

# **Columbiana County Department of Job and Family Services**

## **Request For Proposal**

### *Legal Services for Columbiana County Department of Job and Family Services for Human Resource Management*

Issue Date:	October 15, 2018
Deadline for Submission of Proposals:	November 16, 2018 Columbiana County Department of Job and Family Services 7989 Dickey Drive, Suite 2 Lisbon, Ohio 44432
Contact information for Technical assistance:	Susan Hawkins, Fiscal Specialist Business Office Columbiana County Department of Job and Family Services 7989 Dickey Drive, Suite 2 Lisbon, Ohio 44432 330-420-6674 Susan.Hawkins@jfs.ohio.gov

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### **Section 1 Purpose**

The Columbiana County Department of Job and Family Services (CCDJFS) announces the release of a Request For Proposal (RFP) for the purpose of obtaining proposals from all government and educational entities; private non-profit, private for profit, faith based organizations; or individuals for the purpose of selecting a vendor(s) to provide *Legal Services for Columbiana County Department of Job and Family Services for Human Resource Management*.

### **Section 2 Background**

Columbiana County Job and Family Services is a triple combined social service agency administering public assistance, child support, and children services programs.

CCDJFS does not discriminate on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief or citizenship in the awarding of contracts. The CCDJFS is an equal opportunity employer; auxiliary aids and services are available upon request to individuals with disabilities.

### **Section 3 Scope of Work**

Attorneys to perform services in assisting the CCDJFS as may be instructed by the CCDJFS, including advice and services in order for the CCDJFS to carry out their human resource management, civil service administration, labor relations programs and other matters related to personnel. Such services to the CCDJFS include:

- A. To advise the CCDJFS as to the implications of both economic and non-economic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements.
- B. To advise the CCDJFS and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with the CCDJFS:
- C. To provide any other necessary representation to the CCDJFS's management personnel and elected officials throughout specific negotiating periods and, at the request of the CCDJFS, on other matters relating to the CCDJFS's labor relations program, civil service, or as otherwise directed.
- D. To provide human resource training to CCDJFS staff on-site and/or via the web as determined necessary and requested by the CCDJFS

### **Section 4 Available Funds**

The amount of funds available under this RFP should be expended from January 1, 2019 through December 31, 2019. The amount of any award is dependent upon the availability of funding through allocations received from the Ohio Department of Job and Family Services. Funds may not be used to supplant existing programs; they may be used to expand existing programs. One or more proposals may be selected to provide the describe services.

## **Section 5 Submission Criteria**

Proposals must be submitted to CCDJFS in strict accordance with proposal submission instructions provided in this section. Any proposal failing to follow the entire proposal acceptance criteria listed below shall be disqualified from consideration. .

Proposals must be received no later than 4:30 P.M. on November 16, 2018.

Proposals must be mailed or hand delivered to Columbiana County Department of Job and Family Services, 7989 Dickey Drive, Suite 2, Lisbon, Ohio. Faxes will not be accepted. No confirmation of mailed proposals received can be provided. Materials received after the deadline date will not be added to previous submissions and will not be considered.

**PLEASE DO NOT PUT THE PROPOSAL IN ANY TYPE OF BINDER.** CCDJFS reserves the right to reproduce proposals. Proposals should **not** be bound at the edges. Anything used to fasten the proposal together in a permanent manner such as three-ring binders, spiral binders, staples, or report covers is considered a binder. Rubber bands, paper clips and binder clips may be used to fasten proposals together, as these are easily removed. Also, proposal sections may not be separated using tab systems. **Proposals received in a binder will not be reviewed for funding consideration. This requirement will be strictly enforced.**

Proposals must be **typed on 8.5 X 11 paper.**

One original and **two copies** of the proposal must be submitted.

The Cover sheet of the proposal must be **signed** by the responsible bidder's representative.

All required **attachments** must be completed and included in the proposal.

