PUBLIC NOTICE REQUEST FOR PROPOSALS RFP # 01-CY25

For

Transportation Services

For

Delaware County Department of Job and Family Services

Delaware County Department of Job and Family Services is seeking proposals from providers of Transportation Services for Delaware County.

Request For Proposal packets and related documents can be viewed and downloaded from Delaware County's web page at: http://co.delaware.oh.us/media-room/bids/.

The contract resulting from the RFP will have an initial service period of July 1, 2025 through June 30, 2026 with an option to extend the contract for two (2) additional one (1) year periods.

Maximum compensation for this contract will be \$300,000 annually.

The Provider awarded the contract will provide primarily, a non-fixed route, demand-responsive, curb-to-curb transportation service for eligible DCDJFS customers. Eligible DCDJFS customers will be referred to the provider through a transportation authorization referral process. There will be occasions when door-to-door transportation will be required. Provider must be able to provide both types of transportation services. The provider must be able to provide wheel-chair accessible services. The Provider will transport low-income clients to and from employment, medical appointments, child care, and/or other social services programs. Most transports will be within the City of Delaware or Delaware County, however, some transports (primarily for Medicaid required purposes) will be outside of Delaware County but within the State of Ohio (primarily in the central Ohio region).

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

A Public Information Session regarding the request proposal and program will be held on March 6, 2:00pm at the Rutherford B. Hayes Administration Building, 145 N. Union Street, Second Floor, Room 235, Delaware, Ohio 43015.

Deadline for Proposal Submission is April 1, 2025 Requests to extend deadline will not be granted.



REQUEST FOR PROPOSALS

Transportation Services

RFP #: 01-CY25

For

Delaware County Department of Job & Family Services (DCDJFS)

145 North Union Street

Delaware, Ohio 43015

740-833-2304

Deadline for Quotation Submission is April 21, 2025

REQUESTS TO EXTEND DEADLINE WILL NOT BE GRANTED

The Delaware County Department of Job and Family Services (DCDJFS) is seeking proposals from qualified providers of transportation services with the intent of awarding a transportation services contract.

Background

The Provider will provide, primarily, a non-fixed route, demand-responsive, curb-to-curb transportation service for eligible DCDJFS customers. Eligible DCDJFS customers will be referred to the provider through a transportation authorization referral process. There will be occasions when door-to-door transportation will be required. Provider must be able to provide both types of transportation services. The provider must be able to provide wheel-chair accessible services. The Provider will transport low-income clients to and from employment, medical appointments, child care, and/or other social services programs. Most transports will be within the City of Delaware or Delaware County, however, some transports (primarily for Medicaid required purposes) will be outside of Delaware County but within the State of Ohio (primarily in the central Ohio region). For calendar year 2024, there were an average of 479 trips (one way) each month totaling 5126 trip miles each month or an average of approximately 11 miles per trip.

Contract Term

Initial Service Period: July 1, 2025 through June 30, 2026.

The agreement may be extended, at the option of DCDJFS and upon written agreement of the Provider, for two (2) additional one (1) year terms not to exceed three (3) years.

Maximum Compensation

Up to \$300,000 annually.

Scope

Providers must demonstrate:

- Minimum provider requirements are satisfied.
- Successful involvement or completion of transportation services for similar customers or contracts (references).
- Viability as a business or organization with a positive history.
- Administrative and information technology infrastructure needed to serve customers and DCDJFS.
- Hours of operation for administrative staff and drivers that meets the needs of DCDJFS and customers.
- A clean, safe, modern vehicle fleet with the capacity to serve DCDJFS needs.
- Accommodations for clients with disabilities.
- An ability to transport infants and small children requiring car seats.
- A structured vehicle maintenance program compliant with applicable laws or transportation authorities.
- A structured driver safety program.
- An initial and ongoing driver operator's license verification process.
- An initial and ongoing criminal background check process for drivers.
- An ability and willingness to adhere to the DCDJFS transportation authorization process.
- Agreement to submit monthly invoices in a spreadsheet format defined by DCDJFS.
- Compliance with Delaware County standard contract terms (as represented in the Sample Contract)
- An ability and willingness to transport customers to destinations in central Ohio.
- Cost effective transportation rates.

