



# **REQUEST FOR PROPOSALS FOR INTERPRETATION SERVICES**

**RFP #SC01-18R**

**Issued by**

**THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES**

**222 E. CENTRAL PARKWAY**

**CINCINNATI, OHIO 45202**

**August 3, 2018**

**RFP Conference: August 17, 2018, 1:00 p.m. – 3:00 p.m.**

**Location: Hamilton County Job & Family Services**

**222 East Central Parkway**

**6<sup>th</sup> Floor – Room 6SE601**

**Cincinnati, Ohio 45202**

**Deadline for Proposal Registration: August 28, 2018 no later than noon**

**Due Date for Proposal Submission: On or before September 18, 2018 no later than 11:00 a.m.**

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<b>Attachment B</b>	<b>Contract Sample</b>
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<b>Attachment G</b>	<b>RFP Registration Form</b>
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# **REQUEST FOR PROPOSAL (RFP) FOR INTERPRETATION SERVICES**

## **MISSION STATEMENT**

We, the staff of the Hamilton County Department of Job & Family Services, provide services for our community today to enhance the quality of living for a better tomorrow.

## **1.0 REQUIREMENTS AND SPECIFICATIONS**

### **1.1 Introduction & Purpose of the Request for Proposal**

The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award Contracts for these services to multiple Providers and to award Contracts for all or any portion of the services requested herein. The Contract(s) shall be for a term of three (3) years.

If at any time during Term HCJFS determines that service capacity needs to be expanded HCJFS may re-release this RFP. Any contracts awarded from a re-issued RFP(s) will expire at the same time as the contracts awarded under the initial RFP. All proposals submitted as a part of a re-released RFP will be subject to and evaluated based upon the same criteria set forth in the initial RFP (plus any addenda issued as a part of the initial RFP).

Provider agrees that if selected by HCJFS under this RFP or any re-released RFP and if requested by HCJFS, that it will enter into an extension of the Contract for up to 180 days following the expiration of the term then in effect under the current terms, conditions and prices applicable at that point in time. This will allow HCJFS to make a seamless transition to any new Provider and mitigate negative impact for customers.

### **1.2 Scope of Service**

HCJFS is seeking to contract with one or more Providers for face-to-face non-English language interpretations. As these services may be required for a variety of consumer needs and scenarios, the services will be accessed by multiple departments within HCJFS.

### 1.2.1 Population

The population being served under the terms outlined may include individuals from all areas of the world, now residing in Hamilton County, Ohio. As language interpretation demands are ever changing, HCJFS cannot guarantee interpretation volumes and/or the nationalities of those in need of services. See Attachment H for a non-exclusive list of possible language interpretation needs.

### 1.2.2 Service Components

HCJFS has a need for interpretation services on a regularly scheduled basis and for on-call services during regularly scheduled business hours between the hours of 7:30 a.m. and 4:30 p.m. and after hours 4:31p.m. – 7:29a.m. EST, HCJFS Holidays are considered after hours. Additionally, onsite Face to Face Interpretation services for Child Protection may be requested 365 days a year, 7 days a week 24 hour a day, including holidays.

Holidays listed below. If a holiday falls on Saturday, it will be observed on the preceding Friday; if it falls on a Sunday, it will be observed on the following Monday.

New Year's Day – Martin Luther King Day – Presidents' Day – Memorial Day- Independence Day – Labor Day – Veterans' Day – Thanksgiving Day – Day after Thanksgiving - Christmas Day

The selected Vendor must provide the following:

1. Sight translation of English documents or other languages and simultaneous and consecutive interpreting services as required during face-to-face interviews, hearings, visitation, and other related events.
2. Non-Emergency Interpretation Services that are available 365 days a year, 7 days a week 24 hour a day, including holidays. Please provide details regarding available coordination options for the scheduling of interpretation services with HCJFS.
3. Emergency Interpretation Services that are available 365 days a year, 7 days a week, 24 hours a day, including holidays. Please provide your shortest possible response times and list any conditions for response. For example; within 30 minutes, 1 hour, etc. for certain languages.

4. Per hour cost for interpretation services, emergency during normal business hours and after hours and non-emergency during normal business hours and after hours.

HCJFS may cancel previously scheduled or requested interpreter appointments without fee or penalty with at least a three (3) hour advance notification.

### 1.2.3 Service Locations

Services shall be provided at various locations during and after normal business hours. Monday through Friday, weekends, and holidays.

The interpretation service must be able to be conducted at the following locations:

1. 222 East Central Parkway, Cincinnati, Ohio 45202. Spanish interpreter may be required on-site daily;
2. Consumer's home; and
3. Any other necessary location (for example; area hospitals and other agencies).

### 1.2.4 Language Definitions

The selected Vender must have personnel who are deemed Professionally Qualified as represented by the following:

1. An individual with previous employment as a conference or seminar interpreter with any United States agency or with the United Nations or a similar entity if the condition for employment includes successfully passing an interpreter examination.
2. Another way to be deemed "professionally qualified" is to be a member in good standing in a professional interpreter association that requires a minimum of 50 hours of conference interpreting experience in the language(s) of expertise and verification of the individual's ability to interpret accurately.
3. To be considered professionally qualified, an individual must submit a resume detailing education, training experience, and when applicable, membership accreditation.

### 1.2.5 Personnel Functions and Knowledge

The selected Vendor must have personnel who have the following required knowledge, skills and abilities:

1. A foreign language with demonstrated proficiency in proper regional fluent usage.
2. Provide oral language interpretation in simultaneous and consecutive modes during complex proceedings, hearings, interviews, related events.
3. Provide sight translation of a foreign language or English documents during a face-to-face interviews, hearings, and other related events.
4. Learn job-related materials primarily through oral instructions and observation under the direction of HCJFS. This takes place in an on-the-job setting.
5. Demonstrate continuous effort to improve and meet HCJFS' operational needs, minimize customer wait time, streamline work processes, and work cooperatively and jointly to provide quality seamless service to internal and external consumers.
6. All interpreters and translators have a minimum of two years of professional experience performing interpretation services.

### 1.2.6 Additional Requirements

1. An interpreter may be removed by HCJFS if they are unable to interpret adequately, including an instance where the interpreter self-reports such inability.
2. The selected Vendor, Vendor's employees and independent / contracted interpreters must maintain strict confidentiality for all records, papers, and discussions. The selected Vendor and the Vendor's employees must not give any legal advice or interject personal opinions not related to language expertise. Vendor must comply with Federal, State, and local rules and regulation including, but not limit to HIPAA.
3. The Vendor and the Vendor's employees and/or freelancers shall always remain neutral parties, and uphold the standards and ethics as any employee of HCJFS. The Vendor and the Vendor's employees and/or freelancers shall not serve as the interpreter if they are acquainted to or related to the party, or have any monetary interest or other interest in the outcome of the case.

### 1.3. Employee Qualifications

1. Education and training: Staff will have education and licensure commensurate with responsibilities and programmatic licensing criteria.
2. Work history: All employees who are assigned to this project with HCJFS's customers shall have information on job applications verified. Verification shall include references and work history information.
3. HCJFS reserves the right to interview behavioral health consultants and approve or veto the hire for the consultation role.



## 2.0 PROVIDER PROPOSAL

It is required all proposals be submitted in the format as described in this section.

### Hardcopy Requirements

- All proposal pages must be numbered sequentially from beginning to end, including attachments.
- Each proposal should not exceed a total of 300 pages.
- Each submission must have one signed original proposal and eight (8) copies.
- One of the eight (8) copies must be submitted as single-sided.
- Each proposal must be written in twelve (12) point font.

### A. Electronic Requirements

- Cost Sheet.
- Original proposal on a CD or flash drive in a pdf format and the pages must be numbered from 1 - ???.

### B. Proposal Organization

Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein:**

- Section 2.1 - Cover Sheet
- Section 2.2 - Service and Business Deliverables:
  - Section 2.2.1 – Program Components
- Section 2.3 – Cost Sheet
- Section 2.4 - Customer References
- Section 2.5 - Personnel Qualifications
- Section 2.6 – Reserved
- Section 2.7 - Declaration of Property Tax Delinquency
- Section 2.8 - Original Proposal Documents

## 2.1 Cover Sheet

Each Provider must complete the Cover Sheet, Attachment A, and include such in its proposal. The Cover Sheet must be signed by an authorized representative of the Provider, and must also include the names of individuals authorized to negotiate with HCJFS. The signature line must indicate the title or position the individual holds in the company. All unsigned proposals will be rejected.

Unit Rates must be completed on the Cost Sheet, Attachment C.

## 2.2 Service and Business Deliverables

Provider should clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP in responding to this section. Provider must describe in detail all information set forth in Section 2.2.1 Program Components and Section 2.8 System and Fiscal Administration Components:

### 2.2.1 Program Components

**Providers are required to respond to the following for all proposals submitted and must describe how they will meet the expectations as defined in section 1.2 Service Components. Include examples and/or unique experiences demonstrating capacity to perform the services being requested at a high level. Responses to each question must be provided directly following the specific question. Proposals that simply include a “packet of information” and not follow the Q&A format will not be considered.**

#### **A. Service Information**

1. As described in section 1.2.2, please provide a detailed description and definition of your ability to perform this service.
2. Provide details regarding available coordination options for the scheduling of interpretation services with HCJFS.
3. Provide your shortest possible response time and list any conditions for response (i.e. within 30 minutes, 1 hour, etc. for certain languages).

4. Provide per hour cost for interpretation services, emergency during normal business hours and after hours; and non-emergency during normal business hours and after hours.
5. Describe how your agency will provide sight translation of English documents or other languages and simultaneous and consecutive interpreting services, as required, during face-to-face interviews, hearings, visitation and other related events.
6. Describe your agency's ability to provide services at various locations during and after normal business hours, Monday – Friday, weekends and holidays.
7. Describe how your agency will ensure your assigned staff are able to meet the qualifications outlined in Section 1.2.4.
8. Describe how your agency will ensure your assigned staff will have the knowledge, skills and abilities outlined in Section 1.2.5.
9. Describe how your agency will ensure employees, independent/contracted interpreters and freelancers will adhere to requirements outlined in Section 1.2.6.
10. Identify any language listed on Attachment H your company does not support. Attachment H must be included with your proposal.
11. List the total number of interpreters you have on staff for each language for which you are bidding (refer to Attachment H).
12. List the total number of interpreters you have contracted/freelance for each language for which you are bidding.
13. List the total number of interpreters you have contracted/freelance that will provide **emergency** services in the categories listed below:
  - a. Monday – Friday during normal business hours.
  - b. Monday – Friday after business hours.
  - c. Saturday, Sunday and Holiday after business hours.
14. Provide your minimum threshold for face-to-face interpreting services.
15. Briefly describe your preferred process to be contacted for a next day interpreter during normal working hours. What would be your standard response time upon contact by HCJFS?
16. Briefly describe your preferred process to be contacted for a same day interpreter if needed on an emergency basis. What would be your response time upon contact by HCJFS?

17. For languages that require interpreters for multiple incidents for the same language on the same day, please indicate how many interpreters you would have available.
18. What is to be the Vendor's policy when an interpreter cannot provide services as assigned? What is to be the Vendor's remedy?
19. State any other relevant fact that might help to evaluate your proposal.
20. Please explain the need for interpreter cultural competence.
21. Please explain how you will attest for interpreter's language proficiency, skills, lack of knowledge or legalese, qualifications, training, and experience.
22. Do you have a written Code of Ethics?

#### **B. Licensure, Administration and Training**

1. Identify any actions against your organization through ODJFS, ODMHAS or any other licensing body over the past 2 years that included Corrective Action Plans, Temporary License or Revocation. For the past 10 years, provide outcome of any action that resulted in a revocation.
2. Provide a description of your organization's employee screening and clearance policy.
3. Describe training, supervision, and support provided to staff.

#### **2.3 Cost Sheet**

- A. HCJFS anticipates services will begin approximately January 1, 2019. Provider must submit a Cost Sheet for the Contract term that Provider understands will be used to compensate Provider for services provided. Cost Sheet must be submitted in the form provided as Attachment C. Contracts will be written for a three (3) year term.
- B. Provider must include all minimum times for payment.
- C. For the purposes of this RFP, "unallowable" program costs (detailed list is located in 2 CFR Part 200 Subpart E) include:
  1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
  2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;

3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
5. entertainment costs for amusements, social activities and related costs for staff only;
6. costs of alcoholic beverages;
7. goods or services for personal use;
8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
9. gains and losses on disposition or impairment of depreciable or capital assets;
10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 5101:2-47-25(n);
12. losses on other Contracts';
13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
14. costs related to legal and other proceedings;
15. goodwill;
16. asset valuations resulting from business combinations;
17. legislative lobbying costs;
18. cost of organized fund raising;
19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
23. major losses incurred through the lack of available insurance coverage; and

24. cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code. If there is a dispute regarding whether a certain item of cost is allowable, HCJFS' decision is final.

## 2.4 Customer References

Provider must submit at least three (3) current letters of reference for whom services were provided similar in nature and functionality to those requested by HCJFS. Reference letters from HCJFS or HCJFS employees will not be accepted. Each reference must include at a minimum:

- A. Company name;
- B. Address;
- C. Phone number;
- D. Fax number;
- E. Contact person;
- F. Nature of relationship and service performed; and,
- G. Time period during which services were performed.

If Provider is unable to submit at least three (3) letters of reference, Provider must submit a detailed explanation as to why.

## 2.5 Personnel Qualifications

Please submit resumes with the below following information for key business personnel who will be working with the program. These positions are Agency Director, CFO, Director and Administrators:

- A. Proposed role;
- B. Industry certification(s), including any licenses or certifications and, whether such licenses or certifications have been suspended or revoked at any time;
- C. Work history; and
- D. Professional reference (company name, contact name and phone number, scope and duration of program).

Provider's program manager must have two years' experience as a program manager with a similar program.

It is the proposing agency's responsibility to redact all personal information from resumes. RFPs and all attachments are public documents and are available for general viewing. Please make sure the resume reflects the person's position title instead of their name.

## 2.6 Reserved

## 2.7 Declaration of Property Tax Delinquency

After award of a Contract, and prior to the time a Contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the Contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Contract, and no payment shall be made with respect to any Contract to which this section applies unless such statement has been so incorporated as a part thereof.

## 2.8 Proposal Documents

A. The following items are to be attached only to the original proposal:

### **Ownership, Annual Report, and Licensure**

1. Agency/Company Ownership - Describe how the agency/company is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.

2. Annual Report - A copy of Provider's most recent annual report.

B. The following items are to be attached to the original proposal and all copies:

**System and Fiscal Administration Components**

1. Contact Information - Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.
2. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
3. Subcontracts - Submit a letter of intent from each subcontractor indicating its commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same Contract standards and obligations as the Agency/Company.
4. Agency's/Company Primary Business - State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
5. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company. In addition, please provide a list of all subsidiaries, affiliated companies, brother/sister companies and any other related companies as well as each company's major line of business.
6. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.

Provider must note that as a Contract requirement the following conditions must be met:

During the Contract and for such additional time as may be required, Provider shall provide, pay for, and maintain in full force and effect the insurance specified in the attached sample Contract, for coverage at not less



than the prescribed minimum limits covering Provider's activities, those activities of any and all subcontractors or those activities anyone directly or indirectly employed by Provider or subcontractor or by anyone for whose acts any of them may be liable.

### **Certificates of Insurance**

As a matter of proof of insurance, prior to the effective date of the Contract, Provider shall give the County and HCJFS the certificate(s) of insurance completed by Provider's duly authorized insurance representative, with effective dates of coverage at or prior to the effective date of the Contract, certifying that at least the minimum coverage required is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this Contract, as required by ORC 2744.05. Certificates are to be sent to the HCJFS Contract Specialist, 222 E. Central Parkway Cincinnati, Ohio 45202 and the Hamilton County Risk Manager, Room 707, 138 East Court Street Cincinnati, OH 45202 Fax: 513-946-4720.

7. Job Descriptions - For all key business personnel who will be working with the program, to include: CFO, Director, Administrators, staff and Supervisors.
8. If needed: Daily Service/Attendance Form - Include a blank copy of the forms used to record services provided. Information must include: date of service, beginning and end time of service, names of all participants who received service, the type of service received, and name of the instructor or social worker. Also include forms used to record participant progress.
9. Program Quality Documents - Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality. QA manual need not be included.

10. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.
11. Federal Programs- Provide a description of the Agency's/Company's experience with federal programs.

## 2.9 Warranty Against an Unresolved Finding

Provider shall complete Attachment I and submit with proposal. Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Provider warrants that a finding for recovery has not been issued to Provider by the Ohio Auditor of State. Provider further warrants that Provider shall notify HCJFS within one (1) business day should a finding for recovery occur during the Contract term.

### 3.0 PROPOSAL GUIDELINES

The RFP, the evaluation of responses, and the award of any resultant Contract must be made in conformance with current federal, state, and local laws and procedures.

#### 3.1 Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	August 3, 2018
RFP Conference	August 17, 2018 1:00 p.m. – 3:00 p.m.
Deadline for Receiving Final RFP Questions	August 28, 2018 No later than noon
Deadline for Issuing Final RFP Answers	September 4, 2018
Deadline for Registering for the RFP Process	August 28, 2018 No later than noon
Deadline for Proposals Received by RFP Contact Person	September 18, 2018 No later than 11:00 a.m.
Oral Presentation/Site Visits – if needed	Week of 9/25/18
Anticipated Proposal Review Completed	Week of 9/25/18
Anticipated Start Date	January 1, 2019

#### 3.2 RFP Contact Person

RFP Contact Person and mailing address for questions about the proposal process, technical issues, the Scope of Service or to send a request for a post-proposal meeting is:

**Sandra Carson, Contract Services**  
*Hamilton County Department of Job & Family Services*  
*222 East Central Parkway, 3rd floor*  
*Cincinnati, Ohio 45202*  
*Carsos01 @jfs.hamilton-co.org*  
*Fax: (513) 946-2384*

### 3.3 Registration for the RFP Process

**EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS AUGUST 28, 2018 NO LATER THAN NOON.**

All interested Providers must complete Registration Form (see Attachment G) and fax or e-mail the RFP Contact Person to register, leaving their name, company name, email address, fax number and phone number. The RFP Contact Person's fax number is (513) 946-2384, and their e-mail address is [carsos01@jfs.hamilton-co.org](mailto:carsos01@jfs.hamilton-co.org)

### 3.4 RFP Conference

The RFP Conference will take place at ***Hamilton County Department of Job & Family Services, 222 East Central Parkway, 6th Floor, Room 6SE601 on August 17, 2018, 1:00 p.m. – 3:00 p.m.***

All registered Providers may also submit written questions regarding the RFP or the RFP Process. All communications being mailed, faxed or e-mailed are to be sent only to the RFP Contact Person listed in Section 3.2.

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the RFP Contact Person. The questions and answers will be distributed at the RFP Conference and by e-mail to Providers who have registered for the RFP Process but are unable to attend the RFP Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the RFP Contact Person.
- C. No questions will be accepted after August 28, 2018 by noon. The final responses will be faxed or e-mailed no later than September 4, 2018 by the close of business.
- D. Only Providers who register for the RFP Process will receive cost sheet, attachments and addenda electronically.
- D. The answers issued in response to such Provider questions become part of the RFP.

### 3.5 Prohibited Contacts

The integrity of the RFP process is very important to HCJFS in the administration of our business affairs, in our responsibility to the residents of Hamilton County, and to the Providers who participate in the process in good faith. Behavior by Providers which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Provider nor their

representatives should communicate with individuals associated with the RFP process. If an interested Provider or anyone associated with an interested Provider attempts any unauthorized communication, Provider's proposal is subject to rejection.

Individuals associated with this RFP and related program include, but are not limited to the following:

- A. Public officials; including but not limited to the Hamilton County Commissioners; and
- B. Any HCJFS employees, except for the RFP Contact Person listed in Section 3.2.

Examples of unauthorized communications prior to the award of the contract, except to the RFP Contact Person listed in Section 3.2, including but are not limited to:

- A. Telephone calls;
- B. Letters, emails, social media contacts and faxes regarding the RFP process, anything related to the RFP or the RFP process; and
- C. Visits in person or through a third party attempting to obtain information regarding the RFP, anything related to the RFP or the RFP process.

Notwithstanding the above, there shall be no contact with anyone, including the RFP Contact Person after August 28, 2018, 12:00 noon.

### 3.6 Provider Disclosures

Provider must disclose any pending or threatened court actions and claims brought by or against the Provider, its parent company or its subsidiaries. This information will not necessarily be cause for rejection of the proposal; however, withholding the information may be cause for rejection of the proposal.

### 3.7 Provider Examination of the RFP

**THIS RFP AND THE REQUIREMENTS HEREIN HAVE BEEN MODIFIED SINCE THE PREVIOUS RFP PROCESS. PLEASE REVIEW ALL REQUIREMENTS AND THE PROPOSAL TO ENSURE ACCURACY. ATTENDANCE AT THE RFP CONFERENCE IS HIGHLY ENCOURAGED.**

Providers shall carefully examine the entire RFP and any addenda thereto, all related materials and data referenced in the RFP or otherwise available and shall become fully aware of the nature of the request and the conditions to be encountered in performing the requested services.

If Providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the RFP Contact Person no later than August 28, 2018, noon of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to Section 3.8, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP, Section 3.3, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to August 28, 2018, noon of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the Contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **3.8 Addenda to RFP**

HCJFS may modify this RFP by issuance of one or more addenda to all parties who registered for the RFP, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP Conference will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the RFP Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP Conference. All addenda to the RFP will be posted to <http://www.hcjfs.org>

### 3.9 Availability of Funds

Contract awards are conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided. By sole determination of HCJFS, if funds are not sufficiently allocated or available for the provision of the services performed by Provider, HCJFS reserves the right to exercise one of the following alternatives:

- A. Reduce the utilization of the services provided under the Contract, without change to the terms and conditions of the Contract; or
- B. Issue a notice of intent to terminate the Contract.

HCJFS will notify Provider at the earliest possible time of such decision. No penalty will accrue to HCJFS in the event either provision is exercised. HCJFS will not be obligated or liable for any future payments due or for any damages as a result of termination

## 4.0 SUBMISSION OF PROPOSAL

Provider must certify the proposal and pricing will remain in effect for 365 calendar days after the proposal submission date.

### 4.1 Preparation of Proposal

Proposals must provide a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the RFP. Expensive binding, colored displays, promotional materials, etc. are not necessary. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of content. The proposal must include all costs relating to the services offered.

### 4.2 Cost of Developing Proposal

The cost of developing proposals is entirely the responsibility of the Provider and shall not be chargeable to HCJFS under any circumstances. All materials submitted in response to the RFP will become the property of HCJFS and may be returned only at HCJFS' option and at Provider's expense.

### 4.3 False or Misleading Statements

If, in the opinion of HCJFS, information included within Provider's proposal was intended to mislead the County in its evaluation of the proposal, the proposal will be rejected.

### 4.4 Delivery of Proposals

Proposals must be received by the RFP Contact Person, Sandra Carson at 222 E. Central Parkway, 3<sup>rd</sup> Floor, Cincinnati, Ohio 45202 on or before September 18, 2018 no later than 11:00 a.m. ***Proposals received after this date and time will not be considered.*** If Provider is not submitting the proposal in person, Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the RFP Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, facsimile, or telephone proposals will be accepted.



**It is absolutely essential that Providers carefully review all elements in their final proposals. Once received, proposals cannot be altered; however, HCJFS reserves the right to request additional information for clarification purposes only.**

#### 4.5 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

- A. award a Contract for one or more of the proposed services;
- B. award a Contract for the entire list of proposed services;
- C. reject any proposal, or any part thereof; and
- D. waive any informality in the proposals.

The recommendation of HCJFS staff and the approval by the HCJFS Director shall be final. Waiver of an immaterial defect in the proposal shall in no way modify the RFP documents or excuse the Provider from full compliance with its specifications if Provider is awarded the Contract.

#### 4.6 Evaluation and Award of Contract

The review process shall be conducted in four stages. Although it is hoped and expected that a Provider will be selected as a result of this process, HCJFS reserves the right to discontinue the procurement process at any time.

##### **Stage 1. Preliminary Review**

A preliminary review of all proposals submitted by September 18, 2018 by 11:00 a.m. will be performed to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP. Proposals which meet the Mandatory Requirements will be deemed Qualified.

Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.

Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Registry for RFP
- B. Timely Submission – The proposal is received at HCJFS, 222 E. Central Parkway, 3<sup>rd</sup> Floor, Cincinnati, Ohio 45202 on or before September 18, 2018 no later than 11:00 a.m. and according to instructions. Proposals mailed but not received at the

designated location by the specified date shall be deemed Non-Qualified and shall be rejected.

- C. Signed and Completed Cover Sheet, Section 2.1;
- D. Responses to Program Components, Section 2.2.1;
- E. Completed Cost Sheet, Section 2.3;
- F. Responses to System and Fiscal Administration Components, Section 2.8.

**Stage 2. Evaluation Committee Review**

All Qualified proposals shall be reviewed, evaluated, and rated by the Review Committee. Review Committee shall be comprised of HCJFS staff and other individuals designated by HCJFS. Review Committee shall evaluate each Provider’s proposal using criteria developed by HCJFS. Ratings will be compiled using a Review Committee Rating Sheet. Responses to each question will be evaluated and ranked using the following scale:

Does Not Meet Requirement	A particular RFP requirement was not addressed in the Provider’s proposal.
Partially Meets Requirement	Provider’s proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below an acceptable level.
Meets Requirement	Provider’s proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation.
Exceeds Requirement	Provider’s proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of HCJFS expectations.

**Stage 3 Other Materials**

Review Committee members will determine what other information is required to complete the review process. All information obtained during Stage 3 will be evaluated using the scale set forth in Stage 2 Review and incorporated into the overall rating for the proposal. Review Committee may request information from sources other than the

written proposal to evaluate Provider's programs or clarify Provider's proposal. Other sources of information may include but are not limited to the following:

- A. Written responses from Provider to clarify questions posed by Review Committee. Such information requests by Review Committee and Provider's responses must always be in writing;
- B. Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of HCJFS' interests or concerns are adequately addressed. The primary presentation must include Provider's key program personnel. HCJFS reserves the right to video tape the presentations.
- C. Site visits may be conducted with Providers as HCJFS deems necessary. Site visits will be held at the location where the services are to be provided.

#### **Stage 4 Evaluation Scoring**

Final scoring for each proposal will be calculated. For this RFP, the evaluation percentages assigned to each section are:

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Cost Sheet are worth 20% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.8 Questions are worth 10% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 10% of the total evaluation score.

If HCJFS determines that it is not necessary to conduct a Stage 3 review, the evaluation percentages assigned to each section are:

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 70% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Cost Sheet are worth 20% of the total evaluation score.

- C. System and Fiscal Administration Evaluation including responses to Section 2.8 Questions are worth 10% of the total evaluation score.

#### 4.7 Proposal Selection

Proposal selection does not guarantee a Contract for services will be awarded. The selection process includes:

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Contract. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. HCJFS will work with selected Provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Provider.
- D. If HCJFS and selected Provider are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts. The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.
- E. If HCJFS and successful Provider are unable to come to terms regarding the Contract, in a timely manner as determined by HCJFS, HCJFS will terminate the Contract discussions with Provider. In such event, HCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.
- F. If a proposal is selected with a Provider who has not yet received its licensure from the appropriate Board, the proposal will be disqualified unless the Provider receives its licensure within 60 days of acceptance of the proposal.

#### 4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Providers who submitted Qualified Proposals, who wish to obtain clarifying information regarding their non-selection. If a Provider wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and received by HCJFS within fourteen (14) business days after the date of notification of the decision. All requests must be signed by an individual authorized to represent the Provider and be addressed to the RFP Contact Person at the address listed in Section 3.2. Certified or registered mail must be used unless the request is delivered in person, in which case the Provider should obtain a delivery receipt. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a Provider's non-selection.

#### 4.9 Public Records

All proposals submitted shall become the property of HCJFS to use or, at its option, return such proposals. All proposals and associated documents will be considered to be public information and will be open for inspection to interested parties after the award of a contract unless identified as a trade secret or otherwise exempted from disclosure under the Ohio Public Records Act.

Trade secrets or otherwise exempted information must be clearly identified and marked as such in the proposal. Each page containing such material must:

1. Be placed in a sealed envelope;
2. Must have the basis for non-disclosure status stamped or written in the upper right hand corner of the page and the envelope; and
3. Be placed in the required order of the response format.

**For example** if Pages 1-5 are not trade secrets or otherwise exempted from disclosure and Page 6 contains a trade secret then

- the word "Trade Secret" would be stamped in the corner of Page 6;
- Page 6 would be placed in an envelope; and
- The envelope is stamped as containing a "Trade Secret" is placed after page 5.

**DO NOT MARK EVERY PAGE OF YOUR PROPOSAL AS TRADE SECRET OR OTHERWISE EXEMPTED FROM DISCLOSURE OR YOUR PROPOSAL MAY BE REJECTED**

If HCJFS is requested by a third party to disclose those documents which are identified and marked as Trade Secret or Otherwise Exempted from disclosure, HCJFS will notify Provider of that fact. Provider shall promptly notify HCJFS, in writing, that either a) HCJFS is permitted to release these documents, or b) Provider intends to take immediate legal action to prevent its release to a third party. A failure of Provider to respond within five (5) business days shall be deemed permission for HCJFS to release such documents.

It is Provider's sole responsibility to legally defend the actions of HCJFS for withholding Provider's documents as trade secrets or otherwise exempted information if the issue is challenged.

#### **4.10 Provider Certification Process**

HCJFS reserves the right to complete the Provider Certification process for selected Providers. The purpose of the process is to provide some assurance to HCJFS that Provider has the administrative capability to effectively and efficiently manage the Contract. The process covers three (3) key areas: Section A - basic identifying information; Section B - financial and administrative information; and Section C - quality assurance information. The process may be abbreviated for Providers already certified through another process, such as Medicaid, JCAHO, COA, CARF, etc.

#### **4.11 Public Record Requests Regarding this RFP**

Per ORC 307.862 (C), in order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final Contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code, shall not be available until after the award of the Contract(s). Award is defined as when the Contract is fully executed by all parties.

# ATTACHMENT A

## Cover Sheet for Interpretation Services (includes checklist)

**ATTACHMENT A Cover Sheet  
Interpretation Services  
Bid No: SC01-18R**

Name of Provider \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

*(Please Print or type)*

Phone Number: \_\_\_\_\_ (ext) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Additional Names:** Provider must include the names of individuals authorized to negotiate with HCJFS.

**Person(s) authorized to negotiate with HCJFS:**

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

*(Please Print)*

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Please Complete Attachment C - Cost Sheet.**

**Certification:** I hereby certify the information and data contained in this proposal are true and correct. The Provider's governing body has authorized this application and document, and the Provider will comply with the attached representation if the contract is awarded.

\_\_\_\_\_  
Signature - Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By signing and submitting this proposal Cover Sheet, Provider certifies the proposal and pricing will remain in effect for 180 days after the proposal submission date.

***Please complete the next page of this form containing a checklist to verify that everything required to be submitted as part of your proposal is included.***



## RFP Submission Checklist

Pursuant to Section 4.6 of the RFP, the following items are to be included in your proposal in order for it to be deemed qualified. Please indicate that the items are included by checking the corresponding column.

<b>Action Required</b>	<b>RFP Section</b>	<b>Included</b>
Did you register for the RFP process by August 28, 2018?	3.3	
Will your Proposal be submitted by 11:00 a.m. on or before September 18, 2018?	4.4	
Did you include all the Contact Information on the Cover Sheet?	2.1	
Did you sign the Cover Sheet?	2.1	
Is a response to each Program Component included?	2.2.1	
Is a response to each System and Fiscal Administration Component included?	2.8	

# ATTACHMENT A-1

## Program Component Checklist

RFP# SC01-18R - Interpretation Services RFP

Program Component Checklist

Please ensure all questions in Section 2.2.1 are answered and page numbers are listed by using checklist below.

**Proper Answer:** If YES - list page number where response can be found. If NO - list reason for not responding.

QUESTION #	YES	PAGE #(s)	NO	REASON FOR NOT RESPONDING
<b>Program Components</b>				
Question 1				
Question 2				
Question 3				
Question 4				
Question 5				
Question 6				
Question 7				
Question 8				
Question 9				
Question 10				
Question 11				
Question 12				
Question 13				
Question 14				
Question 15				
Question 16				
Question 17				
Question 18				
Question 19				
Question 20				
Question 21				
Question 22				
<b>Licensure, Administration and Training</b>				
Question 1				
Question 2				
Question 3				

# ATTACHMENT B

## Contract Sample

**HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES**

**PURCHASE CONTRACT**

This Contract is entered into on \_\_\_\_\_ by and between the Board of County Commissioners, Hamilton County, Ohio (Hereinafter “County”) on behalf of the Hamilton County Department of Job and Family Services (Hereinafter “HCJFS”) and Provider’s Name (Hereinafter “Provider”), with an office at Location Street Address, City, State Zip Code, whose telephone number is telephone (000) 000-0000, for the purchase of face to face interpretation services.

**1. TERM**

This Contract will be effective from January 1, 2019 through December 31, 2021, are inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of the Contract shall not exceed \$\$\$ Thousand Dollars (\$00,000.00) over the life of the Contract.

**2. SCOPE OF SERVICE**

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein), the Provider agrees to perform the in-person interpretation services described to Exhibit I, Request for Proposal (RFP) # SC01-18R and Exhibit II, Provider’s Proposal for the Request for Proposal (“Service(s)”).

**3. ORDER OF PRECEDENCE**

This Contract and all exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Contract irreconcilably conflicts with an exhibit, this Contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

- A. Exhibit I – Request for Proposal (RFP) # SC01-18R
- B. Exhibit II – Provider’s SC01-18R
- C. Exhibit III – Cost Sheet

**4. BILLING AND PAYMENT**

- A. County agrees to compensate the Provider at the hourly rates as set forth in Exhibit III, Provider will be advised of time and place its services are needed. The time that Provider will be compensated by County will begin at the time Provider was requested to be present so long as Provider’s assigned individual is present at such start time. Provider will not be compensated, if upon the assigned individual’s late arrival, the matter requiring the in-person interpretation services is rescheduled due to such individual’s failure to be present the requested time.

The Provider will be compensated for one hour if total service provided in less than one hour. For any partial hour billed above and beyond the initial hour of service provided, the provider will bill in 1-hour increments as follows:

- 1-15 min = .25 hourly rate
- 16-30 min = .5 hourly rate
- 31-45 min = .75 hourly rate
- 46-60 min = 1.0 hourly rate

- B. Billing and Payment

Provider shall submit four (4) separate original invoices for Services delivered to the following Consumer categories:

- 1. Family & Children’s Services;
- 2. Child Support;
- 3. Child Care; and
- 4. All others.

Each original invoice shall be sent via encrypted email and be sent each month to the Performance Improvement Section Chief, Hamilton County Dept. of Job and Family Services, 222 E. Central Parkway, Cincinnati, Ohio 45202 within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all Services provided during the service month on each of the above described invoices. Provider shall indicate the following on all invoices submit for payment: Under no circumstances will HCJFS make payment for any services invoiced after two (2) months after the end of the service month. County will use its best efforts to make payment within thirty (30) days after receipt of the invoice, for all invoices received in accordance with the terms of this Contract.

Provider shall provide the follow information on each invoice:

- 1. Provider name, address, telephone number, fax number, and vendor number on located on the purchase order;
- 2. The number of hours or portions of an hour supplied by Provider multiplied by the rate of pay for such Services; and

3. Purchase order number.

Provider shall attach the following documentation with each invoices:

1. Date of service;
2. Language
3. HCJFS Employee's Name;
4. Consumer's Name;
5. Consumer's Category;
6. Start Time;
7. End Time;
8. Minutes;
9. Hours;
10. Services provided during business hours, after business, weekend, and emergency;
11. Hourly Rate; and
12. Total Hours Billed

C. Provider will indicate purchase order number and vendor number on all invoices submitted for payment.

D. The Provider warrants that claims made to HCJFS for payment for services provided shall be for actual services rendered and do not duplicate claims made by the Provider to other sources of public funds for the same service.

## **5. AVAILABILITY AND RETENTION OF RECORDS**

Provider agrees that all records, documents, writing or other information, including, but not limited to, financial records, census records, consumer records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this Contract, and all records, documents, writings or other information, including, but not limited to financial, census and consumer records used by Provider in the performance of this Contract are treated according to the following terms:

- A. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by the Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS),

the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS. Provider further agrees to maintain the confidentiality of all consumers and families served. No information on consumers served will be released for research or other publication without the express written consent of the HCJFS Director or HCJFS designee.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

**6. NON-EXCLUSIVE**

This is a non-exclusive Contract, and HCJFS may purchase the same or similar item(s) from other Providers at any time during the term of this Contract.

**7. CONFLICT OF INTEREST**

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

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



Contract, HCJFS may exercise any right under the Contract including termination of this Contract.

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

## **8. ASSIGNMENT AND USE OF FREELANCE CONTRACTORS**

The parties expressly agree that this Contract shall not be assigned by the Provider without the prior written approval of HCJFS. Notwithstanding any other provisions of this Contract that would afford Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract, without HCJFS' prior written consent, is grounds for HCJFS to terminate this Contract with one (1) day written notice.

The parties also agree that the Provider will provide Services under this Contract through the use of independent freelance contractor s. For purposes of this Contract, such independent freelance contractor s will be called "freelance contractors" or freelance contractor s. Provider agrees it will remain primarily liable for the provision of all Services under this Contract and it will monitor any freelance contractor to assure all requirements for Provider performance under this Contract are being met.

Upon request by HCJFS, Provider agrees to provide a list of all freelance contractors to be utilized in connection with this Contract.

Provider is responsible for making direct payment to all freelance contractors for any and all services provided by such freelance contractors.

## **9. GOVERNING LAW**

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

## **10. INTEGRATION AND MODIFICATION**

This instrument including Exhibits I, II and III embodies the entire Contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Contract. This Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

Provider acknowledges and agrees that only staff from the Contract Services Section of HCJFS may initiate contract changes with the approval of the County. In no event will an oral agreement with HCJFS be recognized as a legal and binding change to the

Contract.

## **11. SEVERABILITY**

If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

## **12. TERMINATION**

### **A. Termination for Convenience**

#### **1. By HCJFS:**

This Contract may be terminated by HCJFS upon notice, in writing, delivered upon Provider Thirty (30) calendar days prior to the effective date of termination.

#### **2. By Provider:**

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

### **B. Termination for Cause by HCJFS**

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

If Provider fails to cure the default in accordance with an approved plan, then HCJFS may terminate this Contract at the end of the thirty (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the County or HCJFS may have under this Contract.

For purposes of the Contract, Material Breach shall mean an act or omission that

violates or contravenes an obligation required under the Contract and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Contract as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Contract.

Notwithstanding the above, in cases of substantiated allegations of: i) improper or inappropriate activities, ii) loss of required licenses iii) actions, inactions or behaviors that may result in harm, injury or neglect or a Consumer, iv) unethical business practices or procedures; and v) any other event that HCJFS deems harmful to the well-being of a Consumer; HCJFS may immediately terminate this Contract upon delivery of a written notice of termination to Provider.

### C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for (i) any outstanding invoices that have been issued in accordance with this Contract; and (ii) services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Provider.
2. Provider, upon receipt of notice of termination, shall take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.
3. Provider shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Provider. HCJFS may withhold any compensation to Provider for the purpose of off-set until such time as the amount of damages due HCJFS from Provider is agreed upon or otherwise determined.

## 13. COMPLIANCE

Provider certifies that Provider and all freelance contractor who provide direct or indirect services under this Contract will comply with all requirements of federal laws and regulations, applicable Code of Federal Regulations cites including, but not limited to 2CFR Part 215 (OMB A-110), 2CFR Part 225 (OMB A-87), 2CFR Part 230 (OMB A-122), and 2CFR Part 220 (OMB A-21), state statutes and Ohio Administrative Code rules in the conduct of work hereunder. The Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax

deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's employees.

#### **14. NON-DISCRIMINATION IN EMPLOYMENT**

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

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

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

#### **15. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES**

Provider agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated thereunder. Provider further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any HCJFS consumer in its performance of this Contract on the basis of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

Provider further agrees to comply with OAC 5101:9-02-01 and OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, individuals shall not be required to pay for such assistance.

**16. PROVIDER SOLICITATION OF HCJFS EMPLOYEES**

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

**17. RELATIONSHIP**

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

**18. DISCLOSURE**

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

**19. WAIVER**

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.

**20. NO ADDITIONAL WAIVER**

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

**21. CONFIDENTIALITY**

The Provider agrees to comply with all federal and state laws applicable to HCJFS and consumers of HCJFS concerning the confidentiality of HCJFS consumers. The Provider understands that any access to the identities of any HCJFS consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. The Provider agrees that the use or disclosure of information concerning HCJFS consumers for any purpose not directly related to the administration of this Contract is prohibited. Provider will ensure all Consumer documentation is protected and maintained in a secure and safe manner.

## 22. AUDIT RESPONSIBILITY

- A. Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Contract.

Audits will be conducted using a “sampling” method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units.

Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Provider recognizes and agrees that HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract. When an overpayment is identified and the overpayment cannot be repaid in one (1) month, Provider will be asked to sign a REPAYMENT OF FUNDS AGREEMENT (the “Repayment Agreement”). If payments are not made according to the agreed upon terms, future checks may be held until the repayment of funds is current. Checks held more than sixty (60) days will be cancelled and will not be re-issued. HCJFS also reserves the right to not increase the rate(s) of payment or the overall Contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding.

HCJFS may allow a change in the terms of the Repayment Agreement. Any change will require a formal amendment to the Repayment Agreement that will be signed by all parties.

- B. Provider shall cause to be conducted an annual independent audit report. Within fifteen (15) days of receipt, Provider agrees to give HCJFS a copy of Provider’s most recent annual report and most recent annual independent audit report.
- C. HCJFS reserves the right to evaluate programs of the Provider and all freelance contractor s. Evaluation activities may include, but are not limited to reviewing records, observing programs, and interviewing program employees and Consumers. Such evaluations will be conducted at Provider’s own time and expense.
- D. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

**23. WARRANTY**

The Provider warrants that its services and/or goods shall be performed or provided (as the case may be) in a professional and work like manner in accordance with applicable professional standards.

**24. AVAILABILITY OF FUNDS**

This Contract is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Contract. By sole determination of HCJFS, if funds are not sufficiently allocated or available for the provision of the services performed by Provider hereunder, HCJFS reserves the right to exercise one of the following alternatives:

- A. Reduce the utilization of the Services provided under this Contract, without change to the terms and conditions of the Contract; or
- B. Issue a notice of intent to terminate the Contract.

HCJFS will notify Provider at the earliest possible time of such decision. No penalty shall accrue to HCJFS in the event either of these provisions is exercised. HCJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this Section.

**25. FORCE MAJEURE**

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect HCJFS' property or employees which are necessary to Provider's ability to perform.

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

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

**26. LEGAL ACTION**

Any legal action brought pursuant to the Contract will be filed in the courts located in Hamilton County, Ohio and Ohio law will apply.

**27. PUBLIC RECORDS**

This Contract is a matter of public record under the laws of the State of Ohio. Provider agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, HCJFS shall make available the Contract and all public records generated as a result of this Contract.

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

**28. DRUG-FREE WORKPLACE**

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

**29. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS**

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, Provider agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works First Program. Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to HCJFS consumers.

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

Although information about and generated under this Contract may fall within the public domain, Provider will not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic means without prior approval from the HCJFS Communications Director, unless Provider is required to release requested information by law. HCJFS reserves the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Provider's performance under the Contract. Except where HCJFS approval has been granted in advance, the Provider will not seek to publicize and will not respond to unsolicited media queries requesting



announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents HCJFS may provide to Provider to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities. If contacted by the media about this Contract, Provider agrees to notify the HCJFS Communications Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Provider from using Contract information and results to market to specific consumers or prospects.

### **31. AMENDMENTS**

This writing constitutes the entire agreement between Provider and HCJFS with respect to all matters herein. This Contract may be amended only in writing and signed by Provider and HCJFS. Notwithstanding the above, the parties agree that amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Provider and HCJFS and effective as of the date of enactment of the law, statute, or regulation.

### **32. INSURANCE**

The Provider agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Provider's products or services as described in this Contract; auto liability; professional liability (errors and omissions) and umbrella / excess insurance. Further, Provider agrees to procure and maintain for the duration of this Contract Workers' Compensation Insurance. The cost of all insurance shall be borne by the Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A. M. Best rating of no less than A-:VII. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this contract (excluding Professional Liability), as further defined in paragraph (F) (6) of this section and as required by ORC 2744.05. Provider shall purchase the following coverage and minimum limits:

- A. Commercial General Liability insurance policy with coverage contained in Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
  1. Additional insured endorsement;

2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

B. Automobile Liability

If the Contract contemplates the transportation of the users of Hamilton County services (such as, but not limited to HCJFS Consumers) and the Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employee's "POV" insurance and provide coverage above its employee's "POV" coverage. The Provider agrees the Business Auto Liability policy will be endorsed to provide this coverage.

Minimum Limits:

- \$1,000,000 combined single limit each accident;

Coverage:

- Additional insured endorsement
- Specific waiver of subrogation
- Contractual liability

C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:

1. Additional insured endorsement;
2. Pay on behalf of wording;
3. Concurrency of effective dates with primary;
4. Blanket contractual liability;
5. Punitive damages coverage (where not prohibited by law);
6. Aggregates: apply where applicable in primary;
7. Care, custody and control – follow form primary; and

8. Drop down feature

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code
- F. The Provider further agrees with the following provisions:

- 1. The certificate of insurance form will be sent to:

Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3<sup>rd</sup> Floor, 222 East Central Parkway, Cincinnati, Ohio 45202.

With each respective party and its address listed in the Certificate Holder box.

- i. The endorsement form and the certificate of insurance shall state the following: "Board of County Commissioners of Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."
- 2. Each policy required by this clause shall be endorsed to state that coverage shall not be cancelled or materially changed except after thirty (30) days' prior written notice given to: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3<sup>rd</sup> Floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
- 3. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates effecting coverage required by this clause. All certificates are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Failure of HCJFS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of HCJFS to

identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.

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

### **33. INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Board of County Commissioners of Hamilton County Ohio, and its officials, employees, agents, and volunteers and the Hamilton County Job & Family Services and its officials, employees, agents, and volunteers (the Indemnified Parties) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Contract including, without limitation, by Provider, its freelance contractor (s), Provider's or its freelance contractor 's (s') employees and agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

In addition, Provider agrees to pay all Damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising regardless of any conflict of interest that may exist between the Indemnified Parties and Provider. In the event Provider fails to defend the Indemnified Parties as set forth in this Paragraph, which may result in a breach of contract, such parties may defend themselves and Provider shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this paragraph shall survive the expiration or termination of the Contract for any reason.

### **34. LOBBYING**

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

### **35. PROPERTY OF HAMILTON COUNTY**

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

The Deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed the sole author of the Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are deemed not to be a "work made for hire," or if there are any rights in the Deliverable(s) not so conveyed to HCJFS, then Provider agrees to and by executing this Contract hereby does assign to HCJFS all worldwide rights, title, and interest in and to the Deliverables. HCJFS acknowledges that its sole ownership of the Deliverable(s) under this Contract does not affect Provider's right to use general concepts, algorithms, programming techniques, or methodologies that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

### **36. TRANSITION PLAN**

A Transition Plan will be used in the event of early termination of the Contract. The goals of the Transition Plan are to:

- a) ensure continuity of deliverables/services; and
- b) not disrupt deliverables/services unnecessarily. The parties agree that each shall provide reasonable cooperation in the transitioning of responsibilities to any other person or entity selected by HCJFS to assume administration of such responsibilities.

Provider agrees that if requested by HCJFS, that it will enter into an extension of the Contract for up to One Hundred Eighty (180) days following the effective date of the early termination, under the current terms, conditions and prices applicable at that point in time. This will allow HCJFS to make a seamless transition to any new Provider and mitigate negative impact.

**37. DEBARMENT AND SUSPENSION**

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

**38. FAITH BASED ORGANIZATIONS**

If Provider is a faith based organization, Provider agrees that it will perform the duties under this Contract in compliance with Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religious belief, or refusal to participate in a religious activity.

No funds provided under this Contract will be used to promote the religious character and activities of the Provider. If any participant objects to the religious character of the organization, the Provider will immediately refer the individual to HCJFS for an alternate Provider.

**39. CHILD SUPPORT**

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

**40. DEBT CHECK PROVISION**

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Provider warrants that a finding for recovery has not been issued to Provider by the Ohio Auditor of State. Provider further warrants that Provider shall notify HCJFS within one (1) business day should a finding for recovery occur during the Contract term.

**41. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT**

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency Regulation. Provider understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency Regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

**42. ENERGY POLICY AND CONSERVATION ACT**

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

**43. CONTRACT CLOSEOUT**

At the discretion and initiation of HCJFS, a contract closeout procedure may commence within ninety (90) days after the termination or expiration of this Contract to ensure at a minimum that all required forms, reports and deliverables were submitted to and accepted by HCJFS in accordance with this Contract.

**44. CONTACT INFORMATION**

A. HCJFS Contacts

Provider should contact the following HCJFS staff with questions:

Name	Phone #	Department	Responsibility
	946-	Contract Services	contract changes, contract language
	946-	Fiscal	billing & payment

B. Provider Contacts

HCJFS should contact the following Provider staff with any questions:

Name	Phone #	Department	Responsibility



The terms of this Contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

Moira Weir, Director  
Hamilton County Department of  
Job & Family Services  
Hamilton County, Ohio,

(Complete Provider's Name)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_  
(Print)

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

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

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

Approved as to form:

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

**(DETERMINE IF THESE SECTIONS ARE NEEDED FOR THIS CONTRACT)**

**47. NO ASSURANCES**

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

**48. PERFORMANCE BOND**

Provider shall submit, with the signed Contract, for the term of the Contract, a faithful performance Surety (the "Bond") equal to the total amount of the Purchase Price.

The Bond shall be effective and guarantee faithful performance for the term of the Contract. The Bond shall be in a form acceptable to HCJFS and shall be issued by a registered, acceptable surety corporation licensed to do business by the State of Ohio. Provider's bonding company shall provide HCJFS with a compliance certificate from the Ohio Department of Insurance attesting to this fact.

The Bond shall provide that the surety and Provider are jointly and severally bound to HCJFS for the performance of the terms of this Contract. HCJFS shall have no claim under this Bond so long as Provider performs its obligations under the term of this Contract.

In the event that there is a Material Breach of the Contract and the period for cure for Provider has expired, HCJFS, through its Chief Purchasing Agent, shall notify the surety in writing of its intent to declare default under the Bond. HCJFS shall invite the surety and Provider to attend a meeting to discuss a means by which Provider would be able to continue its performance of the terms of this Contract.

If HCJFS, Provider and the surety agree, Provider shall be allowed a reasonable time to demonstrate its ability to perform the terms of the Contract, but such an agreement shall not prejudice or waive the rights of HCJFS to subsequently declare a default under the terms of the Bond.

The rights of HCJFS to declare default under the terms of the Bond shall not accrue until twenty (20) days after Provider and surety have received written notice set forth above. Once default is declared, Provider's right to perform under the terms of this Contract shall be terminated, and the surety shall have the obligation to perform under

the terms of the Bond.

Once HCJFS has declared a default as set forth above, the surety shall promptly and at its expense, take one of the following actions:

- A. Arrange for the completion of the obligations of Provider under the Contract by itself, through its agents or through independent contractors including, but not limited to Provider;
- B. Obtain bids or negotiate proposals for the completion of the obligations by qualified contractors acceptable to HCJFS and which substitute performance will be secured by a performance bond acceptable to Provider; or
- C. Waive its right to perform and arrange for the payment to HCJFS of the cost for substitute performance by Provider through its own forces or through independent means and arrange to pay HCJFS for actual damages, up to the penal sum of the Bond that HCJFS may incur by virtue of the default by Provider.

**1. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

Provider agrees to comply with all Health Insurance Portability and Accessibility Act (“HIPAA”) requirements and meet all HIPAA compliance dates.

# ATTACHMENT C

## Cost Sheet

Language	Face to Face Non- Emergency Per Hour	Face to Face Emergency Per Hour	Face to Face After Hours Per Hour	Telephone Non- Emergency Per Minute	Telephone Emergency Per Minute
AKAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
ALBANIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
AMHARIC	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
ARABIC	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
ARMENIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
ASSYRIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
BAMBARA	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
BASQUE	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
BOSNIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
BURMESE	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
BULGARIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
CANTONESE	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
CATALAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
CHICHEWA	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
CREOLE	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
CROATIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
CZECH	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
DANISH	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
DARI	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
DUTCH	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
ESTONIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
EWE	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
FANTA	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
FARSI	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
FIJIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
FINNISH	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
FLEMISH	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
FRENCH	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
FUKIENESE	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
FULANI	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
GAELIC	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
GERMAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
GREEK	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
GUJARATI	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
HAITIAN CREOLE	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
HEBREW	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40

HINDI	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
HMONG	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
HUNGARIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
IGBO	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
ICELANDIC	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
ILOCANO	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
INDONESIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
ITALIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
JAPANESE	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
KHMER	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
KOREAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
KURDISH	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
KURUNDI	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
LAO	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
LAOTIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
LATVIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
LITHUANIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
MACEDONIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
MALAYALAM	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
MANDARIN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
MANDINGO	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
MIEN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
MON	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
MONGOLIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
NAVAJO	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
NEPALI	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
NORWEGIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
OROMIFFA	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
PASHTO	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
POLISH	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
PORTUGESE	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
PORTUGESE CREOLE	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
PULAR	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
PUNJABI	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
ROMANIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
RUSSIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
SANGO	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
SAMOAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
SERBIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
SERBO CROATION	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
SHANGHAI	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
SINHALESE	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
SLOVAK	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
SLOVENIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40

SOMALI	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
SONEIKE	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
SPANISH	\$ 32.50	\$ 32.50	\$ 32.50	\$ 1.30	\$ 1.30
SWAHILI	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
SWEDISH	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
TAGALOG	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
TAIWANESE	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
TAISHANESE	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
TAMIL	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
THAI	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
TIGRINYA	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
TONGAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
TURKISH	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
TWI	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
UDO	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
UKANIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
URDU	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
VIETNAMESE	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
WOLOF	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
YIDDISH	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
YORUBA	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
YUGOSLAVIAN	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40
ZULU	\$ 41.50	\$ 41.50	\$ 41.50	\$ 1.40	\$ 1.40















LITHUANIAN
MACEDONIAN
MALAYALAM
MANDARIN
MANINGO
MIEN
MON
MONGOLIAN
NAVAJO
NEPALI
NORWEGIAN
ORAMIFFA
PASHTO
POLISH
PORTUGESE
PORTUGESE CREOLE
PONJABI
PULAR
ROMANIAN
RUSSIAN
SANGO
SAMOAN
SERBIAN
SERBO CROATION
SHANGHAI
SINHALESE
SLOVAK
SLOVENIAN
SOMALI
SONEIKI
SPANISH
SWAHILI
SWEDISH
TAGALOG
TAIWANESE
TAMIL

THAI
TIGRINYA
TONISHANESE
TONGAN
TURKISH
TWI
UDO
UKANIAN
URDU
VIETNAMESE
WOLOF
YIDDISH
YUGOSLAVIAN
ZULU

Languages	During Business Hours 7:30 a.m. - 4:30 p.m. Monday - Friday Non-Emergency Per Hour	After Business Hours 4:31 p.m. - 7:29 a.m. Monday - Friday Non-Emergency Per Hour	Weekends & Holidays Non-Emergency Per Hour	Emergency Per Hour	List Other Cost
AKAN					
ALBANIAN					
AMHARIC					
ARABIC					
ARMENIAN					
ASSYRIAN					
BAMBARA					
BASQUE					
BOSNIAN					
BURMESE					
BULGARIAN					
CANTONESE					
CATALAN					
CHICHEWA					
CREOLE					
CROATIAN					
CZECH					
DANISH					
DARI					
DUTCH					
ESTONIAN					
EWE					
FANTA					
FARSI					
FIJIAN					
FINNISH					



FLEMISH					
FRENCH					
FUKIENESE					
FULANI					
GAELIC					
GERMAN					
GREEK					
GUJARATI					
HAITIAN CREOLE					
HEBREW					
HINDI					
HMONG					
HUNGARIAN					
IGBO					
ICELANDIC					
ILOCANO					
INDONESIAN					
ITALIAN					
JAPANESE					
KHMER					
KOREAN					
KURDISH					
KURUNDI					
LAO					
LAOTIAN					
LATVIAN					
LITHUANIAN					
MACEDONIAN					
MALAYALAM					
MANDARIN					
MANDINGO					
MIEN					
MON					

MONGOLIAN					
NAVAJO					
NEPALI					
NORWEGIAN					
OROMIFFA					
PASHTO					
POLISH					
PORTUGESE					
PORTUGESE CREOLE					
PULAR					
PUNJABI					
ROMANIAN					
RUSSIAN					
SANGO					
SAMOAN					
SERBIAN					
SERBO CROATION					
SHANGHAI					
SINHALESE					
SLOVAK					
SLOVENIAN					
SOMALI					
SONEIKE					
<b>SPANISH</b>					
SWAHILI					
SWEDISH					
TAGALOG					
TAIWANESE					
TAISHANESE					
TAMIL					
THAI					
TIGRINYA					
TONGAN					

TURKISH					
TWI					
UDO					
UKANIAN					
URDU					
VIETNAMESE					
WOLOF					
YIDDISH					
YORUBA					
YUGOSLAVIAN					
ZULU					

## FACE TO FACE INTERPETATION COST SHEET

Languages	Non-Emergency Monday - Friday 7:30 a.m. - 4:30 p.m. Per Hour	Non-Emergency Monday - Friday 4:31 p.m. - 7:29 a.m. Per Hour	Non-Emergency Weekends & Holidays Per Hour	Emergency Weekends & Holidays Per Hour	List Other Cost (including any minimum hour requirement)
AKAN					
ALBANIAN					
AMHARIC					
ARABIC					
ARMENIAN					
ASSYRIAN					
BAMBARA					
BASQUE					
BOSNIAN					
BURMESE					
BULGARIAN					
CANTONESE					
CATALAN					
CHICHEWA					
CREOLE					
CROATIAN					
CZECH					
DANISH					
DARI					
DUTCH					
ESTONIAN					
EWE					
FANTA					
FARSI					
FIJIAN					
FINNISH					
FLEMISH					
FRENCH					
FUKIENESE					
FULANI					
GAELIC					
GERMAN					
GREEK					
GUJARATI					
HAITIAN CREOLE					
HEBREW					
HINDI					
HMONG					
HUNGARIAN					
IGBO					
ICELANDIC					
ILOCANO					
INDONESIAN					
ITALIAN					
JAPANESE					
KHMER					
KOREAN					
KURDISH					
KURUNDI					
LAO					
LAOTIAN					
LATVIAN					
LITHUANIAN					
MACEDONIAN					

## FACE TO FACE INTERPETATION COST SHEET

Languages	Non-Emergency Monday - Friday 7:30 a.m. - 4:30 p.m. Per Hour	Non-Emergency Monday - Friday 4:31 p.m. - 7:29 a.m. Per Hour	Non-Emergency Weekends & Holidays Per Hour	Emergency Weekends & Holidays Per Hour	List Other Cost (including any minimum hour requirement)
MALAYALAM					
MANDARIN					
MANDINGO					
MIEN					
MON					
MONGOLIAN					
NAVAJO					
NEPALI					
NORWEGIAN					
OROMIFFA					
PASHTO					
POLISH					
PORTUGESE					
PORTUGESE CREOLE					
PULAR					
PUNJABI					
ROMANIAN					
RUSSIAN					
SANGO					
SAMOAN					
SERBIAN					
SERBO CROATION					
SHANGHAI					
SINHALESE					
SLOVAK					
SLOVENIAN					
SOMALI					
SONEIKE					
SPANISH					
SWAHILI					
SWEDISH					
TAGALOG					
TAIWANESE					
TAISHANESE					
TAMIL					
THAI					
TIGRINYA					
TONGAN					
TURKISH					
TWI					
UDO					
UKANIAN					
URDU					
VIETNAMESE					
WOLOF					
YIDDISH					
YORUBA					
YUGOSLAVIAN					
ZULU					
OTHER LANGUAGES					

# ATTACHMENT D

## Provider Certification

# Hamilton County Department of Job and Family Services Provider Certification Process

(Revised 5/10)

## I. Overview

The purpose of the **Hamilton County Department of Job and Family Services (HCJFS) Provider Certification Process** is to assess a service provider's administrative capacity to effectively manage an HCJFS contract. The process is designed strictly for internal HCJFS decision making and should not be seen as an official accreditation, licensing or endorsement of a provider program or agency. The process is divided into three (3) sections -**A. Program Identifying Information, B. Administrative Capacity and C. Quality Assurance**. Sections A. and B. may be completed prior to contract signing. Section C. within six (6) months of contract signing. A six (6) month period is given for Section C. to allow time for smaller agencies who may not have all of the quality assurance components in place. As with any process, there are always exceptions so consult with management if certain portions of the document are not applicable to a specific provider.

### A. **Program Identifying Information (Section A)** - identifies key information such as:

1. agency name and address;
2. director's name;
3. service being purchased;
4. hours/days of operation, etc.

### B. **Administrative Capacity (Section B)** - identifies administrative areas which are key to an effective operation such as:

1. accounting and record keeping systems;
2. copies of important documents such as the table of organization, Articles of Incorporation, insurance, etc.;
3. review of provider personnel files for proof of drivers' licenses, insurance, professional credentials, etc.;
4. tour of the provider's facility.

None of this information is to be released to anyone other than the provider without HCJFS management approval.

### C. **Quality Assurance (Section C)** - identifies processes and procedures for ensuring quality service such as:

1. program staff training plan;
2. staff policy and procedure manual;
3. quality assurance plan/activities.

Refer to detailed instructions for completing the certification document.

## II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

### Section A. Program Identifying Information

ITEM	EXPLANATION
1. Reviewer's Name and Title	Staff name(s)/title(s) who completed the certification review.
2. Initiation of Certification Process (Date)	Date the certification process began.
3. Completion of Certification Process (Date)	Date the certification process was completed - all 3 sections completed..
4. Certification Status	Select the applicable answer as the certification process is completed. Select: in process, approved, denied.
5. Tax I.D. # (aka Vendor #)	Tax I.D. (Vendor) number used in Performance.
6. Oracle Contract #	Contract number used in Oracle
7. Agency Name	Official name of the contract agency.
8. Agency Address	Address for the location of the agency's administrative office. Indicate if there is a separate mailing address.
9. Phone #	Phone number for the agency's administrative office.
10. Fax #	Fax number for the agency's administrative office.
11. Program Name	Program name for the purchased service, if applicable.
12. Service Name	Service name from the Contract Services database picklist.
13. Program Address, if different	Program address if different from the administrative office.
14. Program Phone #, if different	Program phone number if different from the administrative office.
15. Program Fax #	Program fax number if different from the administrative office.
16. Agency's Hours/Days of Operation	Agency's hours of operation (begin/end times) and days of the week the agency is open for service.
17. Program's Hours/Days of Operation	Contracted program's hours of operation (begin/end times) and the days of the week the program is open for service.
18. Seasonal Hours, if applicable	Indicate if the program has seasonal (summer, holiday, etc) days and hours of operation.
19. Agency Director's Name	Name of the Executive Director for the contracted agency.
20. Agency Director's E-Mail Address	E-mail address for the Agency Director.
21. Program Director's Name, if different	Name of the Program Director for the contracted program/service if different from the Executive Director.
22. Program Director's Phone #, if different	Phone number for the Program Director if different from the agency or program phone numbers listed above in #9 and #14.
23. Program Director's E-Mail Address	E-mail address for the Program Director if different from the Agency Director.
24. Program Contact Person, if different	Name of the program Contact Person if different from the Program Director listed above in #20.
25. Program Contact Person's Phone number, if different	Phone number for the program Contact Person if different from the phone number for the Program Director listed above in #21.
26. Program Contact Person's E-Mail Address	E-mail address for the program contact person if different from the Program Director.



**Section B. Administrative Capacity - This section must be completed prior to contract signing.**

ITEM	EXPLANATION
1. Other Provider certifications	Ask Provider if the agency is currently certified by another entity. This could be Medicaid, JACHO, COA, etc. Obtain information regarding the type, time period and particular services covered by the certification and discuss findings with Section management.
2. Reviewed and accepted: a. Most recent annual independent audit or comparable financial documents; b. audit management letter, if applicable; c. SAS61 (auditor’s communication to the board’s audit committee), if applicable; d. most recent 990 and Schedule A ; e. most recent federal income tax return; f. written internal financial controls.	<p>This information is used to determine the financial status of an agency. Things to look for are:</p> <ol style="list-style-type: none"> <li>1. Did the audit firm issue an unqualified opinion on the report? If not, a further review of the agency’s financial status should be conducted. If the audit report is not for the prior calendar year, ask when the report will be finished and follow-up with provider to obtain a copy.</li> <li>2. Do the attachments/exhibits indicate problems, recommendations, etc.?</li> <li>3. Does the audit management letter indicate a problem or areas that need improvement?</li> <li>4. Does the SAS61 indicate problems, concerns, etc.?</li> <li>5. The 990 repeats much of the information in the independent audit but also includes the salaries for the top 5 positions earning over \$50,000.00 per year.</li> <li>6. Were taxes filed timely? If not, why? Were extensions requests done timely?</li> <li>7. Do the controls indicate a separation of duties? Is there a clear understanding of duties and roles? For assistance in developing internal financial controls, providers can consult the standards issued by the GAO in the booklet titled <i>Government Auditing Standards</i>. The information is also available on the GAO website at:  <a href="http://www/gao.gov/policy/guidance.htm">http://www/gao.gov/policy/guidance.htm</a></li> </ol>
3. Indicate Provider’s filing status with the IRS: a. 501C3 (not-for-profit); b. sole proprietor; c. corporation (for profit); d. government agency; e. other (specify).	The filing status is important because of filing and tax conditions which are unique to each category.

<p>4. Received current copies of:</p> <ul style="list-style-type: none"> <li>a. Articles of Incorporation, if applicable;</li> <li>b. job descriptions for all staff in program budget;</li> <li>c. insurance with the correct amount, type of coverage and additional insureds listed;</li> <li>d. Worker's Compensation insurance;</li> <li>e. table of organization including advisory boards &amp; committees;</li> <li>f. service/attendance form, sign-in sheet, etc.</li> <li>g. contract service contingency plan, if applicable.</li> </ul>	<p>Copies of all the documents must be received prior to contract signing.</p> <ol style="list-style-type: none"> <li>1. Job description titles should match to the salaried positions in the budget and to the positions in the T.O.</li> <li>2. Insurance amounts are the standard amounts listed in the boiler plate contract. Work with management for unusual coverage amounts for unusual services. Indicate the expiration date so HCJFS can do timely follow-up to ensure the insurance coverage remains current.</li> <li>3. Table of organization should show the relationship of the contracted service to the entire organization. The T.O. may reference programs for positions.</li> <li>4. The service/attendance form is the sheet used to document units of service. Determine if information maintained is adequate - client names, date, begin/end time, unit(s) of service, name of teacher/case worker, etc.</li> <li>5. The contract service contingency plan is to detail how service will be provided to HCJFS clients should the provider be unable to comply with the contract terms. What is the provider's back-up plan?</li> </ol>
<p>5. Reviewed 3 of the last 12 months board minutes</p>	<p>Review for problems which could reflect on the administrative capacity of the agency, i.e. issues with the contracted programs, staff issues, funding issues, etc.</p>

<p>6. Reviewed accounting/record keeping system:</p> <ul style="list-style-type: none"> <li>a. financial record keeping method <ul style="list-style-type: none"> <li>1) is a separate account set up for our program?</li> <li>2) are invoices filed for easy reference?</li> </ul> </li> <li>b. cash or accrual system;</li> <li>c. revenue source during start-up period;</li> <li>d. ability to issue accurate and timely reports</li> <li>e. maintenance of client service records . <ul style="list-style-type: none"> <li>1) method for documenting client service;</li> <li>2) method for compiling data for reports;</li> <li>3) method for tracking performance indicators;</li> </ul> </li> <li>f. how will the Provider manage cash flow during the first 3 months of the contract?</li> </ul>	<ol style="list-style-type: none"> <li>1. The agency must show how the expenses and revenue for each contracted program will be reported/tracked in a separate account.</li> <li>2. Determine how financial invoices will be filed. Is this adequate for audit purposes?</li> <li>3. Identify the accounting system used - cash vs. accrual. This is important in an audit for determining how expenses and revenues are reported.</li> <li>4. Determine how the agency will meet payroll and other contract related expenses during the start-up period, prior to receiving the first contract reimbursement.</li> <li>5. Review the process for reporting expenses, service and performance goals. Does provider have the administrative capacity to manage the contract in an accurate and timely fashion? In the program area? In the financial area?</li> <li>6. Review the process for documenting and maintaining client service records. Is it acceptable for audit purposes? Can invoiced services be easily tracked to a source document? Is the information in the source document legible, complete, etc?</li> <li>7. Since the initial reimbursement will be approximately 2 months from the end of the first service month, discuss with provider how program expenses will be paid during that time.</li> </ol>
<p>7. When applicable, review personnel files for proof of required documentation including, but not limited to:</p> <ul style="list-style-type: none"> <li>a. current professional license/certification;</li> <li>b. driver's license with &lt; 5 points;</li> <li>c. proof of car insurance;</li> <li>d. police/BCII check completed within the last 12 months.</li> </ul>	<p>Based on the work performed by the contract agency's staff, conduct a sampled review of personnel files to ensure required documentation is current and on file. Indicate discrepancies and develop an action plan with the agency to ensure compliance prior to contract signing.</p>
<p>8. Transportation Issues (when applicable)</p> <ul style="list-style-type: none"> <li>a. is public transportation readily available?</li> <li>b. how far from the program site is the public transportation stop?</li> <li>c. indicate the type of available parking facilities: <ul style="list-style-type: none"> <li>1) private lot;</li> <li>2) municipal/public lot;</li> <li>3) on-street parking;</li> <li>4) client/staff pay to park.</li> </ul> </li> </ul>	<p>This section is to identify potential problems for the program area in client access of service.</p>

<p>9. Interior - Public Areas</p> <ul style="list-style-type: none"> <li>a. indicate general impression of appearance cleanliness, neatness, safety, etc.</li> <li>b. is facility handicapped accessible?</li> <li>c. are bathrooms handicapped accessible?</li> <li>d. does facility design ensure client confidentiality?</li> <li>e. is the facility adequate for our program?</li> <li>f. ask provider if a negative building safety report has been issued by the fire department.</li> </ul>	<p>Purchased services are to be provided in an appropriate setting and accessible to all referred clients. This area is subjective and open to interpretation. The question to ask yourself is if you'd feel comfortable referring a client to this location. The fire department only issues a report when there are building safety issues. Ask to see any negative safety report and, if any, ask for proof of compliance - repair invoices, etc. Calls can be made to the fire department if the status is in doubt.</p>
<p>10. Contract Management Plan - review provider's written plan for contract management.</p> <ul style="list-style-type: none"> <li>a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS?</li> <li>b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS?</li> <li>c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements?</li> <li>d. what is provider's plan for conducting self-reviews to ensure contract compliance?</li> <li>e. what is provider's plan for ensuring receipt of client authorization forms prior to invoicing?</li> <li>f. what is provider's plan to remain in compliance with contract requirements for timely invoicing to HCJFS?</li> <li>g. what is provider's plan for monitoring contract utilization?</li> </ul>	<p>The purpose of the plan is to ensure the provider is fully aware of the contractual obligations and has a pro-active plan for managing the various contract components. At a minimum, the provider's written plan must address these seven (7) areas.</p>

**Section C. Quality Assurance - If unavailable prior to contract signing, items in this section must be obtained and/or reviewed within the first 6 months of the contract.**

ITEM	EXPLANATION
1. Training plan for program area staff. Are provider staff aware of contract requirements?	Provider must have a written plan for ensuring provider's staff is aware of contract/amendment requirements and conditions. Staff must be aware of the target population, special need clients, reporting requirements, etc.
2. Written program policies	Review program policies to ensure contract conditions are maintained.
3. Policy & procedure manual for staff a. provider's overall operation policy; b. personnel policies; c. policy for using volunteers; d. affirmative action; e. cultural diversity training.	The manual is for the entire provider agency. Is cultural diversity part of agency wide training?
4. Received copy of provider's brochures or literature regarding their programs.	How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations?
5. Received copy of provider's QA/QI plan or activities. At a minimum, the following must be included: a. consumer program satisfaction results (define method(s) to be used); b. HCJFS & provider staff satisfaction feedback mechanism (defined in plan); c. unduplicated monthly & YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, service contact dates and units; d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis; e. written information regarding service programs operated by provider & how the information is disseminated to consumers; f. provider's publicized complaint & grievance system to include written policies & procedures for handling consumer and family grievances, QI report to include individual and program related grievance summaries; g. detailed safety plan; h. detailed written procedure for maintaining the security and confidentiality of client records.	<p>1. Does the agency have a Quality Improvement program?</p> <p>2. Is there a <u>current</u> QI plan that incorporates involvement of all program areas, front line staff representation, fiscal, administration, clinical staff, families served?</p> <p>3. Is there a client satisfaction mechanism in place?</p> <p>4. How are client contacts, referrals, service delivery measured and tracked?</p> <p>5. Are service goals articulated clearly? Are there mechanisms in place to track and report individual and aggregate data on client activities/outcomes? Financial outcomes?</p> <p>6. Service brochures that describe program availability? Quality Improvement information that is distributed to stakeholders and utilized for program decision making?</p> <p>7. Grievance process available - easily accessible to clients? Process for tracking and reporting individual and aggregate data on grievances?</p> <p>8. Safety plan available and mechanisms in place to evaluate, monitor, and report safety issues?</p> <p>9. How are client records maintained for security and confidentiality in provider's office? Can records be taken off site? If yes, how is the security and confidentiality guaranteed?</p>

**Hamilton County Department of Job and Family Services**  
**Provider Certification Document**

**Section A. Program Identifying Information** - This process is designed strictly for internal HCJFS decision making and should not be seen as an official accreditation, licensing or endorsement of a provider program or agency.

<b>1. Reviewer's Name and Title</b>	
<b>2. Initiation of Certification Process (Date)</b>	
<b>3. Completion of Certification Process (Date)</b>	
<b>4. Certification Status</b>	
<b>5. Tax I.D. #</b>	
<b>6. Oracle Contract #</b>	
<b>7. Agency Name</b>	
<b>8. Agency Address</b>	
<b>9. Phone #</b>	
<b>10. Fax #</b>	
<b>11. Program Name</b>	
<b>12. Service Name</b>	
<b>13. Program Address, if different</b>	
<b>14. Program Phone #, if different</b>	
<b>15. Program Fax #, if different</b>	

<b>16. Agency's Hours/Days of Operation</b>	
<b>17. Program's Hours/Days of Operation</b>	
<b>18. Indicate seasonal hours/days of operation, if applicable</b>	
<b>19. Agency Director's Name</b>	
<b>20. Agency Director's E-Mail Address</b>	
<b>21. Program Director's Name, if different</b>	
<b>22. Program Director's Phone #, if different</b>	
<b>23. Program Director's E-Mail Address</b>	
<b>24. Program Contact Person, if different</b>	
<b>25. Program Contact Person's Phone #, if different</b>	
<b>26. Program Contact Person's E-Mail Address</b>	

**NOTES:**

**Section B. Administrative Capacity - This section must be completed prior to contract signing**

Item	Comments	Date Rec'd.	Date Complete
<b>1. Other Provider certifications, i.e., Medicaid, JACHO, COA, etc.</b>			
<b>2. Reviewed and accepted:</b> a. most recent annual indep. audit or comparable financial documents;			
b. audit management letters, is applicable;			
c. SAS61 (auditor's communication to the board's audit committee), if applicable;			
d. most recent 990 and Schedule A;			
e. most recent federal income tax return;			
f. written internal financial controls. For assistance in developing internal financial controls, providers can consult the standards issued by the General Accounting Office (GAO) in the booklet titled <i>Government Auditing Standards</i> . The information is also available on the GAO website at <a href="http://www.gao.gov/policy/guidance.htm">http://www.gao.gov/policy/guidance.htm</a>			
<b>3. Indicate Provider's filing status with the IRS</b> a. 501C3 (not-for-profit);			
b. sole proprietor;			
c. corporation (for profit);			
d. government agency;			
e. other (specify).			
<b>4. Received current copies of:</b> a. Articles of Incorporation, if applicable;			
b. job descriptions for all staff in program budget;			
c. insurance with the correct amount, type of coverage and add'l. insureds listed; Expiration Date:			



d. Worker's Compensation insurance;			
e. table of organization including advisory boards & committees;			
f. service/attendance form, sign-in sheet, etc.			
g. copy of the contract service contingency plan, if applicable for this service.			
<b>5. Reviewed 3 of the last 12 months board minutes</b>			
<b>6. Reviewed accounting/record keeping system:</b>			
a. financial record keeping method			
1) is a separate account set up for our program?			
2) are invoices filed for easy reference?			
b. cash or accrual system;			
c. revenue source during start-up period;			
d. ability to issue accurate and timely reports			
e. maintenance of client service records .			
1) method for documenting client service;			
2) method for compiling data for reports;			
3) method for tracking performance indicators;			
f. how will provider manage cash flow during the first 3 months of the contract?			
<b>7. When applicable, reviewed personnel files for proof of required documentation including, but not limited to:</b>			
a. current professional license/certification;			
b. driver's license with < 5 points;			
c. proof of car insurance;			

d. police/BCII check completed w/in last 12 mons.			
<b>8. Transportation Issues (when applicable)</b>			
a. is public transportation readily available?			
b. how far from the program site is the public transportation stop?			
c. indicate the type of available parking facilities:			
1) private lot;			
2) municipal/public lot;			
3) on-street parking;			
4) client/staff pay to park.			
<b>9. Interior - Public Areas</b>			
a. indicate general impression of appearance - cleanliness, neatness, safety, etc.			
b. is facility handicapped accessible?			
c. are bathrooms handicapped accessible?			
d. does facility design ensure client confidentiality?			
e. is the facility adequate for our program?			
f. ask Provider if a negative building safety report was issued by the fire department.			
<b>10. Contract Management Plan - review provider's written plan for contract management.</b>			
a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS?			
b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS?			
c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements?			

d. what is provider's plan for conducting self-reviews to ensure contract compliance?			
e. what is provider's plan for ensuring receipt of client authorization forms prior to invoicing?			
f. what is provider's plan to remain in compliance with contract requirements for timely invoicing to HCJFS?			
g. what is provider's plan for monitoring contract utilization?			

**Additional comments/notes for Section B:**

**Section C. Quality Assurance - If unavailable prior to contract signing, items in this section must be obtained and/or reviewed within the first 6 months of the contract.**

Item	Comment	Date Rec'd.	Date Complete
1. <b>Training plan for program area staff.</b> a. proof provider staff are aware of contract requirements.			
2. Written program policies			
3. <b>Policy &amp; procedure manual for staff</b> a. provider's overall operation policy;			
b. personnel policies;			
c. policy for using volunteers;			
d. affirmative action;			
e. cultural diversity training;			
f. police check policy.			
4. Received copy of provider's brochures or literature regarding their programs. How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations?			
5. <b>Received copy of providers's QA/QI plan or activities. At a minimum, the following should be included:</b> a. consumer program satisfaction results (define method(s) to be used);			
b. HCJFS & provider staff satisfaction feedback mechanisms (defined in plan);			
c. unduplicated monthly & YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, and contact dates and units;			

d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis;			
e. written information regarding service programs operated by provider & how the information is disseminated to consumers;			
f. provider's publicized complaint & grievance system to include written policies & procedures for handling consumer and family grievances and individual and program related grievance summaries;			
g. detailed safety plan;			
h. detailed written procedure for maintaining the security and confidentiality of client records.			

**Additional comments/notes for Section C:**

**(G:sharesv\contract>manual\certific Rev. 10-02)**

# ATTACHMENT E

## Declaration of Property Tax Delinquency

**Declaration of Property Tax Delinquency**  
(ORC 5719.042)

I, \_\_\_\_\_, hereby affirm that the Proposing Organization herein, \_\_\_\_\_, is \_\_\_\_ / is not \_\_\_\_ (**check one**) at the time of submitting this proposal charged with delinquent property taxes on the general tax list of personal property within the County of Hamilton. If the Proposing Organization is delinquent in the payment of property tax, the amount of such due and unpaid delinquent tax and any due and unpaid interest is \$\_\_\_\_\_.

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

**State of Ohio - County of \_\_\_\_\_ Notary**

Before me, a notary public in and for said County, personally appeared \_\_\_\_\_, authorized signatory for the Proposing Organization, who acknowledges that he/she has read the foregoing and that the information provided therein is true to the best of his/her knowledge and belief.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at \_\_\_\_\_, Ohio this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

# ATTACHMENT F

## Release of Personnel Records & Criminal Records Checks





222 East Central Parkway • Cincinnati, Ohio 45202-1225  
**General Information:** (513) 946-1000  
**General Information TDD:** (513) 946-1295  
**FAX:** (513) 946-2250  
[www.hcjfs.org](http://www.hcjfs.org)  
[www.hcadopt.org](http://www.hcadopt.org)  
[www.hcfoster.org](http://www.hcfoster.org)

Employer Name:			
Employee Name:			
Employee Address:			
Authorization Date:		Expiration Date:	

**RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORD CHECKS**

Whereas R.C. 2151.86 requires the Hamilton County Department of Job and Family Services (HCJFS) to obtain a criminal records check on each employee and volunteer of a HCJFS Provider who is responsible for a consumer’s care during service delivery, and

Whereas HCJFS, and HCJFS’ funding organizations, may be required to audit the records of Providers to ensure compliance with provisions relating to criminal record checks of Providers’ employees who are responsible for a consumer’s care during service delivery, and

NOW THEREFORE

I authorize HCJFS, and those entitled to audit its records, to review my personnel records, including, but not limited to, criminal records checks. This authorization is valid for this, and the three subsequent fiscal years of HCJFS.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**A. Criminal Record Check**

Provider shall comply with R.C. Sections 2151.86 and 5153.111. Generally these require that every employee or volunteer of Provider who has contact with a Consumer have an effective criminal record check. Notwithstanding the aforesaid, an employee or volunteer, without an effective criminal record check, may have contact with a Consumer if he/she is accompanied by an employee with an effective criminal record check. As used in this section an “effective criminal record check” is a criminal record check performed by the Ohio Bureau of Criminal Identification and Investigation, done in compliance with ORC 2151.86, which demonstrates that the employee or volunteer has not been convicted of any offense listed in R.C. Section 2151.86(C).

# ATTACHMENT G

## RFP Registration Form

## REGISTRATION FORM

**RFP: SC01-18R, Interpretation Services**  
**August, 2018**

All inquiries regarding this RFP are to be in writing and are to be mailed, e-mailed or faxed to:

**Sandra Carson**  
**Hamilton County Job and Family Services**  
**222 E. Central Parkway Contract Services, 3<sup>rd</sup> Floor**  
**Cincinnati, OH 45202**  
**Fax#: (513) 946-2384**  
**Email: [carsos01@jfs.hamilton-co.org](mailto:carsos01@jfs.hamilton-co.org)**

The Hamilton County Job and Family Services (HCJFS) will not entertain any oral questions regarding this RFP. *Other than to the above specified person, no bidder may contact any HCJFS employee, county official, project team member or evaluation team member.* Providers are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this RFP. **Inappropriate contact may result in rejection of the Providers Proposal, including attempts to influence the RFP process, evaluation process or the award process by Providers who have submitted bids or by others on their behalf.**

By faxing this completed page to the HCJFS Contract Services Department, you will be registering your company's interest in this RFP, attendance at the RFP Conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page. Due date for Registration Form is **August 28, 2018 no later than noon.**

<b>DATE:</b>	
<b>COMPANY NAME:</b>	
<b>ADDRESS (including zip code):</b>	
<b>REPRESENTATIVE'S NAME</b>	
<b>TELEPHONE NUMBER</b>	
<b>FACSIMILE NUMBER:</b>	
<b>EMAIL ADDRESS:</b>	
<b>NUMBER OF PEOPLE ATTENDING RFP CONFERENCE:</b>	
<b>SIGNATURE:</b>	

Registration helps insure that providers will receive any addenda to or correspondence regarding this RFP in a timely manner. HCJFS will not be responsible for the timeliness of delivery via the U.S. Mail.

**Please fax this completed page to HCJFS Contract Services at (513) 946-2384,  
or e-mail to [carsos01@jfs.hamilton-co.org](mailto:carsos01@jfs.hamilton-co.org)**

# ATTACHMENT H

## Languages Form

## ATTACHMENT H

The Vendor must have personnel or the ability to secure personnel who are minimally “Language Skilled to Qualified” interpreters. Languages include, but not limited to following:

AKAN	FLEMISH	LITHUANIAN	SLOVAK
ALBANIAN	FRENCH	MACEDONIAN	SLOVENIAN
AMHARIC	FUKIENESE	MALAYALAM	SOMALI
ARABIC	FULANI	MANDARIN	SONEIKE
ARMENIAN	GAELIC	MANDINGO	SPANISH
ASSYRIAN	GERMAN	MIEN	SWAHILI
BAMBARA	GREEK	MON	SWEDISH
BASQUE	GUJARATI	MONGOLIAN	TAGALOG
BOSNIAN	HAITIAN CREOLE	NAVAJO	TAIWANESE
BURMESE	HEBREW	NEPALI	TAMIL
BULGARIAN	HINDI	NORWEGIAN	THAI
CANTONESE	HMONG	OROMIFFA	TIGRINYA
CATALAN	HUNGARIAN	PASHTO	TAISHANESE
CHICHEWA	IGBO	POLISH	TONGAN
CREOLE	ICELANDIC	PORTUGESE	TURKISH
CROATIAN	ILOCANO	PORTUGESE CREOLE	TWI
CZECH	INDONESIAN	PUNJABI	UDO
DANISH	ITALIAN	PULAR	UKANIAN
DARI	JAPANESE	ROMANIAN	URDU
DUTCH	KHMER	RUSSIAN	VIETNAMESE
ESTONIAN	KOREAN	SANGO	WOLOF
EWE	KURUNDI	SAMOAN	YIDDISH
FANTA	KURDISH	SERBIAN	YORUBA
FARSI	LAO	SERBO CROATION	YUGOSLAVIAN
FIJIAN	LAOTIAN	SHANGHAI	ZULU
FINNISH	LATVIAN	SINHALESE	

**Identify any language listed above your company does not support.**

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# ATTACHMENT I

## Warranty Against An Unresolved Finding

**WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY**

(Formerly State of Ohio Debt)

**Suppliers Note:** This document must be notarized and included in your Proposals.

In accordance with Section 9.24 of the Ohio Revised Code, I hereby certify that the company I represent does not owe any money to the State of Ohio.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**TITLE**

**TO BE COMPLETED BY NOTARY PUBLIC**

On \_\_\_\_\_, there appeared before me  
**DATE**

\_\_\_\_\_, saying that he/she is  
**PRINT NAME**

\_\_\_\_\_ of,  
**PRINT TITLE**

\_\_\_\_\_  
**PRINT NAME OF COMPANY**

and that he/she understands all of the implications of the above statement and has signed in good faith.

\_\_\_\_\_  
**SIGNATURE OF NOTARY PUBLIC**