**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, (“Vendor”) doing business as enter only if different name, with an office at Name and Street address, Cincinnati, Ohio, 45202, whose telephone number is (513) xxx-xxxx, for the purchase Roadside Assistance for Hamilton County Service.

1. **TERM**

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

The total amount of the Contract shall not exceed $ 000,000.00) over the Initial Term.

In addition to the terms set forth above, Contract may be renewed, at the County’s option for five (5) one (1) year terms at the prices set forth below. County will provide Vendor written notice of its intent to renew at least thirty (30) days prior to the expiration of the term then in effect.

1. **SCOPE OF SERVICE**

Subject to terms and conditions set forth in this Contract, the Vendor agrees to perform Roadside Assistance and Towing 24 hours per day, 365 days a year for Hamilton County Job & Family Services Staff.

1. **BILLING AND PAYMENT**
2. County agrees to compensate the Vendor at the amount set forth in Exhibit ? for the services performed by the Vendor.

B. Billing and Payment Original invoices, signed by the Vendor, will be sent each month to Douglas Conner, Hamilton County Dept. of Job and Family Services Cincinnati, Ohio 45202 within thirty (30) days of the end of the service month. Vendor shall make all reasonable efforts to include all service provided during the service month on the invoice. Under no circumstances will HCJFS make payment for any services invoiced after 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. NOTE: If an invoiced Unit of Service is not a full hour, portions of a unit should be billed as follows:

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

C. Invoice and Payment Procedure

1. Within thirty (30) days of the end of the service month, Provider shall send an invoice to HCJFS. Provider shall make all reasonable efforts to include all Service provided during the service month on the invoice. Separate invoices must be provided for each service month. All invoices must include the following information:

a. Provider’s name, address and telephone number;

b. Vendor number;

c. Unique invoice number;

d. The number of Units of Service supplied by Provider 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

j. Must have both the Vendor’s/Provider’s and JFS Program Person’s, original

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.

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

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

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

1. **AVAILABILITY AND RETENTION OF RECORDS**

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

1. **CONFLICT OF INTEREST**

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

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

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

1. **ASSIGNMENT AND SUBCONTRACTING**

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

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

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.

Vendor acknowledges and agrees that only staff from the Contract Services Section of HCJFS may initiate contract changes with the approval of the County. In no event will an oral 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 Vendor Thirty (30) calendar days prior to the effective date of termination.

            2. By Vendor:

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

  B. Termination for Cause by HCJFS

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

If Vendor fails to cure the default in accordance with an approved plan, then HCJFS may terminate this Contract at the end of the 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 Vendor.

C. Effect of Termination

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

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

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

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

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

1. Prohibitions for Purchases of Telecommunication & Video Surveillance from Selected Vendors - Vendors 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**

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

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

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

1. **Non-Discrimination in the performance of services**
2. Provider 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 Vendor 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. **VENDOR SOLICITATION OF HCJFS EMPLOYEES**

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

1. **RELATIONSHIP**

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

1. **DISCLOSURE**

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

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

1. **CONFIDENTIALITY**

The Vendor agrees to comply with all federal and state laws applicable to HCJFS and consumers of HCJFS concerning the confidentiality of HCJFS consumers. The Vendor understands that any access to the identities of any HCJFS consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. The Vendor agrees that the use or disclosure of information concerning HCJFS consumers for any purpose not directly related to the administration of this Contract is prohibited. Vendor will ensure all Consumer documentation is protected and maintained in a secure and safe manner. Vendor 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. Vendor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Contract.

Audits will be conducted using 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.

Vendor agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims.  Vendor recognizes and agrees that HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract.  When an overpayment is identified and the overpayment cannot be repaid in one (1) month, Vendor 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.  Vendor shall cause to be conducted an annual independent audit report.  Within fifteen (15) days of receipt, Vendor agrees to give HCJFS a copy of Vendor’s most recent annual report and most recent annual independent audit report.

C.  HCJFS reserves the right to evaluate programs of the Vendor 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 Vendor’s own time and expense.

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

1. **WARRANTY**

The Vendor 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 Vendor 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 Vendor 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 Vendor shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect HCJFS’ property or employees which are necessary to Vendor’s ability to perform.

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

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

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. Vendor agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, HCJFS shall make available the Contract and all public records generated as a result of this Contract.

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

1. **DRUG-FREE WORKPLACE**

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

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, Vendor agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works First Program. Vendor also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to HCJFS consumers.

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

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

1. **AMENDMENTS**

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

1. **INSURANCE**

Provider agrees to procure and maintain for the term of this Contract the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-: VII. Waiver of subrogation shall be maintained by Provider 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. Provider 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. Business auto liability insurance of at least One Million Dollars ($1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Contract contemplates the transportation of the users of Hamilton County services (such as, but not limited to HCJFS Consumers) and Provider provides this service through the use of its employees’ privately owned vehicles “POV”, then the Provider’s Business Auto Liability insurance shall sit excess to the employees “POV” insurance and provide coverage above its employee’s “POV” coverage.

Provider agrees the business auto liability policy will be endorsed to provide this coverage.

1. Professional liability (errors and omission) insurance of at least One Million Dollars ($1,000,000.00) per claim and in the aggregate.
2. Umbrella and excess liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
3. Additional insured endorsement;
4. Pay on behalf of wording;
5. Concurrency of effective dates with primary;
6. Blanket contractual liability;
7. Punitive damages coverage (where not prohibited by law);
8. Aggregates: apply where applicable in primary;
9. Care, custody and control – follow form primary; and
10. Drop down feature.

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

1. Workers’ Compensation insurance at the statutory limits required by Ohio Revised Code.
2. The Provider 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](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.”
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](mailto:COI@hamilton-co.org) and to Agency at [HAMIL\_ContractServicesCommunication@jfs.Ohio.gov](mailto:HAMIL_ContractServicesCommunication@jfs.Ohio.gov).
6. Provider 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 Provider’s obligation to maintain such insurance.

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

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

In addition**,** Vendor 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 Vendor. In the event Vendor 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 Vendor 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**

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

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 Provider 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 Provider’s right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

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

1. **DEBARMENT AND SUSPENSION**

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

1. **FAITH BASED ORGANIZATIONS**

If Vendor is a faith based organization, Vendor agrees that it will perform the duties under this Contract in compliance with Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of 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 Vendor. If any Consumers objects to the religious character of the organization, Vendor will immediately notify HCJFS.

1. **CHILD SUPPORT**

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

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, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor ofState. Vendor further warrants that Vendor 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**

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency Regulation. Vendor understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 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**

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

**42. SCREENING AND SELECTION**

1. Criminal Record Check and Fingerprint-Based Checks

                       Provider warrants and represents it will comply with ORC 2151.86 and will complete all required criminal record checks with respect to any person under final consideration for appointment or employment as a person responsible for services delivered to consumers. 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 every year thereafter. In addition to request to the Bureau of Criminal Identification and Investigation (“BCII”), Provider shall also obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff’s Office (or appropriate local Police and Sheriff’s Offices) and any additional law enforcement or police department necessary to conduct a complete criminal record check of each individual assigned to work with Consumers. When a request is made to the BCII at the time of initial application for appointment or employment, it shall include a request that the BCII obtain information from the Federal Bureau of Investigation as part of the criminal records check, including fingerprint-based checks of national crime information databases as described in 42 USC 671, for the person subject to the criminal records check. In all other cases, when a request is made to the BCII at the time of initial application for appointment or employment, it may include a request that the BCII obtain information from the Federal Bureau of Investigation as part of the criminal record check, including fingerprint-based checks of national crime information databases as described in 42 USC 671, for the person subject to the criminal record check.

                        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 ?. 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.

1. **NO ASSURANCES**

Vendor acknowledges that, by entering into this Contract, HCJFS is not making any guarantees or other assurances as to the extent, if any, that HCJFS will utilize Vendor’s services or purchase its goods. In this same regard, this Contract in no way precludes, prevents, or restricts Vendor from obtaining and working under additional contractual arrangement(s) with other parties, assuming the contractual work in no way impedes Vendor’s ability to perform the services required under this Contract. Vendor warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to provide the goods or perform the services under this Contract.

**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 Vendor’s contract, the following items may be reviewed and/or verified:

1. **CONTACT INFORMATION**

A. HCJFS Contacts

Vendor should contact the following HCJFS staff with questions:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name & Email** | **Phone #** | **Department** | **Responsibility** |
|  |  | Contract Services | contract changes, contract language |
|  |  |  | billing & payment |
|  |  |  |  |
|  |  |  |  |

B. Vendor Contacts

HCJFS should contact the following Vendor 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 Vendor Name)

Job & Family Services

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

*(Signature) (Signature)*

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

*(Print) (Print)*

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

*(Print) (Print)*

Date: Date: \_

Recommended By:

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

Michael Patton, Interim 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:\_\_\_\_\_\_\_\_\_\_