Proposal Submission

Proposals are due not later than 11:59pm, local time, April 21, 2025

Proposals are to be submitted by email to sara.damato2@jfs.ohio.gov

*** Proposals are to be submitted as electronic documents attached to the email address referenced above. ***

*** Proposers (bidders) must use the DCDJFS Transportation Services Proposal Form included with this RFP ***

*** Please do not provide additional information that was not requested ***

Public Information Session

A Public Information Session to discuss the RFP is scheduled for the following location, date, and time.

Delaware County Department of Job and Family Services Hayes Administration Building, 2nd Floor, Room 235 145 North Union Street Delaware, Ohio 43015

March 6, 2:00pm local time.

Questions

Questions regarding clarification of the RFP must be submitted by $\underline{\text{email only}}$. No phone calls please.

All questions must be submitted not later than **April 1, 2025**.

Email: sara.damato2@jfs.ohio.gov

Questions and answers regarding clarification of the RFP will be posted anonymously and publicly on the Delaware County Public Notices and Bid Information section of the county website at the following URL: https://co.delaware.oh.us/media-room/bids/

IMPORTANT: Requests from Providers for copies of previous RFPs, past Provider proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and <u>are not clarification questions regarding the present RFP.</u>

Anticipated Procurement Timetable

<u>Date</u>	Event/Activity
February 27, 2025	DCDJFS releases RFP to potential Providers; Q&A period opens
	- RFP becomes active.
	 Proposers may submit inquiries for RFP clarification.
March 6, 2025	Public Information Session
April 1, 2025	Proposer Q&A Period Closes 9 a.m. (for inquiries for RFP clarification).
	- No further inquiries for RFP clarification will be accepted.
April 8, 2025	DCDJFS provides Final Proposer Question & Answer document.
April 21, 2025	Deadline for Proposers to Submit Proposals to DCDJFS (11:59 p.m. local time).

	 This is the proposal opening date, beginning of the DCDJFS process of proposal review.
May 13, 2025	Letter of intent to award contract issued by DCDJFS. - All applicants notified.
May 22, 2025	Contract submitted to County Commission for approval.
July 1, 2025	Contract begins

The County reserves the right to revise this schedule in the best interest of the DCDJFS and/or to comply with the County procurement procedures and regulations and after providing reasonable notice. Only the Delaware County Board of Commissioners has the authority to bind the County into a contract. The letter of intent to award is not binding. Since the letter of intent to award is not binding, any costs incurred by the bidder prior to the Board's award shall not be recovered from County.

Proposal Scoring

Proposals will be evaluated and scored based on the following scoring methodology where each proposal can earn up to a maximum possible 100 points.

Proposal Section	Maximum # of Possible
	Points
Minimum Provider Requirements	Not scored but ALL
	minimum requirements
	must be satisfied for a
	proposal to be scored and
	considered.
References	6
Viability as an Organization	4
Administrative and Information Technology Infrastructure	4
Hours of Operation for Administrative Staff and Drivers	5
Vehicle Fleet	4
Accommodations for Customers with Disabilities	4
Accommodations for Infants and Small Children	4
Structured Vehicle Maintenance Program	5
Structured Driver Safety Program	6
Driver Operator's License Verification Process	6
Driver Criminal Background Check Process	6
Agreement to Adhere to DCDJFS Transportation Authorization Process	10
Agreement to Adhere to DCDJFS Monthly Invoice Format and Process	10
Agreement to Comply with Delaware County Standard Contract Terms	10
Transportation Coverage Area	6
Transportation Service Rates	10
TOTAL	100

Proposal Form Included on Next Page
Transportation Services Proposal Form
For
Delaware County Department of Job and Family Services (DCDJFS)

RFP # 01-CY25

Date:
Provider Organization Name:
Provider Address:
Provider Phone #:
Provider Fax #:
Provider email:
Provider web site address:
Provider Authorized Representative Name:
Provider Authorized Representative Signature:

