

Miami County Juvenile Court  
Request for Proposals for  
Guardian Ad Litem Services  
Pursuant to  
ORC 2151.281 and Rules of Superintendence Rule 48

**Issued by:**

Miami County Juvenile Court  
201 W. Main Street  
Troy, Ohio 45373

**Contact:**

Andrew Wannemacher, Court Administrator  
Telephone: 937-440-5990  
Email: [awannemacher@miamicountyohio.gov](mailto:awannemacher@miamicountyohio.gov)

## **1.0 OVERVIEW**

### **1.1 Introduction**

Pursuant to authority granted by ORC 2151.281, Miami County Juvenile Court, (hereinafter "Juvenile Court") with the approval of the Miami County Board of Commissioners, may contract with any organization or group of guardians ad litem, (hereinafter "GALs"), and certified by the rules adopted by the Supreme Court, to operate a program to provide GAL services pursuant to ORC 2151.281 and Rules of Superintendence Rule 48.

Said contractor would be appointed by the Miami County Juvenile Court having jurisdiction in matters relating to children as specifically described in this Request for Proposals (RFP) and where advocacy is to be provided by a GAL. Such representation shall specifically relate to cases of alleged abuse and neglect, cases involving the termination of parental rights deriving from an underlying abuse and neglect case, and such other matters related to certain delinquency and unruly cases.

When its GALs are appointed in individual cases, said contractor shall be responsible for ensuring that the GALs under the contractor's supervision meet with the child as necessary, provide the court with information concerning the child's status; monitor court orders; work with various professional service providers; attend court proceedings; and ensure that the best interests of the child are advanced and protected. These services are to be provided in accordance with all state and national standards to include standards regarding selection of individuals to serve as GALs, training, support and administrative staffing and supervision of all contracting parties.

### **1.2 Background**

The need for GALs are set forth in ORC 2151.281 and duties of GALs are set forth in the Ohio Rules of Superintendence Rule 48 and other administrative rules promulgated by the Ohio Supreme Court. Historically, the Juvenile Court has used Miami County CASA/GAL Inc., to provide these services, they use volunteers to represent the youth. The numbers of kids represented, the number of volunteers, the number of abuse, neglect and dependency cases and number of permanent custody cases filed over the last ten years are set forth below:

	A/N/D cases filed	Permanent Custody cases filed	Volunteers	Kids served
2020	100	28	52	188
2019	197	19	49	194
2018	124	14	47	166
2017	92	19	38	172
2016	77	15	37	152
2015	66	7	43	125
2014	69	5	40	128
2013	41	10	44	117
2012	43	12	41	120
2011	29	2	41	112
2010	40	3	59	113

### **1.3 Communication**

This Request for Proposals (RFP) is issued by Juvenile Court, acting on behalf of the Miami County Board of Commissioners. From the issue date of this RFP until a contractor is selected and approved by the Governor and Executive Council, Bidders shall not communicate with any Council staff, volunteers or elected officials, other than the identified contact person, or his or her designee as it relates to this RFP process.

Bidders may send written questions to the contact person by mail, e-mail or FAX no later than August 31, 2021. Failure to comply with this communication restriction may result in a Bidder being deemed non-compliant with the RFP.

Bidders should submit all communication to the designated contact person: Andrew Wannemacher, Court Administrator, 201 W. Main Street Troy, Ohio 45373, [awannemacher@miamicountyohio.gov](mailto:awannemacher@miamicountyohio.gov).

### **1.4 RFP Time Schedule**

The procurement schedule is as follows:

RFP Release: August 16, 2021

Question Submission Close Date: August 31, 2021

Proposal Receipt Date: September 9, 2021 by 1:30 P.M.

Evaluation Completion Date: No later than October 15, 2021

Contract Start Date: January 1, 2022

## **2.0 STATEMENT OF THE WORK**

### **2.1 Scope of Services**

These services for children shall be provided for children involved in cases coming from the Miami County Juvenile Court. Provision should be made by the Bidder for an office location where meetings can be held, which would enable and encourage the necessary oversight of GALs.

### **2.2 Specifications**

A contract will be awarded to the Bidder deemed to be the most capable, reliable and cost effective means of providing to the Juvenile Court an efficient system for the delivery of GAL services, and to assist the Juvenile Court in meeting the provisions of ORC 2151.281 and the related statutes covered by this RFP, and any subsequent orders of the Juvenile Court appointing GALs under the terms of this contract.

The successful Bidder will be responsible for communication with the Juvenile Court in a timely fashion and to provide the Juvenile Court with quarterly and annual reports, including caseload and declination data. The successful Bidder must provide answers to inquiries by the Juvenile Court and provide additional information in such form as the Juvenile Court shall from time to time require. The successful Bidder will meet semi-annually, or more frequently if requested, with the Juvenile Court. The purpose of these meetings will be to discuss potential statutory, rule, procedure or practice changes that could assist the Bidder in providing services on behalf of children more effectively and more efficiently.

The Bidder must provide detailed plans and assurances in the written proposal addressing the following:

**A. The Plan** The Bidder must describe its plan to provide Guardian Ad Litem Services pursuant to ORC 2151.281 and Ohio Rules of Superintendence Rule 48. The Bidder must provide its plan for the number of Guardians ad Litem it will recruit and deploy; the allocation and assignment of cases to its individual GALs; and the number of cases it can accept under the plan.

**B. The Scope of Services** The plan must specify the Bidder's capacity to accept all cases offered for appointment, except those cases in which a professional or personal conflict of interest would bar the Bidder from advocating on behalf of the recipient of services. The Bidder must detail its guidelines for determining conflicts of interest and must detail the circumstances in which it will decline acceptance of appointment as GAL.

**C. Implementation, Oversight and Supervision** The Bidder shall provide a description of the experience and education of the principal person in charge of the overall execution of the plan. The Bidder must describe the number of management staff, supervisory personnel and legal counsel it will employ to ensure that the plan is carried out.

**D. Standards** The Bidder must explain the extent to which the Bidder's plan conforms to national standards for caseload management and supervision.

**E. Capability** The Bidder must describe its capacity to be in a position on the first day of the contract to assume responsibility for accepting all new cases, which shall be available for assignment as specified in this RFP. In addition, the Bidder shall provide a timetable showing the schedule for securing the necessary locations throughout the state from which the services required can be delivered.

**F. Background Checks** The Bidder must provide assurances that no person employed or whose service is otherwise offered, shall serve as a GAL unless the individual has undergone a criminal records check pursuant to ORC 2151.86. The Bidder must provide assurances that any prospective GAL will be required to provide references, that those references will be verified by the Bidder, and that the Bidder will retain written records of the details of the reference checks.

**G. Acknowledgements** The Bidder must acknowledge that no portion of this contract may be subcontracted, except as specifically authorized or noted in the original agreement, without the specific approval of the Juvenile Court.

**H. Liability Insurance** The contractor shall submit proof of Comprehensive General Liability insurance prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or \$1,000,000 per occurrence and \$1,000,000 umbrella.

## **2.3 Terms**

**2.3.1 Effective Dates:** The Contract resulting from the successful award of this RFP shall become effective on January 1, 2022, and will run through December 31, 2023.

**2.3.2 Payments:** Juvenile Court will pay quarterly upon receipt of appropriate billing.

**2.3.3 Compliance with Law:** The contractor agrees to comply with all statutes, laws, regulations and orders of Federal, State, County or municipality authorities that impose any obligation or duty upon a contractor.

**2.3.4 Executed Documents:** In addition to any other requirements in this RFP, the Bidder shall provide all documents that are part of this proposal with original signatures, signed by the corporate officers duly authorized to execute said documents.

**2.3.5 Cancellation of Procurement:** Juvenile Court reserves the right to cancel this RFP at any time.

**2.3.6 Governing Law:** Any legal proceedings against Juvenile Court regarding this RFP or any resultant contract shall be brought in the appropriate Ohio court.

**2.3.7 Conflict of Interest:** The Bidder represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of its services hereunder.

**2.3.8 Offer of Gratuities or Kickbacks:** It is a breach of ethical standards for a payment, gratuity, or offer of employment to be made by or on behalf of a contractor. Miami County Juvenile Court may terminate any contract if it is determined that gratuities of any kind were offered by and/or received by any official, employees or agent of the contractor.

### **3.0 REQUEST FOR PROPOSAL GUIDELINES**

#### **3.1 Proposal Format**

The Bidder's Proposal shall contain the following contents in the following order:

1. A Cover Sheet
2. A Transmittal Letter
3. An Executive Summary of the Proposal
4. The Bidder's Profile
5. The Bidder's Financial Statements
6. Subcontractor Profiles, (if applicable)
7. The Bidder's Background and Experience
8. The Resumes of Key Personnel
9. A Detailed Response and Scope of Work
10. Letters of Reference
11. The Cost of the Proposal in Each Year of the Biennium

Specific Proposal Requirements by Section:

1. **The Cover Sheet** will identify the Bidder's name, address, phone and FAX numbers and email address.
2. **The Transmittal Letter** shall be signed in ink by an official of the bidding entity who is authorized to bind the Bidder to the provisions of the proposal. The letter shall identify an authorized representative of the Bidder who is responsible for all matters relating to the RFP. The letter shall include the following statement:

“The Bidder acknowledges that the Bidder has read the proposed contract (attachment A), understands it, agrees to all terms and conditions (unless otherwise mutually agreed upon terms supersede them), and if selected will provide all applicable exhibits and forms required to execute a contract with original signatures.”

**3. The Executive Summary** The Bidder shall include a summary of the proposed services to be performed by the Bidder and the methods and technology it will employ to deliver this service.

**4. The Bidder Profile** The Bidder shall provide a general organization overview, number of employees, number of volunteers and an organization chart, if applicable, or a description of the consulting services and work of the Bidder, if the Bidder is not a company or organization.

**5. An Annual Financial Report** The Bidder shall provide an annual financial report of each of the Bidder’s last two fiscal years if the Bidder is a corporate or partnership entity, or a copy of Schedule C of a Bidder’s last two tax returns if the Bidder is a sole proprietor.

**6. Subcontractor Profiles** If the Bidder proposes to employ a subcontractor or subcontractors to perform part of the work specified in the RFP, the Bidder shall provide a profile identifying the subcontractor(s) and describe their background and experience in providing the specific part of the work the subcontractor will be employed to perform. The subcontractor profile shall also include a general organization overview, number of employees and an organization chart.

**7. The Bidder’s Background and Experience** The Bidder Background and Experience shall describe the Bidder’s specific background and experience in providing GAL services. It shall include evidence of the Bidder’s capability, including the identification of similar projects, to carry out the performance required by Juvenile Court. It shall include evidence of financial ability of the Bidder and any parent organization to perform contracted services. Proposals shall include evidence of the Bidder’s experience in working with government agencies, the courts, or other nonprofit or educational organizations relevant to the tasks required by the RFP. The proposal shall specifically address the following questions:

- What knowledge and experience does the Bidder have specifically regarding providing guardian ad litem related services or representation in all levels of case type and complexity as detailed in this RFP?

- What knowledge and experience does the Bidder have specifically regarding the training, on-going supervision and development of quality control for staff required to provide services within the scope of the RFP?

- What knowledge and experience does the Bidder have related to identifying and calculating the cost-effectiveness of guardian ad litem services?

- Explain the process your organization has in place for dealing with complaints regarding GAL professional misconduct.

- For the last five years, please describe each complaint, claim or case in which your organization was involved. Please state the outcome of the matter.

- Explain the process for assigning GALs to a particular case, including action taken to ensure adequate GAL coverage for the increasing abuse and neglect caseload. Please state the steps that are taken to determine that your organization cannot accept an appointment.

**8. Resumes of the Key Personnel** The Bidder should provide resumes of its personnel having primary responsibility for the delivery of contracted services, for the oversight of day-to-day operations and for contract administration.

**9. The Detailed Response and Scope of Work** The Bidder should provide its response to this Request for Proposals and include the specifications, plans, descriptions and requirements contained Section 2.1, above.

**10. Three Letters of Reference** The Bidder must provide three letters of reference which include the name, address and phone number of the individual providing the reference. References should include government agencies including the courts, businesses, or nonprofit or educational organizations currently receiving the services of the Bidder. The Council may contact the references directly when evaluating the Proposals.

**11. Cost Proposal** The Bidder must set a firm fixed price for the services provided up to the completion of the contract on an annualized basis. The Cost Proposal should also specify the portion of the firm fixed price to be billed each agreed-upon period for the services specified in the RFP. Failure to submit a Cost Proposal shall disqualify the Bidder.

**12. Proposal Due Date:** Proposals are due at the Miami County Commissioner’s Office no later than 1:35 Eastern Time on **September 9, 2021**. Proposals received after the specified date and time will not be considered.

**13. Delivery Instructions:** Sealed proposals may be delivered by Express Delivery, Certified US Mail, or by hand to:

Miami County Commissioners  
201 W. Main Street  
Troy, Ohio 45373

The outside of the sealed envelope must be clearly labeled with the Vendor’s name, address and the following: **“Miami County Juvenile CASA/GAL Proposal.”**

#### **4.0 Proposal Evaluation**

##### **4.1 Evaluation of Proposals**

Juvenile Court shall conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP, conducted by staff of Juvenile Court. The total price of the proposal shall not be the sole determinate factor for the selection of the contractor. Completeness and thoroughness of the proposal, the Bidder Background and Experience and the Detailed Response and Scope of Work offered by the Bidder shall be given appropriate weight as determined by the Council. In addition, demonstrated experience and knowledge in the provision of guardian ad litem services in cases brought under ORC 2151.281 and other relevant statutes covered by this RFP shall be given appropriate weight, as determined by Juvenile Court.

## ATTACHMENTS

- ATTACHMENT A      Draft Agreement
  
- ATTACHMENT B      Civil Rights Compliance Affidavit
  
- ATTACHMENT C      Delinquent Personal Property Tax Affidavit
  
- ATTACHMENT D      Non-Collusion Affidavit
  
- ATTACHMENT E      Form W-9
  
- ATTACHMENT F      Certificate of Compliance with ORC § 3517.13



## MEMORANDUM OF AGREEMENT

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This agreement is made and executed on \_\_\_\_\_, by and between MIAMI COUNTY JUVENILE COURT, and the BOARD OF MIAMI COUNTY COMMISSIONERS, and Contractor.

WHEREAS, Contractor provides volunteers to serve as the court appointed special advocate/guardian ad litem for a child for whom placement is being considered by Juvenile court;

WHEREAS, the Ohio Revised Code, Section 2151.281 sets forth parameters where a Guardian Ad Litem must or may be appointed; and

WHEREAS, MIAMI COUNTY JUVENILE COURT wishes to purchase these services from Contractor

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL CONVENANTS AND AGREEMENTS CONTAINED HEREIN, it is understood and agreed by and between the parties hereto as follows:

1. Contractor will maintain an executive director (or supervisor) and any staff necessary to supervise and maintain the court appointed special advocate services.
2. Contractor will provide to the court Volunteer Special Advocates who have successfully completed the minimum of 25 hours of core training. Advocates serving longer than a year will also be provided on-going training on an annual basis. All training will meet the training requirements as set forth in the Supreme Court of Ohio Rules of Superintendence (Rule 48) and Local Rules of Court (Rule 9) or GALs meeting all of the requirements of Ohio Rules of Superintendence (Rule 48).
3. Volunteer Special Advocates or GALs will advocate for the best interest of children by conducting an investigation, providing written recommendations (or oral recommendations as requested by the Magistrate) to the court at all dispositional hearings, and continuing to monitor the case until it is permanently resolved.
4. Contractor will maintain 35 trained advocates or an appropriate number of GALs and accept up to four unruly/delinquency cases and reject no more than two abuse, neglect, or dependency cases per quarter
5. Contractor will keep records of all training provided.
6. Contractor will investigate any complaints against a volunteer CASA and/or GAL and submit the investigation to the Court for review.
7. MIAMI COUNTY JUVENILE COURT will refer children needing CASA/Guardian Ad Litem services as defined by the Ohio Revised Code to Contractor.

8. Contractor will submit quarterly a report showing the number of volunteers/GALs and then number of cases handled and/or rejected, along with a bill for the preceding quarter. Said bill should be received no later than 60 days after close of the quarter.
9. MIAMI COUNTY JUVENILE COURT will pay Contractor \$ \_\_\_\_\_ annually in quarterly installments upon receipt of appropriate billing.
10. MIAMI COUNTY JUVENILE COURT will provide training on an annual basis to CASA/GAL volunteers on delinquent and unruly youth.
11. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under any resultant Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in the successful contractor's negligent performance under this Contract.

Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. During the term of this Contract, the Contractor shall, at its own expense, carry insurance minimum limits as follows:

- a) Comprehensive General Liability \$250,000
- b) Professional Liability/Misc. Error & Omissions/Product Liability \$1,000,000/\$2,000,000

The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required Insurance

12. The Contractor shall be deemed an Independent Contractor not an employee of Miami County.

**13. Equal Employment Opportunity: Civil Rights Requirements**

Contractor shall comply with the provisions of the Equal Employment Opportunity Programs of Miami County, Ohio which are in compliance with the equal employment opportunity provisions of the Civil Rights Act of 1964, as amended [42 U.S.C. 2000, et seq.], the Age Discrimination Act of 1974, as amended [42 U.S.C. 6102], the Americans with Disability Act of 1990, as amended [42 U.S.C. 12132], and all other applicable Federal, State and Local civil rights statutes, laws, ordinances regulations and rules. Contractor shall further take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, handicap, sex, disability, national origin, religious creed, age, or any other illegally discriminatory manner. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment,

layoff, termination, rates of pay or other forms of compensation or benefits, selection for training, including apprenticeship.

**14. Policy Against Sexual and Other Harassment**

Contractor shall comply with Miami County's Discriminatory Harassment Policy (section 2.03 of the Personnel Policy and Procedure Manual), as well as all other applicable Federal and State statutes, laws, regulations and rules which require contractors to maintain a work environment that is free of harassment. Contractor agrees to comply with the policies of the Courts in the work performed pursuant to this Agreement. A copy of both policies, as referenced herein, is attached hereto and Contractor acknowledges it has been provided a copy of the policy by the Courts.

**15. Alcohol and Drug Free Workplace**

Contractor agrees to comply with the Miami County "Alcohol and Drug Abuse Policy" (Section 7.06 of the Personnel Policy and Procedure Manual), as well as all other applicable Federal and State statutes, laws, regulations and rules which require contractors to maintain a drug and alcohol-free work place. Copies of the foregoing Miami County, Ohio Policies, as referenced herein are attached hereto. Contractor acknowledges it has been provided a copy of the policy by the Courts.

16. This agreement shall be effective 01/01/2022 and shall terminate on 12/31/2023.

17. Said agreement shall be void with sixty (60) days written notice by either party.

In witness whereof, MIAMI COUNTY JUVENILE COURT and \_\_\_\_\_ has caused this Agreement to be executed by its authorized officers.

MIAMI COUNTY JUVENILE COURT

\_\_\_\_\_  
\_ Contractor \_\_\_\_\_

\_\_\_\_\_  
Judge Scott Altenburger

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Vice President Date

\_\_\_\_\_  
Executive Director Date

MIAMI COUNTY COMMISSIONERS:

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_

Commissioner

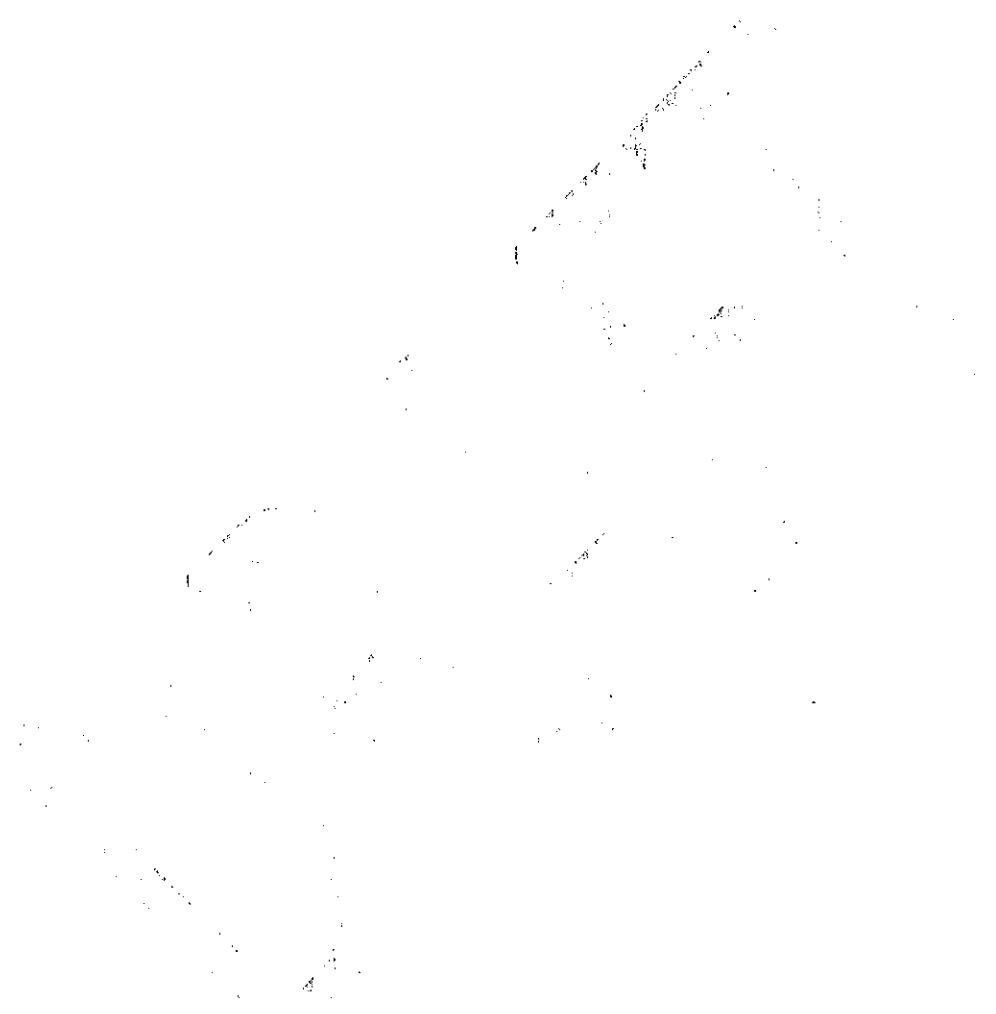
Date

Approved to as to Form only:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Miami County Prosecutor's Office Date



## **Chapter 2 EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION**

### **NONDISCRIMINATION SECTION 2.01**

- A. Miami County is an equal opportunity employer. No human resources decisions concerning any term or condition of employment shall be unlawfully based upon race, color, religion, sex, national origin, age, genetic history, military status, or disability, except where such criteria constitutes a bona fide occupational requirement.
- B. The human resource coordinator is the employer's EEO/ADA coordinator. The EEO/ADA coordinator is responsible for providing information regarding antidiscrimination employment laws to employees and others, and for reviewing and resolving complaints involving alleged discrimination not resolved by the department head.
- C. The EEO/ADA coordinator shall be responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of equal employment opportunity. Department heads and supervisors shall maintain responsibility for their actions in regard to offering equal opportunity to each employee or job applicant and for attempting to resolve discrimination complaints within their respective departments not personally involving the department head.
- D. No inquiry shall be made as to religious, racial, military status, genetic history, or ethnic origin of the employee, except as necessary to gather equal employment opportunity or other statistics that, when compiled, will not identify any specific individual. Disclosure of this information by the employee is a voluntary action and should be filed separately from the employee's personnel file.
- E. It is the policy of the county to comply fully with all federal, state, and local nondiscrimination laws.
- F. County employees shall not discriminate against any other employee or anyone requiring services from the county because of that individual's race, color, gender, age, religion, familial status, disability, genetic history, national origin, military status, or marital status.
- G. Posters, summarizing employee rights, shall be displayed in locations throughout the county offices in such a manner as to be easily readable from a wheelchair.
- H. It is the policy of Miami County to provide courteous and efficient service. In that regard, the county shall make every reasonable effort to accommodate persons with disabilities, as well as those persons with language and literacy barriers.

### **DISCRIMINATORY HARASSMENT SECTION 2.03**

It is the policy of Miami County to maintain an environment free from all forms of unlawful discriminatory harassment for all employees, including gender-based discrimination due to sexual harassment. In order to maintain this environment,

discriminatory harassment, whether committed by supervisors, co-workers, or members of the public, of opposite or same gender is strictly prohibited.

A. Definition: Discriminatory harassment is any type of harassing conduct that is based upon an employee's race, color, sex, national origin, age, genetic history, religion, military status, or disability. Sexual harassment includes, but is not limited to the following:

- a. Repeated unwanted and/or offensive sexual flirtations, advances, or propositions;
- b. Repeated verbal abuse of a sexual nature;
- c. Graphic or degrading verbal or written comments about an individual, the individual's appearance, or the individual's sexual orientation;
- d. The display of sexually suggestive objects, pictures, or the display of same through other media;
- e. The implication or threat that an employee's or applicant's employment, assignment, compensation, advancement, career development, or other condition of employment will depend on the employee's or applicant's submission to sexual harassment in any form; and
- f. Any offensive, abusive, or unwanted physical contact.

B. Responsibility:

1. It is the responsibility of all employees to aid the employer in maintaining work environment free from discrimination, including sexual harassment. Therefore, it is the responsibility of each employee, including supervision and management, to immediately report any instances of discriminatory harassment to the proper authority (see Complaint Procedure, Section 2.04). Any employee who observes any conduct that may constitute discriminatory harassment of any county employee, but fails to report same, may be subject to disciplinary action.
2. It is further the responsibility of each supervisor to ensure that all employees who report to the supervisor are aware of the policy against discriminatory harassment, that they are aware of the complaint and reporting procedures, and that they are aware of the consequences of engaging in discriminatory harassment.
3. It is the responsibility of management to maintain an environment free from discriminatory harassment. Management shall ensure that its supervisors are sufficiently trained in recognizing discriminatory harassment, the complaint and reporting procedures, the proper methods of investigating complaints of sexual harassment, and the disciplinary procedure regarding sexual harassment.
4. Management shall also ensure that all employees are aware of this policy and will ensure that all employees receive sufficient training to maintain an environment free from discriminatory harassment. Additionally, each

newly-hired employee will receive training in this policy as a part of their employee orientation.

C. Procedure:

1. Once a complaint of discriminatory harassment has been received, or an instance of such harassment has been reported (see Complaint Procedure, 2.04), the proper member of management will immediately investigate the matter in accordance with the investigation procedure. The complaining employee and/or the reporting employee will be informed of the results of the investigation.
2. If, after a thorough and prompt investigation, it is determined discriminatory harassment has occurred, the employee who has been found to have committed such harassment will immediately be disciplined in accordance with the disciplinary procedure for discriminatory harassment. The complaining and/or reporting employee(s) will be informed of the results of the disciplinary procedure.
3. If, after the investigation, it is determined that no discriminatory harassment occurred, or that there is insufficient evidence to determine whether or not such harassment has occurred, the complaining employee and/or reporting employee will be informed of same.

## **ALCOHOL AND DRUG ABUSE SECTION 7.06**

A. Drug-Free Workplace Policy:

1. Generally: The employer is concerned with the effects that alcohol and drug abuse can have on employees, their families, and employees' abilities to perform their work safely and efficiently. The employer believes that it is important, as a public entity, to serve as a leader in the community in the war against drugs by establishing a policy prohibiting the manufacture, distribution, dispersal, possession or use of controlled substances in the workplace. The following policy is designed to meet the above objectives and comply with the provisions of the Federal Drug-Free Workplace Act of 1988.
2. Acknowledgement and Notice:
  - i. All prospective employees will be required to acknowledge they are aware of the employer's drug-free workplace policy and they understand it is a condition of employment.
  - ii. Prior to hiring, all successful applicants will receive a copy of the employer's drug free workplace statement and policy. They also will be required to sign an acknowledgment of receipt form which will become a permanent part of the employee's personnel file.

3. Drug Testing Policy: Drug testing will be performed in accordance with Section 7.07 herein.
4. "Zero Tolerance": Any use of illegal substances or drugs, reporting to work under the influence of alcohol (i.e., .04 BAC or higher), or the on-duty consumption of alcohol, in violation of this policy, will not be tolerated and will result in termination of the offender's employment.

The sale, purchase, manufacture, transfer, or possession of any illegal controlled substances or unlawfully obtained prescription drugs will be reported to the appropriate law enforcement authority and will result in termination of the employee's employment.

Furthermore, any employee who is unable to perform the essential functions of his/her position due to a drug or alcohol related offense which results in the loss of a required license or certification, shall be terminated from employment.

Abusive use of a legally prescribed medication or excessive use of alcohol while off duty will normally result in less severe discipline and/or one (1) opportunity for rehabilitation provided the employee voluntarily acknowledges his/her problem and agrees to cooperate fully in seeking counseling and rehabilitation assistance.

5. Definitions: For purposes of this policy:

Employee: Any person (i.e., management, supervisory, or non-supervisory), who is paid in whole or in part by the county.

Safety-Sensitive: Positions whose personnel discharge duties fraught with such risks of injury to others that even a momentary lapse of attention can have disastrous consequences.

Controlled Substance: Any drugs, compound, mixture, preparation, or controlled substance contained in Schedules I through V of Section 202 of the Controlled Substances Act (21 USC 812) or as defined in the Ohio Revised Code.

Conviction: Any finding of guilt, including a plea of nolo contendere (no contest) or the imposition of a sentence, or both, by any judicial body with the responsibility to determine violations of the federal or state criminal drug statutes.

Criminal Drug Statute: A criminal statute involving the manufacture, distribution, Dispensation, use, or possession of any controlled substance.



6. Substance Abuse Defined: The employer will not tolerate substance abuse by its employees. For purposes of this policy, "substance abuse" includes:
- a. Use of Illegal Substances or Drugs: Use of illegal substances or drugs would include those controlled substances listed in R.C. 2925.01 and R.C. 3719.01, including but not limited to, items listed in R.C. 3719.41, Schedules I, II, III, IV, and V, and all harmful intoxicants. "Use of" includes consumption while at work or reporting to work while under the influence, as that term is used in R.C. 4511.19 or legal conviction for the use of illegal substances or drugs while not at work.
  - b. Misuse of Lawfully Obtained Drugs: Misuse of lawfully obtained drugs can encompass either prescription or over-the-counter preparations whenever dosages are exceeded, or where safety warnings are ignored and the employee drives or operates machinery or performs safety-sensitive work duties while under the influence.
  - c. Misuse of Alcohol: This includes both the consumption of alcohol while on duty; as well as the act of reporting to duty or working after having consumed sufficient alcohol to constitute a "positive" result of .04 BAC or higher. Legal conviction for public intoxication, driving while under the influence, or other serious alcohol-related convictions shall also be considered "substance abuse."
  - d. Sale, Purchase, Manufacture, Transfer, Use, or Possession of Any Illegal Substances or unlawfully obtained prescription drugs.
  - e. The Arrival at Work, or Return to Work: Execution of work or being on work time, while under the influence of drugs or alcohol; or under circumstances where the laws of Ohio or this policy would presume that the worker was "under the influence" due to a positive test result.
  - f. Possession of Alcohol or Drugs: The possession of alcoholic beverages or illegal drugs while on employer premises, in a employer vehicle, or at a county worksite, except as approved in advance by the employer and required for the performance of work duties (e.g., law enforcement).
  - g. Prescription Drugs: No prescription drug will be brought on employer premises or to an employer worksite by any person other than the one for whom it is prescribed, or a member of the employee's immediate family. Such drugs shall be used only in the manner, combination, and quantity prescribed.
  - h. Notification of Drug-Related Work Restrictions: Any person using a prescribed drug or medication which is known or advertised as

possibly affecting or impairing judgment or coordination; causing dizziness or drowsiness; or which may adversely affect the employee's ability to perform work in a safe and productive manner; shall notify his/her immediate supervisor of such restrictions.

i. Alcoholic Beverage Defined: For the purpose of this policy, an "alcoholic beverage" is any beverage that may be legally sold and consumed and has an alcoholic content in excess of 3% by volume.

j. "Drug" Defined: "Drug" means any substance other than alcohol capable of altering an individual's mood, perception, pain level, or judgment. A "prescription drug" is any substance prescribed for individual consumption and treatment, by a licensed medical practitioner.

7. Notification of Conviction: Any employee convicted of any federal, state, or municipal criminal drug must notify the employer of such fact within five (5) calendar days of the conviction.
8. Employer Action: The employer will, within 30 days after receiving notice of a conviction from an employee or, upon concluding that an employee has violated the county alcohol and drug abuse policy:
  - a. Take appropriate disciplinary action against such employee, up to and including termination.
  - b. Require such employee to satisfactorily participate in a drug rehabilitation program as provided herein.
9. Failure to Report: Any employee who fails to report a workplace-related drug conviction may be:
  - a. Disciplined, up to and including termination.
  - b. Forever barred from future employment with the county.
  - c. Held civilly liable for any loss of federal funds resulting from the failure to report the conviction.

#### B. Alcohol and Drug Rehabilitation Policy:

1. Referral to a rehabilitation program is designed primarily for those employees who voluntarily self-identify a non-illegal substance abuse problem, not to protect those who manufacture, distribute, or dispense drugs in the workplace.
2. Any employee who is referred to a drug rehabilitation program and fails to satisfactorily participate in the program will be terminated from employment.
3. The employer recognizes alcoholism and drug addiction may be illnesses which are treatable, and encourages those employees who may have an

alcohol or drug problem to seek professional treatment or assistance on their own initiative.

4. This policy does not excuse employees from discipline or corrective action initiated by the department head or appointing authority for unsatisfactory performance or work-related misconduct, including being under the influence of drugs or alcohol while on duty. Rather, this policy is intended to help employees who themselves initiate requests for assistance.
5. The individual's rights to confidentiality and privacy are recognized. The pertinent information and records of employees with alcohol and/or drug problems will be preserved in the same manner as all other medical records.

It will be the responsibility of the employee to comply with the employer's referral for diagnosis and to cooperate with the prescribed treatment. An employee's refusal to accept diagnosis or treatment or failure to respond to treatment will be grounds for removal. Refusal may also be considered insubordination.

ATTACHMENT B

CIVIL RIGHTS COMPLIANCE

Vendor agrees that in the performance of this agreement there shall be no discrimination against an employee because of race, color, sex, religion, national origin, or any other factor as specified in the Civil Rights Act of 1964 and subsequent amendments.

\_\_\_\_\_  
Signature of Representative of Vendor

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

\_\_\_\_\_  
Date

ATTACHMENT *e*

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT  
(This Affidavit Must Be Executed For The Bid To Be Considered)

STATE OF OHIO            )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ (name of party signing affidavit) \_\_\_\_\_ (title)  
having affirmed under oath that at the time of bid for \_\_\_\_\_ (Project or Item Bid) to be opened  
\_\_\_\_\_ (Date), was submitted on \_\_\_\_\_ (Date), delinquent personal property  
taxes in the amount of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars)  
were due and unpaid to the County of Butler including the interest in the amount of \$ \_\_\_\_\_  
( \_\_\_\_\_ Dollars) and penalties in the amount of  
\$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars). This document  
when given to the County Auditor shall satisfy the requirements of ORC 5719.042.

\_\_\_\_\_  
(Name of Individual Company)

\_\_\_\_\_  
(Taxes Filed Under the Name of)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Complete Address)

\_\_\_\_\_  
(Telephone)

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

SEAL

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

STATE OF OHIO )  
 )ss.  
COUNTY OF )

I, \_\_\_\_\_  
(name of party signing affidavit) (title)

being duly sworn, do depose and say:

That \_\_\_\_\_  
(Name of Individual or Company)

its agent, officers or employees have not directly or indirectly entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free competitive  
bidding  
in connection with this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
(NOTARY PUBLIC)

SEAL

\_\_\_\_\_  
Ohio

My commission expires  
\_\_\_\_\_

ATTACHMENT E

# Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type. See Specific Instructions on page 3.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>
<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> </div> <span style="font-size: 2em; margin: 0 10px;">-</span> <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> </div> <span style="font-size: 2em; margin: 0 10px;">-</span> <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> </div>
<b>or</b>
<b>Employer identification number</b>
<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> </div> <span style="font-size: 2em; margin: 0 10px;">-</span> <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px;"></div> </div>

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13  
OF THE OHIO REVISED CODE**

Miami County Commissioners (the "Subdivision") has entered into a contract for the provision of goods and/or services with \_\_\_\_\_ (the "Provider"), an individual, partnership, unincorporated business, an association, a professional association, estate, trust, corporation, or business trust, the situs of the principal office and place of operations of which is located at \_\_\_\_\_. The undersigned authorized agent of the Provider certifies on behalf of the Provider that all of the following persons, if applicable, are in compliance with Divisions (I) and (J) of Section 3517.13 of the Ohio Revised Code with respect to all public officials who have or had authority to award that contract and all public officials who may authorize or receive goods and/or services under that contract:

- A. Myself;
- B. Each partner or owner of the partnership or association;
- C. Each shareholder of the association;
- D. Each executor or administrator of the estate;
- E. Each trustee of the trust;
- F. Each owner of more than twenty percent (20%) of the corporation or business trust;
- G. Each spouse of any of the above listed persons;
- H. Each child, between seven (7) and seventeen (17) years of age, of any of the above listed persons;
- I. Any political action committee associated with the partnership, the unincorporated business, the estate, the trust, the corporation, or the business trust; and,
- J. Any combination of the persons and entities identified in (A) through (I) above.

The undersigned certifies such compliance on and since \_\_\_\_\_ (and on the date the Subdivision and the Provider entered into the Contract referenced above if it has not been entered into fully by them). This certification shall be a part of the above-referenced Contract between the Subdivision and the Provider.

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

AUTHORIZED REPRESENTATIVE

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

**WARNING**

By signing this Certification of Compliance with Ohio Revised Code Section 3517.13, you are making a representation as to the truth of the statements contained herein. Making a false certification is a felony crime punishable by up to eighteen months in prison, and/or up to \$2,500.00 for an individual or \$7,500.00 for an organization. R.C. § 3517.992(R)(3).

**THIS DOCUMENT SHOULD BE RETAINED FOR RECORD PURPOSES.**