

REQUEST FOR PROPOSALS FOR FOR INTERPRETATION SERVICES

SC04-21R

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

JUNE, 2021

RFP Conference: June 25, 2021, 1:00 p.m. – 3:00 p.m. EST

Location: This conference is being held virtually – the call-in number is:

1 (614) 721-2972

Conference ID: 909 942 425#

Deadline for Proposal Registration: July 2, 2021 no later than noon EST

Due Date for Proposal Submission: On or Before July 23, 2021, no later than 11:00 a.m.

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REQUEST FOR PROPOSAL (RFP) 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 an initial term of three (3) years (“Initial Term”) with two (2), one (1) year renewal Options (“Optional Renewal Terms”) at the sole discretion of HCJFS.

If at any time during the Initial Term or any Optional Renewal Term, HCJFS determines service capacity needs to be expanded, then 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 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).

Vendor 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 Vendors for face-to-face and video services for 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 G 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 – Juneteenth - 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. Video interpretation services for translation of English documents or other languages and simultaneous and consecutive interpretative services as required during face to face interviews, hearings, visitation, and other related events.
3. 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.
4. 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.
5. Per hour cost for interpretation services, emergency during normal business hours and after hours and non-emergency during normal business hours and after hours.
6. Complete written and oral assessments/testing for HCJFS employees that would like to be considered as a bilingual interpreter for agency business.

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;

- A. An onsite interpreter to accommodate walk-in clients that need interpretation services between the hours of the hours of 7:30 a.m. and 4:30 p.m. The interpreter would be required to contact the vendor's designated interpretation line to accommodate all possible languages, when needed. See Attachment G for a non-exclusive list of possible language interpretation needs.
2. Consumer's home; and
3. Any other necessary location (for example; area hospitals and other agencies).

1.2.4 Personnel Functions and Knowledge

All interpreters and translators have a minimum of three (3) years of professional translation services experience, within the last five (5) years, providing a full range of services equivalent or similar to the services being requested.

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

1. Vendor shall be an individual with relevant academic qualifications and professional experience.
2. A foreign language with demonstrated proficiency in proper regional fluent usage, including knowledge of slang and culture.
3. Provide oral language interpretation in simultaneous and consecutive modes during complex proceedings, hearings, interviews, related events.
4. Provide sight translation of a foreign language or English documents during a face-to-face interviews, hearings, and other related events.
5. Learn job-related materials primarily through oral instructions and observation under the direction of HCJFS. This takes place in an on-the-job setting.
6. 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.

1.2.5 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.

Vendor must answer, in narrative format, demonstrating how you will meet the following expectations, or have unique experiences demonstrating capacity to perform service. 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 how your agency will provide video interpretation services for translation of English documents or other languages and simultaneous and consecutive interpretative services.
7. Describe your agency's ability to provide services at various locations during and after normal business hours, Monday – Friday, weekends and holidays.
8. Describe how your agency will ensure your assigned staff are able to meet the qualifications outlined in Section 1.2.4.
9. Describe how your agency will ensure your assigned staff will have the knowledge, skills and abilities outlined in Section 1.2.5.
10. Describe how your agency will ensure employees, independent/contracted interpreters and freelancers will adhere to requirements outlined in Section 1.2.5.
11. Identify any language listed on Attachment G your company does not support.
Attachment G must be included with your proposal.
12. List the total number of interpreters you have on staff for each language for which you are bidding (refer to Attachment G).
13. List the total number of interpreters you have contracted/freelance for each language for which you are bidding.
14. 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.
15. Provide your minimum threshold for face-to-face interpreting services.