All pages shall be **sequentially numbered.**

It is mandatory that proposals be organized in the requested order, and that, wherever appropriate, sections/portions of the proposal make reference by section number/letter to those RFP requirements to which they correspond.

## **Section 6 Contact information**

Bidders are cautioned that communication attempts which do not comply with instructions provided in this section of the RFP will not be answered.

Questions and comments may be address to: Susan Hawkins by phone at 330-420-6674 or by e-mail at Susan.Hawkins@jfs.ohio.gov or in person with a prior appointment at Columbiana County Department of Job and Family Services, 7989 Dickey Drive, Suite 2, Lisbon, Ohio 44432.

## Section 7 Anticipated procurement time table

October 15, 2018	RFP released
November 16, 2018	Deadline for bidders to submit proposal
November 26, 2018	CCDJFS issues contract award letters (estimate)
January 1, 2019	Contract begin date, (estimated, work may not begin prior to Columbiana County Board of County Commissioners passing a resolution)
December 31, 2019	Contract end date (all work must be satisfactorily completed by this date)

## Section 8 Bidder Qualifications

Any government, educational entities; private non-profit, private for profit, faith based organizations; or individuals with twelve consecutive months of documented, successful experience within the past two years in providing appropriate/comparable services is eligible to apply. All sub-contractors must also comply with these qualification requirements.

## Section 9 Selection Process

The selection process is divided into two phases. In the first phase all of the proposal acceptance criteria must be met by the bidder before the proposal will receive further consideration. In the second phase, the evaluation criteria will be judged on a numeric scale by the Review Committee. The Review Committee will be composed of CCDJFS representative including, but not limited to, the agency director and at least one other program staff member. The committee may also consist of one to three more members from either CCDJFS Planning Committee or other appropriate Community Partners. A proposal which is incomplete, vague, unjustifiably wordy, unclear, or poorly organized may not be successful. CCDJFS reserves the right to select one or more vendors to enter into a contract with and to select all or part of a proposal.

## Section 10 Compliance with Various Codes and Regulations

As a condition of entering into a contract with CCDJFS, the contractor and subcontractor(s) will be required to comply with the following:

**Health Insurance Portability & Accessibility Act (HIPAA)** 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of CCDJFS that meets the definition of PHI as defined by HIP AA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.50 1 and any amendments thereto. (**attachment 1**)

**Accessibility of Program to Handicapped** section 504 of the Rehabilitation Act of 1973, as amended (29 V.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract. Successful bidder(s) will be required to sign a compliance statement as provided in **attachment 1**.

**Civil Rights:** there shall be no discrimination against any client or any 'employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973; the Age of Discrimination Act of 1975; Title IX of the Education Act of 1972; the Omnibus Budget Reconciliation Act of 1981; the Americans with Disabilities Act of 1990; Section 1808 of the Small Business Job Protection Act (adoption); the Multi-Ethnic Placement Act of 1994 (MEPA) and the Inter-Ethnic (adoption) Provisions of 1966 (IEP) and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any organization found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

**Standard Code of Conduct:** No contractor, individual, company or organization seeking a contract shall promise to or give to any CCDJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.

No contractor, individual, company or organization seeking a contract shall solicit any CCDJFS employee to violate any of the conduct requirements for employees.

Any contractor acting on behalf of CCDJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here, or of Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by CCDJFS to enter into a contract.

CCDJFS employees and contractors who violate sections 1052.03, 102.04, or 2921.43 of the Ohio Revised Code may be prosecuted for criminal violations.

Successful bidder(s) will be required to sign a statement of conflict form as provided in **attachment 1**.

**Equal Employment Opportunity:** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in department of Labor regulations (41 C.F.R. chapters 60). (All construction contracts awarded in excess of ten thousand dollars by grantees and their contractors or sub-grantees). Successful bidder(s) will be required to sign a statement of equal opportunity certification form as provided in **attachment 1**.