	Proposal Section	Maximum # of Possible Points			
We agree th	Minimum Provider Requirements /e agree that as a Provider we (please initial each to acknowledge each requirement): Please Requirement				
Please Initial	Requirement	satisfied for a proposal to			
	Will operate in compliance with all applicable federal, state and local laws; and	be scored and considered.			
	Are not on the federal, state, or local debarment list; and				
	Have a written statement supporting compliance with non-discrimination laws, federal wage and hour laws, Worker's Compensation laws and the Americans with Disabilities Act (ADA) in				
	the recruitment and employment of individuals; and				
	Have the ability to maintain all DCDJFS client files in a secure, locked file cabinet(s); and				
	Have no known Conflicts of Interest with Delaware County Department of Job and Family	71			
	Services employees or Delaware County Board of County Commissioners.				
	If there are possible conflicts, please list the names and/or circumstances. ANSWER:				

References Please provide contact information for three (3) references demonstrating similar service capabilities. ANSWER:	6
ANSWER:	
ANSWER:	
Vishility on an Organization	4
Viability as an Organization Please provide a brief summary of your organization including but not limited to:	4
History of your organization, when founded etc.	
 Types of services your organization provides 	
 What differentiates your services from your competitors? 	
ANSWER:	
Administrative, Operations, and Information Technology Infrastructure	4
Administrative, Operations, and information reclinology infrastructure	·
Office Phone #:	
ANSWER:	
Fax #:	
ANSWER:	
Email:	
ANSWER:	
Web Page:	
ANSWER:	
Number of full-time and part-time Administrative Staff	
ANSWER:	
Number of full and part-time Maintenance Staff	
ANSWER:	
Number of full-time and part-time Drivers who are regular employees	

ANSWER:

Number of full-time and part-time Drivers who are sub-contracted.

ANSWER:

Any Providers proposing to use a subcontractor for any part of the work described in this RFQ must clearly identify the subcontractor(s) and their tasks in their proposals. The proposal must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

- 1. The subcontractor's legal status, federal tax ID number, and principle business address;
- 2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
- 3. A complete description of the work the subcontractor will do;
- 4. A commitment to do the work, if the Provider is selected;
- 5. A signed statement that the subcontractor has read and understands the RFQ, the nature of the work, and the requirements of the RFQ.

ANSWER:

Hours of Operation for Administrative Staff and Drivers

5

Please list your hours of operation.

Positions	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Admin							
Staff &							
Dispatchers							
Drivers							

Please list holidays and other periods when your organization is closed where services will be <u>unavailable</u>. ANSWER:

Vehicle Fleet

4

Please provide information about the vehicle fleet that will be available for this contract.

Make	Model	Year	Age	Vehicle Type	Passenger	Wheel Chair

				Car Van SUV Bus Other	Capacity	Accessibility NA – Not Available WCT – Wheel Chair Transported in Trunk WCL – Wheel Chair Lift Available	
How will drivers ANSWER:	s communicate v	vith the dispatch	ner?				
Do your vehicle ANSWER:	s have cameras a	and/or the abilit	y to audio/video	record drivers a	and passengei	rs actions?	
Are your vehicle ANSWER:	es "non-smoking	"?					
				s with Disabilit	ies		4
What accommodations do you provide for customers who are:							
Visually Impaire ANSWER:	ed:						

Hearing Impaired: ANSWER:	
Other Disabilities: ANSWER:	
Accommodations for Infants and Small Children	4
Do you provide car seats for infants and small children or is that the responsibility of the customer?	
ANSWER:	
Structured Vehicle Maintenance Program	5
Please describe your Vehicle Maintenance Program.	
ANSWER:	
Structured Driver Safety Program	6
Please describe your Driver Safety Program	
ANSWER:	
Driver Operator's License Verification Process	6
Please describe your initial and ongoing driver operator's license verification process.	
ANSWER:	
Duivou Criminal Background Charle Busses	6
Driver Criminal Background Check Process	U
Please describe your initial and ongoing driver criminal background check process.	
ANSWER:	

Please describe your initial and ongoing drug screening process. ANSWER: We have verified that no driver involved with the transport of customers with this contract has been convicted of a "Prohibited Offense" against children as defined by the Ohio Revised Code (ORC) including: homicide (ORC 2903), assault (ORC 2903), menacing (ORC 2903.21), patient abuse and neglect (ORC 2903.34), kidnapping and related offenses (ORC 2905), sex offenses (ORC 2907), robbery and burglary (ORC 2911), arson (ORC 2909), offenses against the family (ORC 2919), weapons control (2923), drug offenses (2925) and other (ORC 3716.11). ANSWER: (yes/no) Agreement to Adhere to DCDJFS Transportation Authorization Process 10 We agree to comply with the DCDJFS transportation authorization customer referral process. DCDJFS will send us trip authorizations via encrypted email (ZIX Mail) with a PDF file attachment. Sample trip authorizations can be viewed at the Delaware County Public Notices and Bid Information section of the county website at the following URL: https://co.delaware.oh.us/media-room/bids/ We further agree to confirm receipt and acceptance of the trip authorization with a reply email to the sending caseworker. We understand that the customer will contact us directly to confirm and schedule and authorized trip. ANSWER: (yes/no) What is the maximum turnaround time to confirm receipt and acceptance of a trip authorization? ANSWER: How much advance lead time will be needed to schedule an authorized customer trip? ANSWER: How much lead time will be needed to cancel an authorized scheduled trip without assessment of charges?

Agreement to Adhere to DCDJFS Monthly Invoice Format and Process

ANSWER:

10

We agree to submit monthly invoices to DCDJFS in a format (spreadsheet) defined by DCDJFS.

A sample invoice spreadsheet template can be viewed at the Delaware County Public Notices and Bid Information section of the county website at the following URL: https://co.delaware.oh.us/media-room/bids/

ANSWER: (yes/no)

We further agree to complete and maintain customer trip sign-off forms for each authorized one-way trip to include:

- Customer Name(s)
- Date
- Origination Point
- Destination Point(s)
- Drive Time
- Drive Distance
- Wait Time(s)
- Indication of a "No-Show"
- Special Needs
- Customer Signature

ANSWER: (yes/no)

Agreement to Comply with Delaware County Standard Contract Terms

10

A Sample Contract is included with this RFP to give potential providers advance visibility of terms to expect with the contract awarded as a result of this RFP.

We have reviewed and agree to the contract terms in the Sample Contract.

ANSWER: (yes/no)

If "no", please provide detail on terms where you desire negotiated adjustments.

ANSWER:

We have reviewed the Insurance Clause in the Sample Contract and if awarded the contract, agree to provide DCDJFS a Certificate of Liability Insurance (Acord Form 25) and Workers Compensation Certificate compliant with the contract.

ANSWER: (yes/no)

Transportation Coverage Area

6

Most trips will be in the City of Delaware or Delaware County. Some trips will be to destinations in counties that surround Delaware County in Central Ohio (Franklin County, Marion County, etc.). A very few trips may be in other counties in Ohio. No trips will be outside the State of Ohio.

We are able and willing to transport customers to and from anywhere in Ohio?

ANSWER: (yes/no)

If "no", please use a black marker and redact the counties you will not transport to on the map below.



Transportation Service Rates	10
Rates quoted should be for each one-way trip.	
Rates quoted should be for one (1) passenger. Additional passengers quoted on separate line items.	

Cost Description	Both Origination & Destination Within the City of Delaware	Both Origination & Destination Within Delaware County	Origination or Destination Within the State of Ohio but Outside of Delaware County	
Minimum Fixed Trip			County	
Charge				
One Way Trip				
(Primary Passenger)				
Charge for First				
Additional Passenger				
Charge for Second				
Additional				
Passenger Charge for Three or				
Charge for Three or More Additional				
Passengers				
Wait Time Charges				
"No-Show" Charges				
Cancellation Charges				
Special Needs Charges				
Other				
Other				
	TOTAL POSS	SIBLE POINTS		100
	DCD	IFS Office Use Only		
Proposal Received on Time ANSWER: (yes/no)				
Proposal Meets Minimum R	equirements			
ANSWER: (yes/no)				
Total Points Awarded <u>ANSWER:</u>				

Rates quoted should include appropriate units (\$, \$/mile, \$/minute, \$/ hour, etc.)

Comments: <u>ANSWER:</u>			

Final Checklist for Bidders for Proposals

- ✓ The entire proposal is submitted by email on time (not later than April 21, 2025)
- ✓ The proposal is signed by an authorized representative
- ✓ Minimum requirements for the proposal are satisfied
- ✓ All questions on the proposal form are answered

SAMPLE 2025 Contract
for the PURCHASE OF
Transportation Services
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
PROVIDER

This Contract is entered into this ______ day of ______, 2025 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 91 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, "DCDJFS), whose address is 145 North Union Street, Delaware, Ohio 43015, and PROVIDER (hereinafter, "PROVIDER") whose address is:

(hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides transportation services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal funds to pay for transportation services using the following funding streams:

Medicaid CFDA #93.778
Temporary Assistance for Needy Families (TANF) CFDA #93.558
TANF Purpose #1
Title XX CFDA #93.667
Food Assistance Employment and Training (FAET) CFDA #10.561; and,

WHEREAS, PROVIDER is willing to provide such services; and,

WHEREAS, PROVIDER is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT

The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide transportation services (hereinafter collectively "Services") for DCDJFS customers. Services to be provided, service rates, and forms to be used for such Services are respectively described in detail and/or set forth in:

Provider's Completed RFP # 01-CY25 Proposal Form

Contract Terms Negotiated Between Provider and DCDJFS

2. TERM

This Agreement shall be effective July 1, 2025 through June 30, 2026.

The agreement may be extended, at the option of DCDJFS and upon written agreement of the Provider, for two (2) additional one (1) year terms not to exceed three (3) years

3. SCOPE OF SERVICES/DELIVERABLES

Provider's Completed RFP # 01-CY25 Proposal Form

4. FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

DCDJFS shall reimburse PROVIDER in accordance with the following:

To receive reimbursement, PROVIDER shall submit to DCDJFS proper monthly invoices for Services actually provided.

The PROVIDER shall provide a monthly invoice to the DCDJFS no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice.

If the invoice is not received by DCDJFS within the 30-day deadline, the Provider agrees to be bound by the removal rates listed below:

31-45 days 10% of the total invoice amount
 46-60 days 20% of the total invoice amount
 61+ days 30% of the total invoice amount

Any removal rate amounts applied toward an invoice in accordance with these terms shall count toward the remaining Contract balance. The final invoice must be submitted in accordance with the above terms except that the final invoice must be submitted no later than 60 days of the end of Contract period. In the event that Contractor fails to submit the final invoice within 60 days, a removal rate shall apply toward the final invoice in the amount of 100% of the final invoice. Contractor agrees that said credits represent liquidated damages and are not a penalty. Contractor acknowledges and agrees that these percentages are a genuine estimate of Board's damages for late submission of invoices and are reasonable in light of the harm that will be caused by late submission, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

B. MAXIMUM PAYMENT:

PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Three Hundred Thousand Dollars and No Cents (\$300,000.00).

5. AWARD INFORMATION

Medicaid CFDA #93.778
Temporary Assistance for Needy Families (TANF) CFDA #93.558
TANF Purpose #1
Title XX CFDA #93.667
Food Assistance Employment and Training (FAET) CFDA #10.561; and,

6. LIMITATION OF SOURCE OF FUNDS

PROVIDER warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

7. DUPLICATE BILLING/OVERPAYMENT

PROVIDER warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by PROVIDER to other sources of funding for the same services. In case of overpayments, PROVIDER agrees to repay DCDJFS the amount of overpayment and that to which it is entitled.

8. INFORMATION REQUIREMENTS

PROVIDER will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of services provided and outcomes achieved.

9. AVAILABILITY AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS may deem necessary, PROVIDER shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. DCDJFS and the above named parties shall be permitted by PROVIDER to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

PROVIDER, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, PROVIDER shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, PROVIDER shall contact DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

10. INDEPENDENT FINANCIAL RECORDS

PROVIDER shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

PROVIDER shall allow access by the Ohio Department of Job and Family Services (ODJFS), the CFSA and the local WIOA area, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. SERVICE DELIVERY RECORDS

PROVIDER shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS personnel.

12. RESPONSIBILITY OF AUDIT EXCEPTIONS

PROVIDER agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. PROVIDER agrees to reimburse DCDJFS for the amount of any such audit exception.

14. INDEPENDENT CONTRACTORS

PROVIDER shall act in performance of this Contract as an independent contractor. As an independent contractor, PROVIDER and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of DCDJFS and Delaware County.

PROVIDER certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.