16. 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?
17. 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?
18. Provide examples of invoices that meet the requirements outlined in Section 2.3.B
19. 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.
20. What is to be the Vendor's policy when an interpreter cannot provide services as assigned? What is to be the Vendor's remedy?
21. State any other relevant fact that might help to evaluate your proposal.
22. Please explain the need for interpreter cultural competence.
23. Please explain how you will attest for interpreter's language proficiency, skills, lack of knowledge or legalese, qualifications, training, and experience.
24. 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. Provide copies of any relevant licenses and certifications.
4. Identify if your organization is a Small Business Enterprise, Minority Business Enterprise or a Women Business Enterprise, and provide certification of such designations. If your organization is not certified as SBE, MBE or WBE, and your organization is Women or Minority owned, please share this information, as HCJFS is tracking our equity and inclusion efforts with businesses who deliver our services to families and individuals we serve.
5. Describe training, supervision, and support provided to staff.

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 to work with HCJFS's customers shall have information on job applications verified. Verification shall include references and work history information.
3. Criminal Record Check: Vendor warrants and represents it will comply with ORC 2151.86 and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport customers. Vendor will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or your local Police and Sheriff's Departments) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services.
4. Vendor will not transport Customers.
 - A. All completed and documented checks shall be maintained in the employee file.

B. Rehabilitation

Notwithstanding the above, Provider may make a request to HCJFS to utilize an individual if Vendor believes the individual has met the rehabilitative standards of Ohio Administrative Code Section 5101 as follows:

1. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Vendor must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
2. If the Vendor is seeking rehabilitation for any other individual serving Customers, Provider must provide written verification from the individual that the rehabilitative conditions of OAC 5101:2-5-09 have been met.

Agency will review the facts presented and may allow the individual to work with, volunteer with or transport HCJFS Customers on a case-by-case basis. It is Agency' sole discretion whether to permit a rehabilitated individual to work with, volunteer with or transport our Customers.

2.0 VENDOR PROPOSAL

Due to the current coronavirus crisis, HCJFS will accept proposals via e-mail for this RFP. Please note the maximum file size for proposals being submitted is 24MB. Proposals should be sent to the RFP Contact Person at: Hamil_ContractServicesProcurement@jfs.ohio.gov

A. Electronic Requirements

- All proposal pages must be numbered sequentially from beginning to end, including attachments.
- Each proposal should not exceed a total of 300 pages.
- Proposal in a pdf format and the pages must be numbered from 1 - ???.
- Each proposal must be written in twelve (12) point font.
- Budget in unlocked Excel format.

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 1.2.2 - Service Components and Business Deliverables
- Section 2.3 –Cost Considerations
- Section 2.4 – Customer References
- Section 2.5 – Personnel Qualifications
- Section 2.6 – Financial Documentation
- Section 2.7 – Declaration of Property Tax Delinquency
- Section 2.8 – Original Proposal Documents

2.1 Cover Sheet

Each Vendor 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 Vendor and 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 may be rejected.

The Cover Sheet must also include the proposed Unit Rate(s) for each service Vendor is proposing for Contract Years 1, 2, 3 and 4. Vendor is to make sure to include the request for all rates for the original Contract period (year 1), and the 3 subsequent renewal period options (years 2, 3 and 3).

2.2 Reserved

2.3 Cost Considerations

- A. HCJFS anticipates services will begin approximately January 1, 2022. Vendor must submit a Cost Sheet for the Contract term that Vendor understands will be used to compensate Vendor for services provided. Cost Sheet must be submitted in the form provided as Attachment C. Contract(s) will be written for the initial term of three (3) years with two (1) one-year options for renewal.

For renewal years, any increases in Case Rates will be at the sole discretion of HCJFS, subject to funding availability and Contract performance, and will be limited to no more than 3% of the Case Rate of the prior term. HCJFS does not guarantee that the Case Rate will be increased from one Contract term to the next. Nothing in the RFP shall be construed to be a guarantee of any Case Rate increase.

B. Invoices

Vendor shall submit monthly invoice statements outlining services that were provided during the month. Each invoice shall have a detailed job description: Interpretation service provided, service type, who requested the service, location of the service, consumer, and reason for the appointment. The invoice shall indicate the type of services provided, for example, Children Svcs, Child Care, Income Maintenance, etc.

Vendor shall provide the following information on each invoice:

Vendor shall attach the following documentation with each invoice:

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

The following items are not acceptable on invoices:

1. White out is not allowed anywhere on an invoice;
2. Stamped signatures – all signatures must be original; and
3. Faxed or copied invoices.

C. Vendor must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to, but not limited by, the following:

1. Case management;
2. Transportation; and
3. Other direct services needed to accurately calculate the case rate, e.g. foster care, respite care, homemaker services.

All revenue sources available to Vendor to serve children in Family Preservation Continuum services identified in the Scope of Service shall be listed in the Budget, and utilized, where permissible, to reduce the Case Rate.

All costs must be specified for the various parts of the program. Cost must be broken down by type of work as well as classifications for staff, i.e. senior program manager vs. lower level position.

The Case Rate for each Contract year must be listed on the Cover Sheet, Attachment A.

- D. Vendor must submit a detailed narrative which demonstrates how costs are related to the service(s) presented in the proposal.
- E. If Vendor is a for profit organization, take note that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Vendor is a for-profit organization.
- F. 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

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

2.5 Personnel Qualifications

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

Vendor's program manager must have a minimum of three (3) 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 so we can tie the position back to the budget.

2.6 Financial Documentation

Prior to Contract award, a copy of the most recent independent annual audit report, most recent single audit, if applicable and the most recent Form 990. For a sole proprietor or for-profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year- end balance sheet and income statement.

If no audited statements are available, Vendor must supply equivalent financial statements certified by Vendor to fairly and accurately reflect the Vendor's financial status.

Vendor's failure to provide these documents may result in rejection of the proposal and subsequently a Contract will not be awarded. **It is the responsibility of the Vendor to redact tax identification numbers from all documents prior to submission to HCJFS.**

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

The following items are to be attached to the proposal:

Ownership, Annual Report, and Licensure

- A. 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.
- B. Annual Report - A copy of Vendor's most recent annual report.
- C. Licensure - A copy of appropriate licensure from ODJFS, ODMHAS or other licensing agencies. If Vendor does not have a finalized license by the end of the proposal selection process, Vendor will be granted 60 days from the date of acceptance of the proposal to finalize its license or Vendor's proposal will be disqualified.

System and Fiscal Administration Components

- A. Contact Information - Provide the address for the Vendor's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. 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.
- D. 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.

- E. 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.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate. Please see the Sample Contract for current insurance requirements.

Vendor 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, Vendor 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 Vendor's activities, those activities of any and all subcontractors or those activities anyone directly or indirectly employed by Vendor or subcontractor or by anyone for whose acts any of them may be liable.

Certificates of Insurance

Prior to the effective date of the Contract, Vendor shall give the County and HCJFS the certificate(s) of insurance completed by Vendor'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 Vendor 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.

- G. Job Descriptions - For all key clinical and business personnel who will be working with the program, to include: CFO, Clinical Director, Administrators, Case Managers and Case Management Supervisors. (Tailor these to meet the needs of services being purchased).
- H. 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.
- I. 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.
- J. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.
- K. 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	June 11, 2021
RFP Conference	June 25, 2021 1:00 p.m. – 3:00 p.m.
Deadline for Receiving Final RFP Questions	July 2, 2021, noon
Deadline for Issuing Final RFP Answers	July 9, 2021
Deadline for Registering for the RFP Process	July 2, 2021, noon
Deadline for Proposals Received by RFP Contact Person	July 23, 2021 no later than 11:00 a.m.
Oral Presentation/Site Visits – if needed	Week of July 26, 2021
Anticipated Proposal Review Completed	Week of July 26, 2021
Anticipated Start Date	January 1, 2022

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
Hamil_ContractServicesProcurement@jfs.ohio.gov

3.3 Registration for the RFP Process

EACH VENDOR MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS JULY 2, 2021 NO LATER THAN NOON.

All interested Vendors must complete Registration Form (see Attachment F) and 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 e-mail address is

Hamil_ContractServicesProcurement@jfs.ohio.gov

3.4 RFP Conference

The RFP conference will be held virtually on June 25, 2021, 1:00 p.m. – 3:00 p.m. EST. The phone number to watch the conference is 1 (614) 721-2972, Conference ID: 909 942 425#. If you register prior to the conference date, you will be sent the link to be able to watch the video conference on-line. You will not be permitted to speak, but you will be able to type questions that will be addressed at the end of the conference and via addenda.

All registered Vendors may also submit written questions regarding the RFP or the RFP Process. All communications being e-mailed are to be sent only to the RFP Contact Person at Hamil_ContractServicesProcurement@jfs.ohio.gov

- A. Prior to the RFP Conference, questions may be e-mailed regarding the RFP or proposal process to the RFP Contact Person. The questions and answers will be distributed by e-mail to Vendors 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 July 2, 2021, noon. The final responses will be faxed or e-mailed no later than July 9, 2021 by the close of business.

- D. Only Vendors who register for the RFP Process will receive electronic, unlocked budget, attachments and addenda.
- E. The answers issued in response to such Vendor 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 Vendors who participate in the process in good faith. Behavior by Vendors which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Vendor nor their representatives should communicate with individuals associated with the RFP process. If an interested Vendor or anyone associated with an interested Vendor attempts any unauthorized communication, Vendor'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 July 2, 2021, noon.

3.6 Vendor Disclosures

Vendor must disclose any pending or threatened court actions and claims brought by or against the Vendor, 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 Vendor 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.

Vendors 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 Vendors discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the RFP Contact Person no later than February 26, 2021, 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 Vendor fails to notify HCJFS prior to the July 2, 2021, noon of an error in the RFP known to the Vendor, or of an error which reasonably should have been known to the Vendor, the Vendor shall submit its proposal at the Vendor's own risk. If awarded the Contract, the Vendor 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 Vendors 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 Vendors 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 Vendor, HCJFS reserves the right to exercise one of the following alternatives:

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

HCJFS will notify Vendor at the earliest possible time of such decision. No penalty 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

Vendor must certify the proposal and pricing will remain in effect for 180 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 Vendor 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 Vendor's expense.

4.3 False or Misleading Statements

If, in the opinion of HCJFS, information included within Vendor'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 e-mailed to the RFP Contact Person, Sandra Carson at Hamil_ContractServicesProcurement@jfs.ohio.gov on or before July 23, 2021 no later than 11:00 a.m. ***Proposals received after this date and time will not be considered.*** A receipt will be issued for all proposals received.

It is absolutely essential that Vendors 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 Vendor from full compliance with its specifications if Vendor 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 Vendor 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 on or before July 23, 2021 no later than 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 e-mailed to the RFP Contact Person, Sandra Carson, at Hamil_ContractServicesProcurement@jfs.ohio.gov no later than 11:00 a.m. on or before July 23, 2021.

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 Service Components, Section 1.2.2;
- E. Completed Budgets, 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 Vendor’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 Vendor’s proposal.
Partially Meets Requirement	Vendor’s proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below an acceptable level.
Meets Requirement	Vendor’s proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation.
Exceeds Requirement	Vendor’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 Vendor's programs or clarify Vendor's proposal. Other sources of information may include but are not limited to the following:

- A. Written responses from Vendor to clarify questions posed by Review Committee. Such information requests by Review Committee and Vendor'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 Vendor's key program personnel. HCJFS reserves the right to video tape the presentations.
- C. Site visits will be conducted for all new Vendors and any existing Vendors 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 1.2.2 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 Project Budget 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 1.2.2 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 Project Budget 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 Vendor(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 Vendor to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Vendor.
- D. If HCJFS and selected Vendor 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 Vendor are unable to come to terms regarding the Contract, in a timely manner as determined by HCJFS, HCJFS will terminate the Contract discussions with Vendor.

In such event, HCJFS reserves the right to select another Vendor from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

- F. If a proposal is selected with a Vendor who has not yet received its licensure from the appropriate Board, the proposal will be disqualified unless the Vendor 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 Vendors who submitted Qualified Proposals, who wish to obtain clarifying information regarding their non-selection. If a Vendor 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 Vendor and emailed to the RFP Contact Person at the address listed in Section 3.2. Certified or registered mail must be emailed to the contact person listed in Section 3.2. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a Vendor'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 righthand 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 watermarked on Page 6.

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 Vendor of that fact. Vendor shall promptly notify HCJFS, in writing, that either a) HCJFS is permitted to release these documents, or b) Vendor intends to take immediate legal action to prevent its release to a third party. A failure of Vendor to respond within five (5) business days shall be deemed permission for HCJFS to release such documents.

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

4.10 Reserved

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: SC04-21R**

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.

Action Required	RFP Section	Included
Did you register for the RFP process by July 2, 2021?	3.3	
Will your Proposal be submitted by 11:00 a.m. on or before July 23, 2021?	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	
Did you include the completed Attachment C - Cost Sheet for the Initial Term?	2.3	
Is a response to each System and Fiscal Administration Component included?	2.8	

ATTACHMENT A-1

Program Component Checklist

RFP# SC04-21R - Interpretation Services RFP

Program Component Checklist

Please ensure all questions in Section 1.2.2 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
Service Components				
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				
Question 23				
Question 24				
Licensure, Administration and Training				
Question 1				
Question 2				
Question 3				
Question 4				
Question 5				

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 Name of Company or Agency, (hereinafter “Vendor”) doing business as enter only if different name, with an office at Name and Street address, Cincinnati, Ohio, 45202, whose telephone number is (513) xxx-xxxx, for the purchase of type of service.

1. TERM

This Contract will be effective from **January 1, 2022** through **December 31, 2024** (the “Initial Term”) inclusive, regardless of execution date, unless otherwise terminated or extended by formal amendment.

The total amount of the Contract shall not exceed \$ 00,000.00 over the Initial Term.

In addition to the terms set forth above, Contract may be renewed, at the County’s option for one (1) two (2) year terms at the prices set forth below. County will provide Vendor written notice of its intention to renew at least sixty (60) days prior to the expiration of the term then in effect.

Renewal	January 1, 2024 – December 31	\$0.00
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2. SCOPE OF SERVICE

A. 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) # SC00-21R and Exhibit II, Provider’s Proposal for the Request for Proposal (“Service(s)”).

B. EXHIBITS

The following exhibits are deemed to be a part of this Contract as if fully set forth herein:

1. Eibit I – Invitation to Bid/Request for Proposal;
2. Exhibit II – Vendor’s Bid/Proposal in response to exhibit I;
3. List out exhibits as identified

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) # SC00-21R
- B. Exhibit II – Provider’s SC00-21R
- C. Exhibit III – Cost Sheet

4. BILLING AND PAYMENT

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

- A. Family & Children’s Services;
- B. Child Support;
- C. Child Care; and
- D. All others.

Each original invoice shall be sent via encrypted e-mail and be sent each month to the M. Graves at Hamilton County Dept. of Job & Family Services 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. 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:

- a. Vendor’s name, address and telephone number;
- b. Vendor number;
- c. Unique invoice number;
- d. The number of Units of Service supplied by Vendor multiplied by the Unit Rate for such Service;
- e. Invoice date and service dates;
- f. Consumer’s name;
- g. PO # (Contract Services or Program area will provide this #) and Contract #;
- h. Invoice must be original;
- i. Must have total to be paid listed on the invoice; and
- j. Must have both the Vendor’s and JFS Program Person’s, original signature on the invoice.

The following items are not acceptable on invoices:

- a. White out is not allowed anywhere on an invoice;
- b. Stamped signatures – all signatures must be original; and
- c. Faxed or copied invoices.

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

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

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

5. AVAILABILITY AND RETENTION OF RECORDS

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

- A. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Vendor, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by the Vendor for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (“ODJFS”), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after

reimbursement for services are rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, the Vendor shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

- B. Vendor agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS.
- C. Vendor agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Vendor agrees that each financial transaction shall be fully supported by appropriate documentation. Vendor 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 Vendors at any time during the term of this Contract.

7. CONFLICT OF INTEREST

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

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

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

8. ASSIGNMENT AND USE OF FREELANCE CONTRACTORS

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

The parties also agree that the Vendor 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 contractors. 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, Vendor 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 & 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.

Vendor acknowledges and agrees that only staff from the Contract Services Section of HCJFS may initiate changes to the Contract 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 County upon notice, in writing, delivered upon Vendor Thirty (30) calendar days prior to the effective date of termination.

2. By Vendor:

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

B. Termination for Cause by HCJFS

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

If Vendor fails to cure the default in accordance with an approved plan, then County 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; County may immediately terminate this Contract upon delivery

of a written notice of termination to Vendor.

C. Effect of Termination

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

13. COMPLIANCE

Vendor certifies that Vendor and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal laws and regulations, applicable 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 Vendor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Vendor's employees.

14. NON-DISCRIMINATION IN EMPLOYMENT

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

During the performance of this Contract, Vendor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Vendor will take affirmative action to ensure that

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

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

15. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

- A. Provider agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.

Additionally, Title VI of the Civil Rights Act of 1964 requires recipients of federal funds to take reasonable steps to ensure their programs, services, and activities are meaningfully accessible by persons with limited English proficiency (LEP). To the extent Vendor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, Consumers shall not be required to pay for such assistance.

- B. Provide shall post the most recent version of the AD- 475A and/or AD-475B “And Justice for All” poster.

16. VENDOR SOLICITATION OF HCJFS EMPLOYEES

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

17. RELATIONSHIP

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

18. DISCLOSURE

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

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

21. CONFIDENTIALITY

The Vendor agrees to comply with all federal and state laws applicable to HCJFS and consumers of HCJFS concerning the confidentiality of HCJFS consumers. The Vendor understands that any access to the identities of any HCJFS consumers shall only be as necessary for the purpose of performing its obligations and responsibilities under this Contract. The Vendor agrees that the use or disclosure of information concerning HCJFS consumers for any purpose not directly related to the administration of this Contract is prohibited. Vendor will ensure all consumer documentation is protected and maintained in a secure and safe manner. Vendor further agrees to maintain the confidentiality of all Consumers and families served. No information on consumers served will be released for research or other publication without the express written consent of the HCJFS Director.

22. AUDIT RESPONSIBILITY

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

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

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

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

- B. Vendor shall cause to be conducted an annual independent audit report. Within fifteen (15) days of receipt, Vendor agrees to give HCJFS a copy of Vendor’s most recent annual report and most recent annual independent audit report.
- C. HCJFS reserves the right to evaluate programs of the Vendor and all subcontractors. Evaluation activities may include, but are not limited to reviewing records, observing programs, and interviewing program employees and Consumers. Such evaluations will be conducted at Vendor’s own time and expense.
- D. To the extent applicable, Vendor will cause a single or program-specific audit to be conducted in accordance with 2 CFR Part 200, Subpart F.. Vendor should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

23. WARRANTY

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

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

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

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

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

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

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

28. DRUG-FREE WORKPLACE

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

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

30. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

Vendor from using Contract information and results to market to specific consumers or prospects.

31. AMENDMENTS

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

32. INSURANCE

The Vendor 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 Vendor's products or services as described in this Contract; professional liability (errors and omissions) and umbrella / excess insurance. Further, Vendor agrees to procure and maintain for the duration of this Contract Workers' Compensation Insurance. The cost of all insurance shall be borne by the Vendor. 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 Vendor 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. Vendor 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. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- C. 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 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. Aggregates: apply where applicable in primary;
 - 6. Care, custody and control – follow form primary; and
 - 7. Drop down feature

The amounts of insurance required in this section for General Liability, and Umbrella/Excess Liability may be satisfied by Vendor 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, and Umbrella/Excess Liability when added together.

- D. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code
- E. The Vendor further agrees with the following provisions:
 - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and its officials, employees, agents and volunteers and the Hamilton County Department of Job & Family Services, and its officials, employees, agents, and volunteers. The additional insured endorsement shall be on an ACORD or ISO form.
 - 2. The insurance endorsement forms and the certificate of insurance forms will be emailed to the Hamilton County Risk Manager at COI@hamilton-co.org and to Agency at HAMIL_ContractServicesCommunication@jfs.Ohio.gov. The forms must state the following: "Board of County Commissioners Hamilton County, Ohio and its officials, employees, agents, and volunteers and the Hamilton County Department of Job & Family Services, and its officials, employees, agents, and volunteers are endorsed as additional insured as

required by Agreement on the commercial general, business auto and umbrella/excess liability policies.”

3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Hamilton County Risk Manager at COI@hamilton-co.org and to Agency at HAMIL_ContractServicesCommunication@jfs.Ohio.gov.
4. Vendor 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 HCFJS and County before the Contract commences.
5. 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.
6. Failure of County or HCJFS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of County or HCJFS to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor’s obligation to maintain such insurance.
7. Vendor shall declare any self-insured retention to HCJFS and County pertaining to liability insurance. The Vendor shall provide a financial guarantee satisfactory to County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
8. If the Vendor provides insurance coverage under a “claims-made” basis, the Vendor 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 Vendor was under Contract with the County and HCJFS.

The Vendor will require all insurance policies (excluding Professional Liability) in any way related to the work and secured and maintained by the Vendor to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. The Vendor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

9. The Vendor, 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.
10. The Vendor'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 Vendor's insurance and shall not contribute to it.
11. If any or all of the work or services contemplated by this Contract is subcontracted, the Vendor will ensure that any and all freelance contractors comply with all insurance requirements contained therein.

33. INDEMNIFICATION & HOLD HARMLESS

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

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

34. LOBBYING

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

35. PROPERTY OF HAMILTON COUNTY

Any Deliverable provided or produced by Vendor under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of County and HCJFS which have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Vendor will not obtain copyright, patent, or other proprietary protection for the Deliverables. Vendor will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for County, HCJFS and Vendor to use such copyrighted matter in the manner provided herein. Vendor agrees that all Deliverables will be made freely available to the general public unless County and HCJFS determine 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. County and HCJFS is and shall be deemed the sole authors of the Deliverable(s) and sole owners 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 County and HCJFS, then Vendor agrees to and by executing this Contract hereby does assign to County and HCJFS all worldwide rights, title, and interest in and to the Deliverables. County and HCJFS acknowledge that their sole ownership of the Deliverable(s) under this Contract does not affect Vendor's right to use general concepts, algorithms, programming techniques, or methodologies that have been developed by Vendor prior to or as a result of this Contract or that are generally known and available.

36. TRANSITION PLAN

The Transition Plan to be used in the event of termination or expiration of this Contract is attached to and incorporated into this Contract as Exhibit n. The goals of the Transition Plan are to: a) ensure continuity of services; and b) not disrupt 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. To ensure continuity of services, the Transition Plan, at a minimum, includes the following schedule:

- A. Records will be provided to HCJFS thirty (30) days prior to the termination date of the Contract;
- B. A monthly Service report will be provided to HCJFS or designee until the termination date of the Contract; and
- C. "Data dump" to HCJFS of all data from Vendor's electronic systems will occur within thirty (30) days after the termination date of the Contract.

HCJFS reserves the right to waive any of the above Transition Plan requirements and dates at its sole discretion.

37. DEBARMENT AND SUSPENSION

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

38. FAITH BASED ORGANIZATIONS

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

No funds provided under this Contract will be used to promote the religious character and activities of the Vendor. If any Consumers objects to the religious character of the organization, Vendor will immediately notify HCJFS.

39. CHILD SUPPORT

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

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

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

42. ENERGY POLICY AND CONSERVATION ACT

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

44. SCREENING AND SELECTION

All contractors who will perform work within a County facility or on a project managed by the County, unless supervised / escorted by a County or HCJFS employee, will require criminal background checks at the Contractors' cost.

Hamilton County Risk Management Policy 4.1 defines the requirements and procedures for criminal history Background Checks to be completed for all vendors and volunteers who come onsite to a County building. Contractor includes but is not limited to, consultants, construction contractors, service vendors, and in-house contract services including housekeeping, cleaning contractors, security contractors, contractors' subcontractors. All contractor staff and volunteers must complete and pass the required background check based on Hamilton County Risk Management Policy 4.1, attached hereto and incorporated herein by reference as Exhibit A, prior to performing work within a County facility.

45. 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.

46. CONTACT INFORMATION

A. HCJFS Contacts

Vendor should contact the following HCJFS staff with questions:

Name & Email	Phone #	Department	Responsibility
	946-	Contract Services	contract changes, contract language
	946-	Fiscal	billing & payment
	(513) 946-1798	Communications Director	Media inquiries, media and communications questions

B. Vendor Contacts

HCJFS should contact the following Vendor staff with any questions:

Name & Email	Phone #	Department	Responsibility

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

SIGNATURES

Hamilton County Department of
Job & Family Servi

(Complete Vendor Name)

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____
(Print)

Title _____
(Print)

Date: _____

Date: _____

Recommended By:

Date: _____

Tim McCartney, Interim Director
Hamilton County Department of Job & Family Services
Hamilton County, Ohio

Approved as to form:

By: _____
Assistant Prosecuting Attorney
Hamilton County, Ohio

Prepared By: _____
Checked by: _____
Approved by: _____

ATTACHMENT C

Face-to-Face Interpretation Cost Sheet

FACE TO FACE INTERPERTATION SEVICES

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
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 INTERPERTATION SEVICES

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
MALAYALAM				
MAM (GUATEMALA & MEXICO)				
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

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 Hamilton 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 E

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
www.hcadopt.org
www.hcfoster.org

Employer Name:	
Employee Name:	
Employee Address:	

RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORDS AND FINGERPRINT-BASED CHECKS

Ohio Revised Code Sections 2151.86 and 5153.111 require criminal records and fingerprint-based checks with respect to any person who is responsible for a child's care in out-of-home care. Hamilton County Department of Job and Family Services requires certain of those checks to be performed on an annual basis thereafter.

HCJFS, and its funding organizations, may be required to audit the records of Providers to ensure compliance with provisions relating to criminal record and fingerprint-based checks.

I authorize HCJFS, and those entitled to audit its records, to review my personnel records, including, but not limited to, criminal records and fingerprint-based checks. This authorization is valid from the Authorization Date until one year after the termination of the contract between HCJFS and Provider that requires such criminal records and/or fingerprint-based checks.

Signature: _____

Authorization Date: _____

ATTACHMENT F

RFP Registration Form

REGISTRATION FORM

RFP: SC04-21R, Interpretation Services
June, 2021

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

Sandra Carson
Hamilton County Job and Family Services
222 E. Central Parkway Contract Services, 3rd Floor
Cincinnati, OH 45202
Email: Hamil_ContractServicesProcurement@ifs.ohio.gov

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 e-mailing 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 **July 2, 2021 no later than noon.**

DATE:	
COMPANY NAME:	
ADDRESS (including city, state, zip code):	
REPRESENTATIVE'S NAME	
TELEPHONE NUMBER	
FACSIMILE NUMBER:	
EMAIL ADDRESS:	
NUMBER OF PEOPLE ATTENDING RFP CONFERENCE:	
SIGNATURE:	

Registration helps ensure 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 e-mail this completed page to RFP Contact Person at
Hamil_ContractServicesProcurement@ifs.ohio.gov

ATTACHMENT G

Languages Form

ATTACHMENT G

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.

ATTACHMENT H

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

ATTACHMENT I

Services Provided (Links)

Attachment I

Hamilton County Job & Family Services is responsible for addressing the needs of our target populations.

Below are links that will provide insight to the people we serve.

<https://www.hcjfs.org/services/child-protection/>

<https://www.hcjfs.org/services/elder-protection/>

<https://www.hcjfs.org/services/workforce-development/>

<https://www.hcjfs.org/services/cash-assistance/>

<https://www.hcjfs.org/services/medical-assistance/>

<https://www.hcjfs.org/services/food-assistance/>

<https://www.hcjfs.org/services/child-support/>