**Copeland "Anti-Kickback" Act:** 18 U.S.C. 874 as supplemented in department of labor regulations (29 E.F.R. Part 3). (**attachment 1**)

**Contract Work Hours and Safety Standards Act:** 40 U.S.C.. 327-330 as supplemented by department of labor regulations (29 C.F.R. Part 5) (**attachment 1**)

**Debarment and Suspension:** any bidder who is debarred or suspended or is otherwise ineligible for participation in a federal assistance program under Executive Order 12549, including 7 C.F.R. Part 3017, 29 C.F.R. Part 97 and 45 C.F.R. part 76; has an unresolved finding for recovery issued by the auditor of state on or after January 1, 2001, will not be eligible to enter into a contract with CCDJFS. Successful bidder(s) will be required to sign a Certification regarding Debarment, Suspension form as provided in **attachment 1**.

**Drug Free Work Place** pursuant to The Drug-Free Workplace Act of 1988, and its implementing regulations codified as 29 CFR 98, Subpart F, successful bidder(s) will be required to sign a Certification regarding a drug free work place as provided in **attachment 1**.

Several codes are mentioned in this RFP and attachments. To review the entire code please go to the following websites.

*Ohio Revised Code (O.R.C.)*

<http://codes.ohio.gov/>

*Code of Federal Regulations*

<https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1&rgn=div5#2:1.1.2.2.1.1.28.34>

Contact the CCDJFS contact person listed on the cover sheet of this RFP if you have difficulty finding the needed information.

### **Section 11 Public information disclaimer**

All proposals and any other documents submitted to CCDJFS in response to the RFP shall become the property of CCDJFS. After the selection of the vendor, any proposals submitted in response to an RFP are deemed to be public record pursuant to O.R.C. 149.43. The term "proposal" shall mean both the technical and the cost proposals, any attachments, addenda, appendices or sample products. Under the requirements of the Freedom of Information Act (5 USC 552), the contents of proposals or other information submitted to the CCDJFS is subject to public release upon request, except those items specifically exempt from disclosure. Such disclosure shall only take place after this RFP process is completed. The provider shall mark as "proprietary" those parts of its proposal that it deems proprietary. However, the provider is alerted that this marking is advisory only and not binding on the CCDJFS. If there is a request from the public under F.O.L.A. to inspect any part of the proposal so marked, the CCDJFS will advise the provider and request further justification in support of the "proprietary" marking. If the CCDJFS, after receipt of the justification, determines that the material is releasable, the provider will be notified immediately. Under no circumstances will a proposal or any part of a proposal be released prior to the contract award decision.

### **Section 12 Contractual Requirements**

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is provided as **attachment 3**. Potential vendors are strongly encouraged to read a copy of the model contract to be fully aware of CCDJFS contractual requirements.

### **Section 13 Invoicing**

Invoices must be received by the CCDJFS by the end of the month following the month of service. Payments will be contingent upon receipt of documentation that services provided are consistent with those described in the approved contract and the specification of this RFP, and the documentation is adequate to support reports/billings. The CCDJFS reserves the right to request and review supporting documentation or other materials necessary to make this determination. Such invoices shall include monthly actual expenditures, the number of persons served, number of units, and amount claimed based on the negotiated contract in each eligibility category for each service covered in the contract. The CCDJFS will review such invoice for completeness, accuracy and for any information necessary before making payment within thirty days after the receipt of an accurate invoice. **Invoices not received within 60 days of the end of the month in which service was provided will not be accepted for payment.** The reported expenditures submitted are subject to adjustment by the CCDJFS before such payment is made in order to adjust mathematical errors, incorrect rates, or non-covered services. The reported expenditures are subject to audit by appropriate state or federal officials or an independent audit

**Section 14 Request for Tax Payer Identification (W-9) Requirements**

The successful bidder will be required to complete a Request for Tax Payer Identification (W-9) form as provided in **attachment 2**.

**Section 15 Other Requirements**

CCDJFS reserves the right to waive minor proposal defects, and to require clarifications or other additional information from interested bidders prior to finalizing a selection of a contractor.

Costs incurred in the preparation of this proposal are to be borne by the bidder, and CCDJFS will not contribute in any way to the costs of preparation.

All contracts will require that the contractors maintain confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.

CCDJFS is under no obligation to issue a contract as a result of this solicitation if, in the opinion of CCDJFS, none of the proposals are responsive to the objectives and needs of the Department. CCDJFS reserves the right to not select any vendor should CCDJFS decide not to proceed.

Periodic monitoring and evaluation activities will be completed, as deemed necessary, by the CCDJFS to ensure compliance with the terms of the contract.

**Section 16 Attachments**

- Attachment 1 **Representations, Assurances and Certifications** - must be completed by bidder, signed and returned as part of proposal
- Attachment 2 **W-9** must be completed by bidder, signed and returned as part of proposal.
- Attachment 3 **Model Contract**
- Attachment 4 **Conflict of Interest**



**Please submit a narrative that addresses the following:**

- Your knowledge about federal and state laws, including ODJFS, in regards to requested proposed services.
- Your experience with providing similar services.
- Any statistical data which supports the need for proposed service.
- Who will be responsible for implementation and ongoing progress of this service?
- Cost of proposed service with a budget containing detailed line items showing direct and indirect costs.
- Copy of organizations/individual travel/meal reimbursement policy.
- Copies of any audits completed within the last year. If there were findings within the audit report, the CCDJFS is requesting a copy of any corrective action plan put in place in response to the finding. According to OMD circular A-133 if an entity receives \$750,000.00 or more in federal funds, they are required to have a single audit conducted annually.
- Any other information you feel would be applicable.

**Check List**

Each proposal must have the following:

\_\_\_ PLEASE DO NOT PUT THE PROPOSAL IN ANY TYPE OF BINDER

\_\_\_ Original and two copies of proposal

\_\_\_ Index Page

\_\_\_ All pages are sequentially numbered

\_\_\_ Signed Cover Sheet

\_\_\_ Budget and detailed line items

\_\_\_ Copy of travel/meal reimbursement policy (if charged to this contract)

\_\_\_ Attachment 1      Representations, Assurances and Certifications

\_\_\_ Attachment 2      W-9 Form, return signature page only

\_\_\_ Attachment 4      Conflict of Interest

\_\_\_ Exhibits I & II      Scope of Engagement and Budget

**Attachment 1**

**REPRESENTATIONS, ASSURANCES, AND CERTIFICATIONS**

1. Name of organization / individual: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_
2. E-mail Address: \_\_\_\_\_
3. Website: \_\_\_\_\_
4. Tax ID or Social Security No.: \_\_\_\_\_
5. Telephone Number: \_\_\_\_\_
6. Name and telephone number of the person(s) who has the authority to submit proposals:  
\_\_\_\_\_
7. Name and telephone number of the person(s) who has the authority to sign contracts:  
\_\_\_\_\_
8. The legal status of the bidder's organization (e.g., corporation, sole proprietorship, post-secondary education institution, etc.):  
\_\_\_\_\_
9. Date of establishment /incorporation: \_\_\_\_\_
10. Federal Employer Identification Number (FEIN): \_\_\_\_\_
11. Worker's Compensation Account Number: \_\_\_\_\_
12. Unemployment Insurance Account Number \_\_\_\_\_
13. Is the company co-owned or controlled by a parent company?      \_\_\_ Yes \_\_\_ No  
If yes, name of parent company: \_\_\_\_\_
14. Is the bidder authorized / licensed to do business in the state of Ohio?      \_\_\_ Yes \_\_\_ No
15. Is the bidder bound by Federal, State, or local Affirmative Action or Equal Employment Opportunity rules?      \_\_\_ Yes \_\_\_ No  
If yes, has the company filled all required EEO reports to the necessary agencies?      \_\_\_ Yes \_\_\_ No
16. The company certifies that it is not debarred nor suspended under Federal and State rulings from receiving Federal funds.      \_\_\_ Yes \_\_\_ No
17. The company certifies that its' organization is not on the EPA list of Violating Facilities, but is in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act 42 USC 1857 (h); Section 508 of the Clean Water Act 33 USC 1368; Executive Order 11738; and Environmental Protection Agency Regulations 40 CFR Part 15.      \_\_\_ Yes \_\_\_ No

18. The company certifies that its' organization is required to report any violations to the State / County agency and to the U.S. EPA Assistant Administrator for Enforcement (EN-329)  Yes  No
19. Does the company have current or future plans for a buy-out or sale?  Yes  No
20. The company certifies that its' organization and/or its' principals are not on the General Services Administration "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689.  Yes  No
21. The company certifies that it will not enter into contracts with subcontractors who are debarred or suspended from such transactions to complete work-related to this Request for Proposal.  Yes  No
22. The company certifies that its' organization will not and has not used 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 USC 1352.  Yes  No
23. The company certifies that its' organization shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.  Yes  No
24. The company certifies that it is a drug-free workplace  Yes  No
25. The company certifies that it is not delinquent on any Federal, State, County or local debt.  Yes  No
26. The company certifies that it has no unresolved audit findings with the Auditor of State.  Yes  No
27. The company certifies that it is in compliance with the American with Disabilities Act (ADA)  Yes  No
28. The company certifies that all information contained in this proposal is true and correct and shall be open to verification, should the CCDJFS choose to do so.  Yes  No
29. The proposer warrants that the costs quoted for services are not in excess of those that would be charged any individual for the same services performed by the proposer.  Yes  No

\_\_\_\_\_  
(Proposer's Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public) My commission expires \_\_\_\_\_

Attachment 2

Insert W-9 Here

This contract is entered into on [insert date] between the Department of Job and Family Services (“Agency”) of Columbiana County and [insert name of organization] (“Contractor”), for the purchase of Legal Services for Human Resource Management.

In consideration of mutual promises contained herein, and for other good and valuable consideration, the parties to this Contract agree as follows:

### **Article 1 – Purpose**

The purpose of this Contract is for the procurement legal services for use by the Columbiana County Department of Job and Family Services in the administration of Human Resource Management. This Contract is not intended to and does not establish a subrecipient or subgrantee relationship as those terms are defined in either OMB Circular A-133 (A-133) or in the federal grants management “common rule”.

### **Article 2 – Scope of Services/Deliverables**

A. Agency Responsibilities – [insert description of agency responsibilities not otherwise covered in the agreement].

B. Contractor Responsibilities - [insert description of contractor responsibilities not otherwise covered in the agreement].

### **Article 3 – Billing and Payment**

Agency agrees to compensate the Contractor in the amount of [insert dollar amount] (\$XXXXX) per [insert unit which is basis for billing and payment]. The total amount which may be paid to Contractor under this Contract cannot exceed [insert dollar amount] (\$XXXXX) over the term of this Contract.

Contractor must submit a detailed invoice each month to Agency within 30 days of the end of the billing period for services rendered during the billing period. The Contractor shall make all reasonable efforts to include all goods or services provided during the billing period on the invoice. The Contractor will indicate in each invoice:

- Contractor’s name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a remittance address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The Purchase Order; and
- The vendor number (federal taxpayer I.D.).

Under no circumstances will Agency make payment for any services invoiced more than 60 days after the end of the billing period. In addition, under no circumstances will Agency make payment for any goods or services provided after December 31, 2019. The final invoice must be received by the Agency by the close of business at 4:30 p.m. on January 29, 2020.

The Agency Fiscal Department has the final authority to determine whether an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely but which are not accurate.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within 30 days after receipt of the invoice. Agency will only pay for those services authorized under this Contract. It is understood that Agency has no control over when the Columbiana County Auditor actually issues payment on authorized invoices.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized goods or services.

## **Article 4 – Availability of Funding**

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments due during such period; and
- Will use its best efforts to obtain the appropriation of any necessary funds during the term of the Contract.