DCDJFS and Delaware County are public employers as defined in R.C. § 145.01(D). The Parties acknowledge and agree that PROVIDER is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. PROVIDER also agrees that, as an independent contractor, PROVIDER assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

Because PROVIDER has been designated as an independent contractor or another classification other than public employee, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the PROVIDER and/or any of his/her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The PROVIDER acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to OPERS. If the PROVIDER is an individual or has less than five (5) employees, the PROVIDER, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). DCDJFS shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

PROVIDER hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

16. INDEMNIFICATION

PROVIDER shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Delaware County, the Board, DCDJFS, and the State (collectively "Indemnified parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- B. PROVIDER shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts to the extent arising out of or resulting in whole or in part from any acts or omissions

negligent or accidental, actual or threatened, intentional or unintentional of the contracted parties to this agreement.

C. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the contracted parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

17. INSURANCE

PROVIDER shall carry and maintain current throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, PROVIDER shall present to the Board and DCDJFS current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.

Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.

The Board of Delaware County Commissioners (not the Department of Job & Family Services) must be named as "Additional Insured". The Board of Delaware County Commissioners must also be named as the Certificate Holder.

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

The Board and DCDJFS must be named as "Additional Insured" on the policies listed in paragraphs above.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to DCDJFS before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board and DCDJFS within seven (7) calendar days of change.

During the life of the Contract, the Board or DCDJFS shall require PROVIDER to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the Board and DCDJFS shall retain any and all such other and further rights and remedies as are available at law or in equity.

Provider's failure to maintain current insurance certificates at any time during the duration of the contract awarded pursuant to this RFP shall be deemed a breach of the contract. In the event of such breach, the County shall have the right to withhold any further payment(s) due to Provider and to terminate the contract immediately without liability for any such payment(s).

In lieu of termination, the County may, at its option, choose to withhold any further payment(s) due to the Provider until the Provider presents current certificates. In the event that the Provider fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the contract in accordance with the above paragraph.

18. CONFLICT OF INTEREST

The PROVIDER covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with the Board, the DCDJFS, or projects or programs funded by the Board or the DCDJFS, has any personal financial interest, direct or indirect, in this contract. The PROVIDER further covenants that in the performance of this Contract, no person having such conflicting interest shall knowingly be employed by the PROVIDER. Any such interest, on the part of the Contractor or its employees, when known, must be disclosed in writing to the DCDJFS.

19. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

PROVIDER shall assume full responsibility for any damage to or loss of any DCDJFS and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of PROVIDER or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of PROVIDER as related to this contract or services provided thereunder.

20. TERMINATION

A. TERMINATION FOR THE CONVENIENCE:

The Parties may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Parties. PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. BREACH OR DEFAULT:

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the aggrieved Party shall provide thirty (30) days written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. WAIVER:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. LOSS OF FUNDING:

It is understood by PROVIDER that availability of funds for this contract and thus this contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to DCDJFS, PROVIDER understands that changes and/or termination of this contract will be required and necessary. To the extent permitted by law, PROVIDER agrees to hold harmless DCDJFS and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

21. SAFEGUARDING OF CLIENT

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for services provided pursuant to this contract for any purpose not directly related with the administration of this contract is strictly prohibited except upon the written consent of DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

22. CIVIL RIGHTS

DCDJFS and PROVIDER agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that 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 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.

23. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

PROVIDER agrees as a condition of this contract to make all services provided pursuant to this contract accessible to the disabled/handicapped. PROVIDER further agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) 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.

24. FAIR HEARING

In accordance with state regulations, DCDJFS is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by those receiving and/or participating in the services. PROVIDER, its respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of DCDJFS relative to any such appeals and/or state hearings. Additionally, PROVIDER, its respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

25. DRUG-FREE WORKPLACE

PROVIDER agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. PROVIDER shall make a good faith effort to ensure that all of its and any of its officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

26. FINDINGS FOR RECOVERY

PROVIDER certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

27. ASSURANCES AND CERTIFICATIONS

PROVIDER assures and certifies that:

It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

Appropriate standards for health and safety in work and training situations will be maintained.

It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any

proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections I64.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of this Contract, permitting DCDJFS to terminate the Contract.

It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.

It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

By signing this Contract, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.

It 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 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals. PROVIDER shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under the Contract. In the event that PROVIDER is placed on the excluded party list at any time, BOARD or DCDJFS shall have the right to terminate this Contract immediately without

additional payment for any services rendered. PROVIDER shall reimburse Board for any loss, costs, or expenses resulting from PROVIDER's inclusion on the excluded parties list or PROVIDER's delinquent federal debt.

It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services.

It will comply with "Rights to Inventions" clause 37 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

It will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by DOL regulations (29 C.F.R. part 3).

It will comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708) as supplemented by DOL regulations (29 C.F.R. part 5).

28. Sub-Contracting

Sub-Contracting by the Provider is permitted under this contract. All sub-contractors performing the work described in this contract must be held to the same standards and obligations as the Provider has agreed to.

Prior to the commencement of this contract, PROVIDER shall submit a written request to DCDJFS for approval of the use of any subcontractor who will perform work under this contract. The request must include the subcontractor's name, address, and phone number, and a statement of the work to be performed by that subcontractor. PROVIDER agrees not to permit any subcontractor to begin work under this contract, and that no substitutions will be made, without prior written approval. PROVIDER further agrees not to grant any unapproved subcontractor access to any DCDJFS or county facility, equipment, client, or client records.

With respect to any subcontractor and any other person or entity PROVIDER will use to do work under this contract, PROVIDER shall have an ongoing duty to notify DCDJFS of any known or suspected quality or safety issues, criminal activity, or violations of state or federal law, whether occurring in the past, present, or foreseeable future. PROVIDER shall use good faith, reasonable efforts to resolve any such issues to DCDJFS's satisfaction. DCDJFS, in its sole discretion, may deny or revoke approval of any subcontractor, the use of which could adversely affect the quality or safety of the work, create a risk of harm to persons or property, or result in liability or loss of funds for the County, including, but not limited to, liability under state or federal law.

PROVIDER's failure to comply with any of the obligations of this section shall be deemed a material breach of the contract. In the event of such breach, DCDJFS shall provide notice of the breach and may immediately withhold any further payments due and terminate the contract without liability for any such payments. In lieu of termination, DCDJFS may, at its option, choose to withhold any further payments due until PROVIDER complies with the obligations of this section. Nothing in this contract shall be construed as giving DCDJFS the right to direct or control the work of PROVIDER or its employees, agents, or subcontractors.

29. PROGRAM EVALUATION AND MONITORING

Programmatic Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place during the contract service period, utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with

contract terms and deliverables. Contractor will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS.

30. NOTICES

All notices which may be required by this contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

PROVIDER: Delaware County Job and Family Services

Name of Authorized Contact Robert A. Anderson Title of Authorized Contact Director

Address of Provider Delaware County Job and Family Services 145 North Union Street, 2nd Floor

Delaware, Ohio 43015

31. PUBLICITY

In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and DCDJFS.

32. GOVERNING LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this contract shall be filed in and heard before the courts of Delaware County, Ohio.

33. SEVERABILITY

If any item, condition, portion, or section of this contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

34. ENTIRE AGREEMENT

This contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

35. SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has authority to sign this contract or has been duly authorized by his/her principal to execute this contract on such principal's behalf.

36. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this contract.

SIGNATURES OF PARTIES:		
PROVIDER:		
PRINT NAME		
THIN TWINE		
CICNATURE	_	
SIGNATURE		DATE
AGENCY:		
(Delaware County Department of Job and Family	Services)	
	_	
Robert A. Anderson, Director		DATE
BOARD:		
(Delaware County, Ohio Board of County Commis	sioners)	
Barb Lewis, Commissioner, Board President		DATE
Jeff Benton, Commissioner, Board Vice-President		DATE
sen benton, commissioner, bourd vice i resident		
0 14 11 0 1 1		
Gary Merrell, Commissioner		DATE

IN WITNESS WHEREOF, the parties have executed this contract as of the date of the signature of the parties.

APPROVED AS TO FORM

Melissa Schiffel Pelawara County Prosesutor	DATE
Delaware County Prosecutor	
AUDITOR'S CERTIFICATION (RC 5705.41(D)):	
The Delaware County Auditor hereby certifies that the further first Amendment have been lawfully appropriated for surprocess of collection, free from any other encumbrances has confirmed with the State of Ohio Auditor that Provide outstanding findings for recovery issued against it by the	euch purpose and are in the county treasury or in the es. The Delaware County Auditor also certifies that it der, has no
George Kaitsa	
Delaware County Auditor	

Requisition #: