either party may change its address for the purpose of receiving notices under this Agreement by written notice to the other party in the manner set forth above.

### **24. 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.

### **25. Debt Check Provision**

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract,

Consultant warrants that a finding for recovery has not been issued to Consultant by the Ohio Auditor of State. Consultant further warrants that Consultant shall notify HCJFS within one (1) business day should a finding for recovery occur during the Contract term.

**26. Additional Contract Contacts**

**A. HCJFS Contacts**

<b>Name</b>	<b>Telephone</b>	<b>Email</b>	<b>Department</b>	<b>Responsibility</b>
			Contract Services	contract changes, contract language
			Program Management	service point of contact, consultation assignments, invoice review
	(513) 946-2461		Fiscal	billing & payment, invoice processing

**B. Consultant Contacts**

<b>Name</b>	<b>Telephone</b>	<b>Email</b>	<b>Department</b>	<b>Responsibility</b>
				contract changes, contract language
			Program Management	service point of contact, consultation assignments, invoice review
			Fiscal	billing & payment, invoice processing

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

**SIGNATURES**

**Board of County Commissioners  
Hamilton County, Ohio**

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

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

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

**Consultant Name**

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

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

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

Recommended By:

\_\_\_\_\_  
Michael Patton, Director  
Hamilton County Department of Job & Family Services  
Hamilton County, Ohio

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

Approved as to Form:

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

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



**EXHIBIT A**

**SCHEDULE #1**  
**SCOPE OF SERVICES**

**TO CONSULTING AND SERVICES CONTRACT BETWEEN THE HAMILTON  
COUNTY DEPARTMENT OF JOB & FAMILY SERVICES (HCJFS), AND  
Consultant Name (“CONSULTANT”)**

**I. DESCRIPTION OF SCOPE OF SERVICES**

**II. ASSIGNED CONSULTANT PERSONNEL**

(Assigned personnel named subject to 1.4.1 of the contract between HCJFS and Consultant.)

**III. MAXIMUM PROJECT FEE**

The maximum total fee, inclusive of expenses, to be paid Consultant for the performance of the Services pursuant to this Exhibit shall not exceed  
\$\$\$\$\$\$\$\$\$\$\$\$ (“Total Fee”).

**IV. SCHEDULE FOR COMPLETION OF SERVICES**

Upon deadlines to be mutually established and approved by the parties, the following services will be completed:

**V. TERM OF SCHEDULE**

Consultant shall commence the Services herein on MM/DD/YYYY, (the “Commencement Date”). The Consultant shall complete the Services by MM/DD/YYYY (the “Completion Date”).

Consultant and HCJFS acknowledge and agree that the Services set forth in this Scope of Services shall be subject to and governed by all terms and conditions of the Consulting and Services Contract NNNNNNN entered into between HCJFS and the Consultant and shall constitute an Exhibit to said Agreement.