However, Contractor understands that availability of funds is contingent on funding sources external to the State of Ohio, such as federal funds; appropriations made by the Ohio General Assembly; awards by the Ohio Department of Job and Family Services; and appropriations by the Columbiana Board of County Commissioners.

If funds are not appropriated and available for the continuance of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

## **Article 5 - Duration of contract**

A. This Contract will be effective from 01/01/2019, the execution of this Contract, or the certification of the availability of funds (below), whichever is later, through 12/31/2019, inclusive, unless otherwise extended, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be valid and enforceable until the Columbiana County Auditor certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Agency's obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

C. Subject to any extension of this Contract under Article 6, below, Contractor expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

## **Article 6 - Extension of Contract**

The Agency and Contractor may determine that an extension of this Contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this Contract may be extended for one additional 12 month period with no increase in rate or change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

## **Article 7 – Amendment of Contract**

This Contract may be amended by the mutual agreement of all parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

## **Article 8 – Termination**

- A. Either party may terminate this Contract upon 60 days written notice to the other party.
- B. Notwithstanding Article 5-A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of Articles of this Contract, or loss of funding as noted in Article 4 of this Contract.
- C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as Agency may require.
- D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the rate set forth in Article 3, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.
- E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinabove mentioned.
- F. If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by Agency is not effective unless it is in writing signed by the Agency director.

Either party may terminate this Contract by notice, in writing, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination 60 days before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties further agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 3 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due the Agency from the provider is agreed upon or otherwise terminated.

## **Article 9 - Records Availability and Retention**

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of 3 years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the 3 year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular 3 year period, whichever is later.

## **Article 10 - Confidentiality**

Contractor agrees that all records, documents, writings or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract are treated according to the following terms:

**A.** All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.

**B.** All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and trade of which Contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all of the information identified by the vendor as a trade secret is, in fact, a trade secret.

**C.** Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Columbiana County, ODJFS and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

## **Article 11 – Conflict of Interest/Ethics**

Contractor agrees that Contractor will not promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. Contractor will not ask an officer, employee or agent of the agency to violate any requirements of the Columbiana County code of standards of conduct requirements and will refrain from activities which could result in violations of this requirement.

Contractor agrees that it will refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2921.42 or 2921.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2921.42, and 2921.43 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.



## **Article 12 - Independent Contractor**

Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Contractor agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

## **Article 13 - Limitation of Liability: Contractor Duties**

**A.** Contractor agrees to hold Agency, any official or employee of Agency acting in his or her official capacity, and Columbiana County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will reimburse Agency, any official or employee of Agency acting in his or her official capacity, and Columbiana County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor shall reimburse the Agency for any judgments for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by Agency to do so. Contractor will not permit any lien or claim to be filed or prosecuted against the county or Agency on account of any labor, services, or materials furnished. If Contractor fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract as such claims become due, the proper officer or officers representing Agency may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

**B.** Agency's liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to Contractor under Article 3 of this Contract or the amount of direct damages incurred by Contractor, whichever is less. In no event is Agency liable for any indirect or consequential damages, including loss of profits, even if Agency knew or should have known of the possibility of such damages.

**C.** Contractor agrees to defend any suit or proceeding brought against Agency, any official or employee of Agency acting in his or her official capacity, or Columbiana County on account of any alleged infringement of any patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by Contractor. Agency will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. Agency may participate in the defense of any such action.

Contractor agrees to pay all damages and costs awarded against Agency, any official or employee of Agency in his or her official capacity, or Columbiana County. If any information and/or assistance is furnished by Agency at Contractor's written request, it is at Contractor's expense. If any of the materials, reports, or studies provided by Contractor are found to be infringing items and the use or publication thereof is enjoined, Contractor agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of Contractor under this Section survive the termination of this Contract, without limitation.

## **Article 14 – Assignment and Subcontracting**

The contractor shall not assign this contract without the prior written approval of the Agency. The Contractor shall not subcontract any of its obligations under this contract without the prior written consent of the Agency. All subcontracts are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

Contractor must notify Agency within 15 days of when the contractor knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

### **Article 15 – Governing Law**

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

### **Article 16 – Integration and Modification**

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.

### **Article 17 – Severability**

If any term or provision of this contract or the application of such term or provision 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 any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

### **Article 18 – Equal Employment Opportunity**

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran's status, age, political belief, or place of birth. Such action shall include, but is not limited to: 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. The CONTRACTOR will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the CONTRACTOR complies with all applicable federal and state non-discrimination laws. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The CONTRACTOR will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including, but not limited to:

- Title III, VI and Title VII of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- Equal Pay Act of 1962, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;

- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 122.71 and 153.59, and Chapter 4112, Revised Code.

## **Article 19 – Compliance Requirements**

The Contractor agrees to comply with all applicable federal, state and local legal requirements, including, but not limited to:

- Davis-Bacon Act (40 U.S.C. 276a to 276a-7, Public Law 74-403, as supplemented by Department of Labor regulations (29 CFR Part 5);
- Sections 103 and 107 of the Contract Work hours and Safety Standards Act (40 U.S.C. 327 through 330 as supplemented by Department of Labor regulations (29 CFR part 5);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in department of labor regulations (29 C.F.R. Part 3);
- Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. part 15);
- Mandatory standards and policies 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);
- 29 CFR Part 98 and 45 CFR 76 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way;
- Sections 3517 (I) (3) and (J) (3), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785, Revised Code, estate, or trust, unless the contract includes a certification that the individuals named in Sections 3517 I (3) and J (3), Revised Code, are in compliance with the aforementioned provisions. Contractor is required to complete and submit to Agency the affidavit attached as Attachment A to this contract.

## **Article 20 – Child Support**

Contractor agrees to cooperate with ODJFS and any child support enforcement agency in ensuring Contractor or employees of Contractor meet child support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support which is issued pursuant to Chapter 3113, Revised Code.

## **Article 21 – Benefits**

Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation, hospitalization, or any other fringe benefits provided to employees of the state of Ohio or of Columbiana County.

CONFLICT OF INTEREST - DISCLOSURE FORM

The issue of conflict of interest is an ongoing concern. Columbiana County Department of Job and Family Services (CCDJFS) and potential vendors must avoid any organizational or personal conflict of interest or even the appearance of a conflict of interest.

No contractor, individual, company or organization seeking a contract shall promise to; or give to, any CCDJFS employee anything of value, including employment or promise of employment, that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. No contractor, individual, company or organization seeking a contract shall solicit any CCDJFS employee to violate any of the conduct requirements for employees.

Any contractor acting on behalf of CCDJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here, or of Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by CCDJFS to enter into a contract.

CCDJFS employees and contractors who violate sections 1052.03, 102.04, or 2921.43 of the Ohio Revised Code may be prosecuted for criminal violations.

A conflict of interest is generally understood to exist where a person has a direct personal, organizational, or financial tie to an organization, and where that person is in a position to influence, or appears to influence, the actions of another organization for the benefit of themselves or an organization with which they have such ties.

The following disclosure form is a requirement for those submitting a proposal for contractual services with CCDJFS.

Employees of \_\_\_\_\_ have no organizational or fiduciary affiliations with any  
(name of organization)  
CCDJFS that would present a potential conflict of interest.

If there are potential conflicts, please list below:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of agency's responsible representative Date

## **EXHIBIT I**

### **PROPOSAL FOR SERVICES STATE OF WORK**

#### **SCOPE OF ENGAGEMENT**

- A. To advise the CCDJFS as to the implications of both economic and non-economic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements.
- B. To advise the CCDJFS and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with the CCDJFS:
- C. To provide any other necessary representation to the CCDJFS's management personnel and elected officials throughout specific negotiating periods and, at the request of the CCDJFS, on other matters relating to the CCDJFS's labor relations program, civil service, or as otherwise directed.

## **EXHIBIT II**

### **BUDGET**

Proposed costs for this engagement are as follows: