



**Department of
Job & Family
Services**

[Hamilton County]

CIVIL RIGHTS PLAN, ADA PLAN AND LEP PLAN

**Job and Family Services (JFS)
Public Children's Service Agency (PCSA)
Child Support Enforcement Agency (CSEA)
Ohio Means Jobs (OMJ) Center**

2024 - 2026

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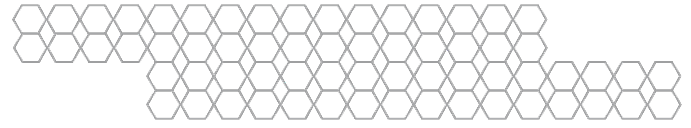


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I. Introduction and Purpose

The Ohio Department of Job and Family Services (ODJFS) develops and supervises the state's public assistance, workforce development, unemployment compensation, child and adult protective services, adoption, childcare, and child support programs.

The Bureau of Civil Rights (BCR) aka the Bureau of Engagement, Advocacy and Development (BEAD) within ODJFS is charged with the duty to ensure that each County Agency (Job and Family Services (JFS), Public Children's Service Agency (PCSA), Child Support Enforcement Agency (CSEA)), Ohio Means Jobs (OMJ) Centers, contractors, grantees, and subrecipients receiving federal funds are in compliance with all relevant federal, state and agency requirements involving applicants/recipients of program information, benefits and services that protect against discrimination based on a protected class: race, color, national origin, disability, age, sex (including pregnancy, gender identity and sexual orientation), religion, political affiliation, or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a WIOA program or activity. **(Protected classes may vary depending on the program)**

In addition to federal law, Ohio Administrative Code (OAC) Rule 5101:9-2-01 requires each county agency/OMJ to develop a civil rights plan, limited English proficiency (LEP) plan and Americans with Disabilities Act (ADA) plan to ensure that county agencies and county contractors comply with this rule and all applicable federal and state civil rights laws, rules, and regulations.

The purpose of these plans is to provide assurances and demonstrate that customers of the County Agency/OMJ Center are receiving equal access to program services and information and that those programs are operated and provided in a nondiscriminatory manner.

The civil rights plan and the ADA plan are not under a review schedule. If there is a significant change in civil rights or ADA law, a change in the county agency such as a new civil rights coordinator, new county agency director, adding another agency, or any other changes that will impact the civil rights plan or ADA plan, then the county agency/OMJ will revise the plan.

The LEP plan has a review schedule of every two (2) years to refresh the assurances contained in the plan and address any changes in methods and/or any changes in the LEP population. If there are any significant assurance changes it is appropriate to update ODJFS BCR/BEAD with solely those changes at Civil_Rights@jfs.ohio.gov.

Copies of all revised plans (Civil Rights, ADA and LEP) are to be provided to ODJFS BCR/BEAD.

II. Authorities

These plans and all programs, services, benefits administered, supervised, authorized and/or participated in by the Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County, and its contracted providers shall be operated in accordance with the nondiscriminatory provisions of the following Federal, State and agency statutes, regulations, and policies:

Statutes/Laws

- Title VI of the Civil Rights Act of 1964, as amended;
- Age Discrimination Act of 1975;
- Amendments to the Americans with Disabilities Act (ADAAA) of 2008;
- Multiethnic Placement Act of 1994, as amended by the Interethnic Adoption Provisions of 1996;
- Omnibus Budget Reconciliation Act of 1981;
- Section 181 and 188 of the Workforce Innovation and Opportunity Act;
- Section 504 and 508 of the Rehabilitation Act of 1973, as amended;
- Section 1808 of the Small Business Job Protection Act (adoption);
- Title IX of the Education Amendments Act of 1972;
- Workforce Innovation and Opportunity Act (WIOA) of 2014.

Federal Regulations/Guidance

- 7 CFR Part 272.4: Program Administration and Personnel Requirements, (USDA)
- 7 CFR Part 272.6: Nondiscrimination Compliance, (USDA)
- 20 CFR Part 667.600: Grievance Procedures, Complaints, and State Appeals Processes, (DOL)
- 29 CFR Part 31: Nondiscrimination in Federally Assisted Programs, (DOL)
- 29 CFR Part 32: Nondiscrimination on the basis of handicap in Programs or Activities receiving Federal Financial Assistance, (Sec. 504, Rehabilitation Act of 1973)
- 29 CFR Part 33: Nondiscrimination on the basis of Handicap in Programs or Activities, (DOL)
- 29 CFR Part 35: Nondiscrimination on the basis of Age in programs or activities, (DOL)
- 29 CFR Part 38: Implementation of Nondiscrimination and Equal Opportunity Provisions, (WIOA)
- 67 FR 41455: Prohibition Against National Origin Discrimination, (DOJ)
- Department of Justice: Title VI Legal Manual, (1/11/01)
- Department of Labor: Training and Employment Guidance Letter No. 05-23, (11/3/23)
- Department of Labor: Unemployment Insurance Program Letter (UIPL): 02-16 (Change-1), (5/11/20)
- Department of Agriculture: Food and Nutrition Service Document # CRD 01-2022, (5/5/2022)
- Department of Agriculture: FNS Instruction 113-1: Civil Rights Compliance and Enforcement

Executive Order

- 13160: Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs
- 13166: Improving Access to Services for Persons with Limited English Proficiency

State Guidance

- Ohio Administrative Code (OAC):
 - 5101: 2-33-03 Multi-Ethnic Placement Act (MEPA) Complaint Procedure
 - 5101:4-1-15 Food Assistance: Nondiscrimination.
 - 5101:9-2-01 Civil Rights Plan
 - 5101:9-2-02 Americans with Disabilities Act Plan
 - 5101:9-2-03 WIOA Programmatic Complaints
 - 5101:9-2-05 WIOA Nondiscrimination Complaints

Agency Policy/Protocol

- ODJFS: Language Access Policy (1/8/23)

III. Definition of Terms

Applicant: a person who on behalf of himself or herself, his or her family, or another individual makes an application for a benefit provided by the CDJFS/OMJ.

BCR/BEAD: The Bureau of Civil Rights (BCR) aka the Bureau of Engagement, Advocacy and Development (BEAD) is the entity contained within the Ohio Department of Job and Family Services charged with the responsibility of overseeing compliance by County Agencies / OMJ Centers with relevant civil rights laws.

County Agency: County Departments of Job and Family Services, County Child Support Enforcement Agencies, Public Children Services Agencies, WIOA funded OMJ (Ohio Means Job) Centers, Agencies standing alone or any combined agencies with a single administrative structure.

Disability:

- i. A physical, mental impairment resulting from anatomical, physiological, genetic, or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques; or
- ii. A record of such an impairment; or
- iii. A condition regarded by others as such an impairment, provided, however, that in all provisions of this policy dealing with employment, the term shall be limited to disabilities which, upon the provision of reasonable modifications, do not prevent the individual from performing in a reasonable manner the activities involved in the job or occupation sought or held.

Discrimination: Includes segregation and separation, also occurs when a policy or practice negatively impacts individuals with a disability, even though discrimination is not the intent or purpose of the policy or practice.

Effective Communication: In a human services, social services or job training/assistance setting; effective communication occurs when County Agency / OMJ Center staff have taken necessary steps to make sure that a person who is LEP is given adequate information in his/her language to understand the services, benefits or the requirements for services or benefits offered by the County Agency / OMJ Center. These necessary steps must allow an individual the opportunity to qualify for the benefits or services provided by that County Agency / OMJ Center without unnecessary delay due to the person's LEP. Effective communication also means that a person who is LEP is able to communicate the relevant circumstances of his/her situation to the County Agency / OMJ Center.

Employee: A person who is employed by the CDJFS/OMJ to work for the CDJFS/OMJ as a civil servant, pursuant to R.C. Chapter 124. This definition is not intended to apply to individuals who work for the CDJFS/OMJ as a part of any work or alternative assignment, as a means of maintaining eligibility for a federal or state benefit program.

Individual with a disability: An individual with a physical or mental impairment that substantially limits one or more major life activities.

- i. An individual who has a record of a physical or mental impairment that substantially limits one or more of the individual's major life activities.
- ii. An individual who is regarded as having a physical or mental impairment that substantially limits one or more major life activity, regardless of whether or not that individual actually has the impairment. If the individual does not have the physical or mental impairment, no reasonable modification is required to be provided.

- a. Physical impairments include physiological disorders or conditions; cosmetic disfigurement; or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs (which would include speech organs that are not respiratory such as vocal cords, soft palate, tongue, etc.); respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine.
- b. Mental impairments include mental or psychological disorders, such as intellectual disabilities, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

Interpretation: Interpretation means the oral or spoken transfer of a message from one language into another language.

Interpreter: A person who transfers in spoken form a message from one language into another.

Limited English Proficiency (LEP): A person with limited English proficiency or “LEP” does not speak English as their primary language and is not able to speak, read, write, or understand the English language well enough to allow him/her to interact effectively with a County Agency / OMJ Center.

Major Bodily Functions: Include, but are not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

Major Life Activities: Include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

Meaningful Access: Language assistance must result in accurate, timely, and effective communication at no cost to the LEP individual and is not significantly restricted, delayed, or inferior as compared to programs or activities provided to English proficient individuals. To benefits, programs and services is the standard of access required of the County Agencies / OMJ Centers since they receive federal funding through the state of Ohio. Meaningful access requires compliance by County Agencies / OMJ Centers with state and federal LEP requirements as set out in relevant state and federal laws. This assistance includes but is not limited to providing bilingual staff, interpreters, translated materials, and many other strategies to ensure meaningful access.

Ohio Department of Job and Family Services (ODJFS): Is responsible for developing and supervising the state’s public assistance, workforce development, unemployment compensation, child and adult protective services, adoption, childcare and child support programs. The agency seeks to improve the well-being of Ohio’s workforce and families by promoting economic self-sufficiency and ensuring the safety of Ohio’s most vulnerable citizens.

On-Site Interpreter: An in-person interpreter that is physically present with ODJFS personnel to facilitate conversation.

Over-the-Phone (OPI) Interpretation: Transforming a spoken or signed message from one language into another over the telephone.

Reasonable Modification: Actions taken which permit a program applicant or participant with a disability access to CDJFS/OMJ programs or to perform the essential activities involved in the job or occupation sought or held and include, but are not limited to, provision of an accessible worksite, acquisition or modification of equipment, support services for persons who are deaf, hard of hearing

or who have issues with vision, job restructuring and modified work schedules. A modification will not be considered reasonable if it imposes an undue hardship on the CDJFS/OMJ or fundamentally alters the program.

Service Animal: A dog that is individually trained to do work or perform tasks for a person with a disability. Emotional support animals (ESAs) refer to dogs and other pets that provide emotional support and comfort to their owners on a daily basis.

Participant: A person who participates in a program administered by the CDJFS/OMJ.

Promotional/Outreach Documents: County Agency / OMJ Center designed documents utilized by the County Agency / OMJ Center to provide information to the general public but targeting individuals who are eligible or may be eligible for county benefits/services or programs.

Translation: Translation means the written transfer of a message from one language into another language.

Translator: A person who transfers in written form a message from one language into another.

Vital Documents: Forms or documents designed and utilized by the County Agency / OMJ Center that are critical for accessing federally funded services or benefits or are required by law. Vital documents can include but are not limited to applications for county designed programs; consent forms designed by the County Agency / OMJ Center; letters designed by the County Agency / OMJ Center requesting eligibility documentation.

IV. Civil Rights Plan

A. Statement of Policy

No person(s) shall, in violation of state or federal law, on the grounds of race, color, national origin, disability, age, sex (including pregnancy, gender identity and sexual orientation), religion, political affiliation, or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a WIOA program or activity (**Protected classes may vary depending on the program**) be excluded from participation in be denied or delayed the benefits or services of, or be otherwise subjected to discrimination under any program, service, or benefit authorized or provided by Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County, or its contractors.

The Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County shall implement the Civil Rights Plan within their service area through the following methods:

B. Delegated Authority

The Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County shall appoint a Civil Rights Coordinator. The Civil Rights Coordinator shall be responsible for monitoring the implementation of the Civil Rights Plan for the agency, including, but not necessarily limited to:

1. Receiving and, if necessary, assisting with the writing of discrimination complaints which are filed by Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County participants, clients, and beneficiaries of Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County programs. Such complaints are then referred to the ODJFS, Bureau of Civil Rights for investigation and resolution.
2. Distributing civil rights pamphlets/brochures, posters and other information pertaining to civil rights laws to appropriate agency staff, beneficiaries and interested members of the public.

C. Delegated Authority *(For WIOA Funded Programs Only)*

The Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County shall appoint an Equal Opportunity (EO) Officer Coordinator. The EO Officer shall be in charge of the obligations detailed in the Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act.

1. Responsibilities can be found at [29 CFR Part 38 Subpart B - Equal Opportunity Officers](#).
2. At combined agencies (Job and Family Services and OMJ Centers), duties for the Civil Rights Coordinator and the Equal Opportunity Officer can be performed by the same designated authority.



Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County
Equal Opportunity Officer: Cori Besse
Phone: 513-946- 4710
Email: cori.besse@hamilton-co.org

V. ADA Compliance Plan (ADAAA & Section 504 of Plan)

A. Statement of Policy

This policy is to establish clear requirements and guidelines regarding how the Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County, County Department of Job and Family Services (CDJFS) or Ohio Means Jobs (OMJs) centers will deliver services to individuals with disabilities.

B. General requirements of the ADAAA/504

The general requirements of the ADAAA/504 require the CDJFS/OMJ to:

- Provide an equal and meaningful opportunity to all individuals with disabilities to participate in, and benefit from, the CDJFS/OMJ's programs.
- Not operate its programs in a way that has a discriminatory effect on individuals with disabilities.
- Make reasonable modifications, where necessary, to avoid discrimination.
- We will at the same time apply state and federal criteria for program eligibility and provide services and programs using finite staffing and fiscal resources. For some programs and services, demand may exceed, or fiscal resources may limit, our ability to provide or continue same, regardless of disability.

C. Effective Date

Effective immediately, all Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County staff will adhere to this policy.

D. Application

The ADAAA and 504 of the Rehabilitation Act and this policy apply to the operations of our CDJFS/OMJ as well as to federal and state programs we administer, although specific requirements may vary from program to program. The ADAAA and 504 of the Rehabilitation Act and this policy apply to many of our programs, including, but not limited to Ohio Works First (OWF) and the Supplemental Nutrition Assistance Program (SNAP). This policy will be provided to all our contractors and subcontractors who are also required to follow the ADAAA and 504. A copy of this plan will be provided to all of the current contractors or upon the formation of the contract.

E. ADAAA and Section 504 of the Rehabilitation Act

The ADAAA and Section 504 of the Rehabilitation Act apply to all individuals who have a physical or mental impairment which substantially limits a major life activity. This is a very broad definition that covers many individuals, including many who do not otherwise receive and/or do not qualify for disability benefits, such as Supplemental Security Income (SSI) or Social Security Disability (SSD) benefits.

Examples of physical impairments: Blindness, low vision, deafness, hearing limitations, arthritis, cerebral palsy, HIV, AIDS, traumatic brain injury, asthma, irritable bowel syndrome, quadriplegia, cancer, diabetes, multiple sclerosis, anatomical loss, alcoholism, and past illegal use of drugs. This list is meant to provide examples of physical impairments, but it is not intended to be a complete list of physical impairments subject to this policy.

Examples of mental impairments: Clinical depression, bi-polar disorder (manic depression), anxiety disorder, post-traumatic stress disorder, learning disabilities (e.g., dyslexia), attention deficit disorder,

intellectual disabilities. This list is meant to provide examples of mental impairments, but it is not intended to be a complete list of mental impairments subject to this policy.

Examples of major life activities: Engaging in manual tasks, walking, standing, lifting, bending, speaking, hearing, seeing, breathing, eating, sleeping, taking care of oneself, learning, reading, concentrating, thinking, and working. Major life activities also include major bodily functions such as bladder, bowel, digestive, immune system, cell growth, brain, neurological, circulatory, endocrine, and reproductive functions.

The ADAAA and Section 504 protect individuals inquiring, applying, or receiving benefits and services that are provided by our CDJFS/OMJ. For example, an individual with a disability who wants information about CDJFS/OMJ programs who has not yet applied for benefits has a right to access that information and a right to reasonable modifications that make it possible to do so. We will not discriminate against family members and others who accompany someone applying for benefits.

The individual must meet essential program eligibility requirements: Individuals who do not meet essential program eligibility requirements are not victims of discrimination when the CDJFS/OMJ excludes them from a program. "Essential program eligibility requirements" include, but are not limited to, residency, income, and citizenship.

Past history of a disability: The ADAAA and 504 also protect individuals from discrimination who previously had a disability.

Regarded as having a disability: The ADAAA and 504 protects individuals who are not actually disabled from discrimination that results from a perception by our staff that they are disabled. For example, the CDJFS/OMJ cannot treat someone unfavorably based upon a belief that a minor condition is much more limiting than it is.

F. ADAAA/504 Coordinator

The Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County is the ADAAA Coordinator for our CDJFS/OMJ. It is the ADAAA Coordinator's responsibility to oversee and monitor ADAAA/504 compliance, train and advise our staff on how to accommodate individuals, and to recommend policy and procedure changes to improve ADAAA compliance, and take the other actions specified in this policy. The ADAAA Coordinator has the authority to instruct staff to modify internal Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County CDJFS/OMJ rules and procedures to accommodate individuals with disabilities. The ADAAA Coordinator is also responsible for investigating and resolving ADAAA/504 grievances. However, it is the responsibility of all our staff to comply with the ADAAA and to provide reasonable modifications to individuals.

G. Physical Accessibility

The entrance and public areas of the building meet requirements for physical accessibility. If a building or part of a building where services are provided becomes physically inaccessible, we will ensure that an individual is provided meaningful access to services through other means (e.g., holding appointments with individuals in another office in the building or at a different location, conducting appointments over the phone, allowing an authorized representative to attend the appointment for the individual).

H. Reasonable Modifications

If there is an identified need, we will provide reasonable modifications without cost or reduction in benefits to individuals with disabilities. A reasonable modification is any reasonable change in the way we do something for an individual with a disability or which would allow the individual to participate in or enjoy equal access to programs we administer. All staff, not just supervisors and

administrators, have authority to make reasonable modifications as appropriate. Supervisory staff will ensure that all our employees understand their obligations to make reasonable modifications for disabled individuals and to assist staff in resolving complicated situations.

Possible modifications: We will consider the unique facts and circumstances presented by each individual with a disability so that the modification will truly result in full access to the program or service being offered. The following is a list of modifications; this list is not meant to reflect the only modifications we may provide:

- Help filling out an application for benefits and help gathering documents showing eligibility for benefits or for an accommodation of a disability.
- Modifications in appointments, including scheduling appointments at time of day that will prevent long waits; seeing individuals who cannot wait on a priority basis; scheduling appointments so they do not conflict with doctor's appointments, rehabilitation, or therapy; combining appointments to reduce travel; home visits for individuals who have difficulty traveling to the CDJFS/OMJ or attending appointments at the CDJFS/OMJ for disability-related reasons; allowing individuals to reschedule appointments when a disability prevents attendance.
- Giving an individual a reasonable amount of time to submit documents in addition to any regulatory or statutory timeframe.
- Allowing an individual to bring a friend, relative, neighbor, or advocate with them during appointments and during the application process.
- Sending copies of notices to a third party, such as a relative, friend, neighbor, or advocate.
- Reading notices and other program materials to the individual or providing more explanation of the program rules or forms.
- Providing notices, applications, and other program materials in different formats (e.g., Braille, or audiotape, etc.).
- Advising individuals with low vision that notices received via email or in the Ohio Benefits portal can be enlarged.
- Providing modifications to assist individuals in their workplace assignments. Some options may include providing auxiliary aids, services, or equipment to be used to assist the individual to participate in work activities, flexible schedules (including reducing the number of hours assigned when necessary), and longer periods of on-the-job training.
- Allowing individuals with disabilities to communicate and submit documents with a staff member via e-mail, fax, etc.
- Allowing a disabled individual access to the staff bathroom if the public bathroom will not permit wheelchair access.
- Granting a hardship extension of time-limited benefits to provide the individual with additional time to achieve self-sufficiency, when appropriate.

It may be necessary for our staff to modify local rules for individuals with disabilities if doing so would provide a needed reasonable modification. For example, rules requiring staff to see individuals in the order in which they arrive, rules requiring individuals to come to the CDJFS/OMJ for appointments, and rules requiring individuals applying for benefits to come to the CDJFS/OMJ on particular days of the week or times of day, may need to be modified for individuals with disabilities when necessary to provide an equal and meaningful opportunity to participate in programs we administer. Our staff cannot modify rules to the extent that the modification would fundamentally alter the nature of the service, program, or activity.

We will accommodate family members with a disability so that an individual has meaningful access to the program. For example, if a parent receives SSI and is applying for cash assistance for her child, the CDJFS/OMJ must accommodate the parent, so her child has an equal and meaningful opportunity to participate in the cash assistance program. The Job Accommodation Network, a free internet website, provides good information on accommodations of many different types, go to: <http://askjan.org/>

I. Reasonable Modifications in OWF, SNAP, WIOA, or CCMEP

We will ensure equal access to program applicants and participants with disabilities by delivering services that are: (a) appropriate in view of their particular physical or mental impairment; and (b) provide an equal opportunity to benefit from the CDJFS/OMJs' job placement, education, skills training, employment, food assistance employment and training programs, and other program activities.

In ensuring equal access to people with disabilities, we will use a comprehensive and effective screening tool for disability assessments. When an applicant discloses, has, or appears to have a disability, we will offer to conduct additional screening. We will, however, inform applicants and participants that their participation in screening and disclosure of a disability is voluntary. The screening tool will be administered by trained staff.

Sometimes people with disabilities may be unable to complete job placement, education, skills training, employment, food assistance employment and training programs, and other program activities without modifications to local policies, practices, and procedures. One size does not fit all in regard to modifications. We will assess the needs of the individual applicant or recipient to make reasonable modifications tailored to those needs. Modifications may be needed in the: (1) application process; (2) procedures related to notifying the applicant or recipient of their rights; and (3) policies and practices that aid the individual in sustaining program participation.

We will explain to applicants and recipients that they do not have to disclose a disability, but it will also be made clear that unless the disability is obvious, a modification cannot be granted unless we know what the disability is and how it limits the applicant or recipient's ability to perform work or engage in activities.

The determination of whether an individual has a disability under the ADAAA is not intended to take a lot of research or analysis by our staff member. The key role of our staff is determining whether a modification is necessary to provide meaningful access to the programs for which the individual is eligible.

We can require documentation if an individual has a disability and asks for modification. However, if a disability is obvious (e.g., blindness, quadriplegia), we will not require documentation of the disability.

If an individual seems to have a disability and may need a modification, but has no documentation supporting the disability, and does not have Medicaid coverage or other means to pay for doctor's visits, lab tests, etc., we will accommodate the individual until there are means to obtain disability documentation.

Individuals saying a disability limits their ability to engage in work activities, cannot be assigned to a work activity until after the results of the evaluation are available, unless it is an activity that is consistent with the individual's claimed limitations or unless it is an activity in which the individual agrees to participate. Information confirming a disability, whether by disclosure, screening, appraisal, or assessment, will be used in making appropriate assignments to allow for the pursuit of self-sufficiency.

- **Modifications**

Many modifications are needed on an on-going basis. If a modification is necessary, both the need for the modification and the actual modification made should be indicated prominently in the case records so other staff who interact with the individual are aware of it. In addition, we will take the steps needed to make sure that the modification is provided without request in the future (until the individual's condition changes or the modification is no longer needed), so the individual does not have to ask for it each time. For example, an individual who needs an interpreter in order to communicate with staff should not have to request the interpreter each time the individual has contact with staff.

An individual's self-sufficiency contract and/or employability plan will also include information about the need for modifications and the modifications provided.

Time frame for providing modifications: Many modifications (such as help with completing an application) must be provided on the same day they are requested. Other modifications should be provided in time to prevent a denial of equal and meaningful access to programs and services. For example, if a modification is required to permit an individual to perform an assignment, our staff should ensure that the work activity site is aware of the need for the modification prior to the first day of the assignment.

A request for a reasonable modification is the first step in an informal, interactive process between our staff and an individual. As part of the interactive process, the individual may suggest a particular modification and we may offer alternatives. If, after engaging in an interactive process, the individual refuses a reasonable modification and as a result, fails to perform or meet a program requirement, our staff can initiate an adverse action. Our staff will document all modifications offered and refusals of same.

J. Recording Information

When an individual has disclosed a disability and requests a modification, the staff member providing service will, with the individual's consent, document the disability and need for the modification prominently in the case record (alternatively, the modification, but not the diagnosis, can be listed on case file).

If an individual's request for modification is denied, the staff member making that decision must notify the ADA Coordinator, who will maintain record of the denials. The notice must contain a description of the individual's disability, the type of modification requested, and the reason the request was denied.

K. Disability-related information should be kept confidential.

Our staff will comply with all applicable state and federal confidentiality laws regarding disability-related information. HIPAA rules must be strictly adhered to whenever protected health information (PHI) is collected, maintained, or transmitted by the CDJFS/OMJ. At the same time, our staff must inform other relevant staff or contractors about an individual's need for a modification, so they can arrange for and/or provide modifications. Our staff will obtain written consent before sharing information about an individual's disability with contractors or other agencies.

L. Integrated Setting

If an applicant or participant meets eligibility requirements for a program, there is a right to participate in that program. Therefore, we will provide services to individuals with disabilities in the most integrated setting appropriate to their needs.

Modifications should be made to allow individuals with disabilities to fully participate in group activities with other participants. Separate trainings and educational programs are only appropriate if they are specifically designed to confer a particular benefit for disabled individuals. Individuals with disabilities cannot be given separate training and education programs just because they have disabilities.

M. Some disabled individuals need to use service animals.

We will not exclude individuals requiring guide dogs, hearing dogs or service dogs from our programs, or impose limits on access to programs and services. Animals whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADAAA. The service animal must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must control the animal at all times through voice, signal, or other effective controls. Individuals with disabilities cannot be required to provide certification proving the animal is a service animal.

If it is obvious that an individual has a disability and a service animal has been trained to perform a task for the individual, staff cannot ask about the person's disability or whether the dog is a service animal. If it is not obvious, staff can only ask (1) whether the animal is needed for a disability, and (2) what task or work the animal is trained to perform.

An individual with a disability will not be asked to remove his service animal from the premises unless (1) the dog is out of control and the handler does not take effective action to control it or (2) the dog is not housebroken. Allergies and/or fear of dogs are not valid reasons for denying access or refusing service to individuals using service animals. When there is a legitimate reason to ask that a service animal be removed, the staff member must offer the opportunity to obtain services without the animal's presence.

N. Effective Written Communication: Deaf or Hard of Hearing Individuals

We will ensure communication with individuals with disabilities is as effective as communications with others. This includes communications with applicants, participants, members of the public, and companions with disabilities. A "companion" is a family member, friend, or associate of an individual seeking or receiving services or information. We will provide, at no cost, a qualified sign language interpreter for deaf or hard of hearing individuals who need them to communicate effectively about their social services benefits. This includes, at minimum, discussions about eligibility for benefits, program rules, the individual's rights and responsibilities, development of self-sufficiency plans, individuals' disabilities, and their effect on the ability to comply with work requirements or other program requirements.

ADAAA regulations prohibit public entities from relying on an accompanying adult to interpret or facilitate communication, except:

- In an emergency involving an imminent threat to the safety or welfare of the individual or the public where there is no interpreter available, or
- Where the individual with a disability specifically requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance under the circumstances is appropriate.

A family member or friend may not be an appropriate person to interpret if he lacks sufficient fluency in ASL and/or English, or if the subject matter of the communication makes it inappropriate for the family member or friend to interpret. Minor children will be used to interpret only in emergency circumstances, where there is no interpreter available and immediate communication is needed to prevent physical harm to the disabled individual and/or public.

For re-certifications or other on-going appointments, our staff will make appropriate sign language arrangements through a sign language interpretation service prior to the appointment.

If the deaf or hard of hearing individual can read and write English sufficiently well, our staff are permitted to write notes to communicate with the person, but only for brief, simple interactions (such as making an appointment with the CDJFS/OMJ or submitting a document).

To arrange for an interpreter, employees should contact [Click here to enter text](#) or one of the other sign language interpretation services at the phone numbers listed above. To the extent possible, delays in providing interpreters cannot count against the individual. When an appointment is rescheduled for an individual with a disability because reasonable modifications cannot be made on the date the application is filed or the date an attempt is made to file an application, the delay will not affect the application filing date or any other dates relevant to processing of applications. We will address emergency/immediate needs such as impending homelessness, emergency food needs or utility shut offs of such applicants.

O. Effective Phone Communication: Deaf or Hard of Hearing Individuals

Some individuals with speech impairments or who are deaf or hard of hearing may use the following technology/procedures to make and receive phone calls.

TTY (teletext typewriter): If one party to the call doesn't have a TTY (e.g., the CDJFS/OMJ), the two parties communicate through a relay operator, who has a TTY and can read the TTY text to the party without the TTY and type responses.

To make a call to a TTY user: Dial [Click here to enter text](#) and give the relay operator the phone number you want to call. The relay operator will type your message into the TTY and transmit it to the TTY user. The TTY user can then reply to the operator, who will read the response to you.

To receive a call from a TTY user: Just answer the call and communicate through the relay operator. Video relay: The caller uses a video phone (a computer or TV monitor) and uses sign language to communicate. If one party to the call doesn't have video relay equipment, the two parties communicate through a video relay operator who uses American Sign Language to facilitate communication between the deaf or hard of hearing person.

To make a call to a video relay user: Dial the number given by the individual.

To receive a call from a video relay user: Pay attention to the number of the message. The number may be the individual's direct number, or it may be the number of a relay operator. If the individual uses voice or video relay, you may need to call a relay operator and give the operator the number.

Speech to speech relay: Specially trained relay operators serve as the voice of the individual with a speech disability that may be difficult to understand.

P. Effective Communication: Individuals with Vision Impairments

In appropriate cases, oral communication may be used to assist visually impaired individuals. However, simply reading documents to an individual, without more, may not always provide an effective opportunity to participate. Commonly used important documents (e.g., know-your-rights materials, materials describing CDJFS/OMJ programs, appointment notices, adverse action notices, hearing notices, etc.) should be converted into alternate forms of communication when necessary.

Examples of alternative formats include Braille, large print, computer disc in a format that can be accessed by an individual with a computer using assistive technology (such as a screen reader),

audiotape, or other formats. Staff should contact the ADA AAA Coordinator for assistance with assessing how best to meet individual needs for materials in alternative format.

Staff working with the customer must document in the case record any modification provided so that it may be available for future appointments and necessary auxiliary aides and services can be scheduled in advance of the appointment.

Q. Notice of ADA AAA/504 rights

In addition to mandatory notices provided to applicants, participants, employees, and members of the public with information about the ADA AAA and Section 504, we may make available printed materials such as pamphlets, fliers and posters that contain current basic information about the ADA AAA and Section 504. This material will be in the languages required in rule 5101:4-1-05 of the Administrative Code and will include the food assistance program nondiscrimination statement; the phone number of the ADA AAA coordinator; and information on filing ADA AAA complaints.

We will display a notice of ADA AAA rights alongside or near posters required by rule 5101:4-1-13 of the Administrative Code.

R. Staff training.

We will provide annual training on the ADA AAA and on this Plan in accordance with rule 5101: 9-2-01(I)(2)(b)(v) of the Administrative Code, to all staff that interact with the public, including clerical staff. This training will be done either electronically or in live training sessions. The ADA AAA Coordinator will ensure that staff receive this training. The training will include, at minimum, the following topics:

1. General information about Title II of the ADA AAA;
2. Detailed information about this Plan; and
3. Information about providing reasonable modifications in waiting room and reception area procedures.

VI. Limited English Proficiency Plan

A. Statement of Policy

It is the policy of Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County to provide meaningful access to all individuals applying for, participating in programs, or receiving services/benefits administered by, supervised by, authorized by and/or participated in by Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County, its contractors and/or vendors. Meaningful access involves Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County promoting effective communication to LEP individuals seeking or receiving services, benefits or participation in programs funded in whole or in part by federal funds. This plan specifically provides necessary assurances and identifies tools being used to effectuate this policy.

B. County LEP Population

Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County has determined that the language(s) other than English that is/are most likely to be encountered by employees of the Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County is/are:

- Spanish
- Nepali
- Russian
- French
- Uzbek

Note: Each County agency/OMJ should include at least Spanish as one of the languages or the only language}. The methodology used to make this determination is as follows:

Hamilton County Job & Family Services receives monthly data from contracted providers of common languages requested for interpretation services. Additionally, census data is reviewed to ensure that the common languages are provided to the clients. A combination of this information is used to determine the most likely encountered languages for Hamilton County LEP clients.

Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County will periodically monitor the LEP population of those served or those who could be served by Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County. If it is determined that other LEP language groups are seeking benefits/services or are potentially eligible to receive benefits/services within Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County, the Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County will adjust its methods and services to serve the new population accordingly. Any new LEP populations will be reflected in the next LEP plan.

As this LEP Plan contains regulations from different federal agencies that contain different LEP guidelines, to create uniformity among all counties, Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County will seek to follow the bilingual requirements established by USDA FNS as they are more stringent and will hopefully captures eligible and potentially eligible populations. (Requirements can be in found in the Translation of Documents section.)

Select One:

- The LEP language group(s) meeting this criterion is/are-identifiable.
- There are no LEP language groups meeting this criterion.

C. Interpretation Services

Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County, at no cost to the LEP individuals or families, provides interpreter services to all LEP individuals or families applying for, participating in programs or receiving services/benefits through the Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County by the means designated in section (Methods) of this plan. Interpretation services are provided in an efficient and timely manner so as not to delay a determination of eligibility for an individual or family, receipt of eligible services/benefits or participation in a county run program beyond that of an English-speaking individual or family. The Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County makes this policy known to the LEP through the following methods (e.g., posters in other languages, Babel cards, etc.).

Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County addresses phone calls and voice mail by LEP individuals in the following manner:

Hamilton County Job & Family Services has a main Call Center with a dedicated phone line to service LEP clients. There is a designated LEP unit that responds to client inquire

Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County addresses walk-ins who are LEP individuals in the following manner: LEP walk-in method(s) include access to a contracted translator during business hours at the Agency's main location.

Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County does not require, suggest, or encourage LEP individuals or families to use friends, family members or minor children as interpreters. If an LEP individual or family insists that a friend or family member serve as interpreter, Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County will inform the customer that the family may stay but will not be able to serve as the interpreter. Only on rare occasions when there is no other strategy, such as interpretations over the phone, the Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County will then, on a case by case basis, consider factors such as: competence of the family or friend used as the interpreter; the appropriateness of the use in light of the circumstances and ability to provide quality and accurate information, especially if the interview could result in a negative effect on the individual or family's eligibility for benefits/services; potential or actual conflicts of interest; and confidentiality of the information being interpreted to determine whether Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County should provide its own independent interpreter for itself. In no case does, Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County allow a minor child to act as interpreter for an LEP individual or family.

D. Translation of Documents

Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County should provide translated vital documents and interpretation services for county designed vital documents that provides service to an area containing approximately 100 single- language minority low-income households; and in each project area with a total of less than 100 low-income households if a majority of those households are of a single-language minority. (Single-language minority refers to households which speak the same non-English language, and which do not contain adult(s) fluent in English as a second language.)

For program informational activities (outreach) in the appropriate language the Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County has to have less than 2,000 low-income, if approximately 100 or more of those are single language minority; or in a County Agency / OMJ Center with 2,000 or more low-income household, if approximately 5% or more of these household are single language minorities.

For the purpose of the LEP Plan a low-income household refers to as a household at or below 125% of the poverty level.

For any LEP individuals applying or receiving services from Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County where vital documents are not available in the LEP individual's language, Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County provides a notice in the LEP individual's language that the LEP individual may bring any document into the Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County office and an interpreter (face to face or telephonic interpretation) will be provided free of charge to interpret the document for the LEP individual.

State Designed Vital Documents

The ODJFS Office/Program Area who owns the vital document will conclude if there is a statewide need to translate and respond accordingly. The decision to translate JFS Forms will be at the discretion of the ODJFS Office/Program Area. If it is determined that there is no statewide need, the ODJFS Office/Program Area can grant permission to translate locally.

Translation Engines and Auto Translation Tools

The use of translation engines and/or auto translation tools such as Google Translate, through the internet or language applications can be very useful however they should not be used to translate vital information nor used by any other persons outside of a native speaker or a certified bilingual staff as an assistance guide. A native speaker/certified bilingual staff is able to make the appropriate adjustment and/or corrections to the translation. A non-native speaker will have difficulty making the proper adjustment to the syntax's, meaning, and vocabulary. One example we found using one of the translation engines was: e.g., Spanish- dos burritos por favor; the English translation - two donkeys please, instead of two burritos please. The computer does not know that you are referring to food. The computer translates literally. Therefore, to avoid any misunderstandings we do not recommend the use of engine translations or auto translation tools.

E. Methods of Providing Services to LEP Population

(Check all that are applicable)

- Bi-lingual Employee(s) (if checked provide employee(s) names and language(s) with brief description of method of determining competence as interpreter(s)).

Children's Services

Olayinka (Ola) Aloa – Exempt-Yoruba (Nigerian)
Jacob Alonge-Exempt-Yoruba (spoken in Nigeria)
Dasyi Dcunha-Exempt-Hindi
Gaja Karyala – Exempt – Tamil & Telugu (Indian)
Talya Alsaïd-Habia-Exempt-Spanish

Economic Sustainability

Ursula Rivera – Exempt – Spanish
Gabriela Galan – BU-Spanish
Olu Abimbola- Exempt-Yoruba
Garbo Flores-Dantonia-BU-Spanish
Dalieidys Amador-BU-Spanish
Ram Gurung-BU-Nepali
Erin Meyer-BU- American Sign Language (ASL)

Information Systems

Zhongying Zhang (Ying) – Exempt- Mandarin Chinese
Nidal Bou Ajram –Exempt- Arabic

- Staff Interpreter(s) (if checked provide name(s) and language(s) with brief description of method of determining competence as interpreter(s)).

Staff interpreters are required to pass a written and oral assessment for their specialized language. The assessments are conducted by a contracted interpretation provider.

Children's Services

Dasyi Dcunha-Exempt-Hindi
Talya Alsaïd-Habia-Exempt-Spanish

Economic Sustainability

Ursula Rivera – Exempt – Spanish
Gabriela Galan – BU-Spanish
Garbo Flores-Dantonia-BU-Spanish
Dalieidys Amador-BU-Spanish
Ram Gurung-BU-Nepali
Erin Meyer-BU- American Sign Language (ASL)

- Interpreter Contract (if checked, provide name(s) of contractor(s), list service(s) provided, language(s) covered, and brief description of how vendor(s) was/were chosen. Also attach copy of agreement or contract to this plan)

Hamilton County Job & Family Services use a public procurement process to secure contractual interpretation services. Depending on the services needed, this can range from a request for quotes or for proposals.

Face-to-Face or Video Remote Interpreting (VRI)

- Affordable Language Services (ALS)
- Accuracy Now Language Services
- Catholic Charities Southwestern Ohio

Hearing Impaired / Sign Language Interpretation

- Hearing Speech & Deaf Center of Greater Cincinnati

Languages Covered

See Attachments C-F.

- Telephonic Interpreting Services (if checked provide name of vendor with brief description of how vendor was chosen. Attach copy of contract to this plan)

Hamilton County Job and Family Services use a public procurement process to secure contractual interpretation services. Depending on the services needed, this can range from a request for quotes or for proposals.

Telephonic Interpretation

- Propio Language Services
- Language Arts, LLC

Languages Covered

See Attachments G-H.

- Agreement with Educational Institution (if checked provide name of institution, name(s) of interpreters, brief description of method of determining competence of interpreter. Attach copy of agreement, MOU, or another written document to this plan. If nothing in writing, describe arrangement).

Enter text here



Translation contracts (if checked provide name(s) of contractor(s), list service(s) provided, language(s) covered and brief description of how vendor was chosen. Also attach copy of agreement or contract to this plan).

Hamilton County Job and Family Services use a public procurement process to secure contractual interpretation services. Depending on the services needed, this can range from a request for quotes or for proposals.

Document Translation Services

Idea Language Services, LLC

Languages Covered

See Attachment I.

- Other (if checked explain arrangement and attach any relevant documents explaining the arrangement to this plan).

Enter text here

F. Dissemination of Information to Click or tap here to Enter the County Agency/OMJ Center Personnel

Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County makes its personnel aware of its LEP policies, methods of providing services to LEP individuals and other information contained within this plan through the following: (explain in some detail, e.g., training by civil rights coordinator, on-line training, new employee orientation, personnel handbook, hand-outs, etc.).

List method(s) of information to personnel here:

- Directors Letters
- Agency News Updates
- Civil Rights Coordinator Training
- In-person Training
- Online Training

G. Optional

Any other information, explanation, or assurances connected to LEP issues provided at the option of the County Agency.

Enter text here

H. Attachments

- Attachment A - ADA Requested Modification Grievance Form
- Attachment B - HCJFS Consumer Services Office Client Complaint Form
- Attachment C - Affordable Language Services
- Attachment D - Accuracy Now Language Services
- Attachment E - Catholic Charities Southwestern Ohio
- Attachment F - Hearing Speech & Deaf Center of Greater Cincinnati
- Attachment G - Propio Language Services
- Attachment H - Language Arts, LLC
- Attachment I - Idea Language Services, LLC
- Attachment J - WIOA Summary of Complaint Rights Form

VII. Complaint Procedures

A. Grievance Procedures for Individuals with Disabilities

Individuals who believe that they were denied a reasonable modification may file a grievance with the CDJFS/OMJ.

Each CDJFS/OMJ has a grievance form that individuals can use to file a grievance regarding the requested modification. The CDJFS/OMJ also has the complaint form that can be used to file other claims of discrimination. Those documents are attached to this policy as Attachments A and B. No one is required to use the provided forms, and grievances can be made orally. Helping a disabled individual complete a grievance or complaint form may be a reasonable modification that CDJFS/OMJ staff must undertake.


If a grievance is submitted to CDJFS/OMJ staff, it must be forwarded to the ADA/504 Coordinator upon receipt. Staff shall explain to those whose requested modifications have been denied, as well as those individuals who believe they were treated unfairly because of a disability, about the right to file a grievance. Additionally, these individuals must be offered a grievance form and a copy of this plan.

Grievances must be filed within 10 business days of an alleged denial of a modification. All grievances received by the ADA/504 Coordinator must be investigated and resolved within 10 business days of receipt, unless good cause exists. Good cause may include circumstances that are beyond the CDJFS/OMJ's control. The ADA Coordinator shall submit copies of ADA/504 grievances and decisions on those grievances to ODJFS's Bureau of Civil Rights.

The ADA Coordinator should consider whether one or more grievances on a given issue indicates the need for changes or reviews of CDJFS/OMJ policies and/or practices, or reflect intervening changes in rules, regulations, or law and if so, take necessary and appropriate steps to address same, including implementing changes in policy or practices.

An individual's decision to file a grievance with the ADA Coordinator does not replace the individual's right to request a hearing in accordance with Division 5101:6 of the Administrative Code.

Complaints of ADA/504 violations should be referred to:

 Kelly Winston, ADA Coordinator
Hamilton County Job & Family Services
By mail at: 222 East Central Parkway
Cincinnati, OH 45202
By email at: kelly.winston@hamilton-co.org

Anyone who could file a grievance with the ADA Coordinator may also file a complaint with the Ohio Department of Job and Family Services, Bureau of Civil Rights, 30 East Broad Street, 30th Floor, Columbus, Ohio 43215.

Complaints that a reasonable modification has been denied or that the CDJFS/OMJ has discriminated against an individual on the basis of a disability may be made to the Ohio Department of Job and Family Services, Bureau of Civil Rights.

A complaint does not need to be made on a specific form, but it must contain all information necessary to allow an investigator to understand the reason for the complaint and provide enough contact information to permit someone from the Bureau to contact the individual making the complaint. The

Bureau of Civil Rights will investigate the complaint and issue a response within 90 days of receipt of the complaint.

An individual's decision to file a complaint with the Bureau of Civil Rights does not replace the individual's right to request a hearing in accordance with Division 5101:6 of the Administrative Code.

B. Civil Rights Procedures

Any person who believes that he/she, or any specific class of persons, has been subjected to unlawful discrimination on the basis of race, color, national origin, disability, age, sex (including pregnancy, gender identity and sexual orientation), religion, political affiliation, or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a WIOA program or activity (**Protected classes may vary depending on the program**) may file a complaint outlining the alleged discriminatory act(s).

The Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County shall have in effect a complaint procedure which incorporates the elements of due process. Written complaints are to be date stamped by the person who receives the complaint. Document receipts are to be provided to complainants who hand-deliver complaints. (It is not necessary for an individual to submit a complaint in writing about alleged sexual harassment before starting an investigation.)

1. Complaints must be filed with the The Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County within one- hundred and eighty (180) business days of the date the alleged discriminatory act or treatment occurred.
2. When complaints are received by the local area Civil Rights Coordinator, they shall be referred to the ODJFS, Bureau of Civil Rights within three (3) business days of the date of receipt. ODJFS BCR/BEAD shall conduct its inquiry and issue its Final Report of the complaint.
3. Any party dissatisfied with the ODJFS BCR/BEAD's Final Report will be advised of the right to file a complaint with the applicable federal agency.
4. No person who has filed a complaint, testified, assisted, or participated in any manner in an investigation of a complaint shall be intimidated, threatened, coerced, or retaliated against by the agency's staff or its contractors.



The Hamilton County Job & Family Services and OhioMeansJobs Cincinnati-Hamilton County
Civil Rights Coordinator(s): Kelly Winston
Phone: (513) 946-2430
Email: kelly.winston@hamilton-co.org
Website: www.hcjfs.org

C. Civil Rights Procedures (For MEPA Complaints Only)

Any individual may file a complaint alleging a discriminatory act, policy or practice involving Race, Color, National Origin (RCNO) in the foster care or adoption process of a PCSA, PCPA, PNA or the Ohio Department of Job and Family Services (ODJFS).

Any person, including but not limited to, an employee or former employee of a PCSA, PCPA, or PNA or a member of a family which has sought to become a foster caregiver or adoptive parent, may also file a complaint alleging that he or she was intimidated, threatened, coerced, discriminated against or otherwise retaliated against in some way by a PCSA, PCPA, PNA or by ODJFS, due to the individual making a complaint, testifying, assisting, or participating in any manner in an investigation, proceeding, or hearing in connection with an allegation that a PCSA, PCPA, PNA or

ODJFS engaged in discriminatory acts, policies, or practices as it applies in the foster care or adoption process.

The individual filing a complaint shall use the JFS 02333 "Discrimination Complaint." The complaint shall be filed within **two (2) years** from the date of the occurrence of the alleged discriminatory act; or two (2) years from the date upon which the complainant learned or should have known of a discriminatory act, policy, or practice. The complaint may be filed with:

1. Any PCSA, PCPA or PNA; or,
2. The ODJFS BCR/BEAD.

When any complaint alleging discrimination involving RCNO in the foster care or adoption process is received by:

1. A PCSA, PCPA or PNA, the agency shall forward the complaint to ODJFS BCR/BEAD within three (3) working days of date of receipt of the complaint.
2. ODJFS BCR/BEAD, the department shall notify the PCSA, PCPA, PNA that is the subject of the complaint within three (3) working days of the receipt of the complaint.

ODJFS BCR/BEAD shall conduct an investigation of the complaint. The PCSA, PCPA or PNA that is the subject of the complaint shall not initiate, conduct, or run concurrent investigations surrounding the complaint or take any further action regarding the complainant or the subject of the complaint until the issuance of the final investigation report by ODJFS BCR/BEAD, unless approved by ODJFS BCR/BEAD.

State Enforcement Agency

It is recommended that individuals contact the ODJFS, Bureau of Civil Rights before attempting to file their complaints directly with any of the federal agencies listed below as ODJFS BCR/BEAD can assist in determining the correct filing agency bases upon the program, service, or benefit.

- **Ohio Department of Job and Family Services, Bureau of Civil Rights**, 30 East Broad Street, 30th Floor, Columbus, Ohio 43215.
Phone: (614) 644-2703; Toll Free: 1-866-227-6353
Email: Civil_Rights@jfs.ohio.gov,
Website: [How to File a Complaint | Job and Family Services \(ohio.gov\)](https://www.ohio.gov/ohio/ohio-department-of-job-and-family-services/how-to-file-a-complaint)

Federal Enforcement Agencies

- **United States Department of Health and Human Services, Midwest Region**; Mail: Steven Mitchell, Regional Manager, Office for Civil Rights, U.S. Department of Health and Human Services, 233 N. Michigan Ave., Suite 240, Chicago, IL 60601.
Phone: Customer Response Center: (800) 368-1019, TDD: (800) 537-7697
Fax: (202) 619-3818
Email: OCRComplaint@hhs.gov or OCRMail@hhs.gov
Website: <https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>
- **United States Department of Agriculture, Food and Nutrition Service (Supplemental Nutrition Assistance Program)**; Mail: Food and Nutrition Service, USDA 1320 Braddock Place, Room 334, Alexandria, VA 22314.
Phone: (833) 620-1071
Fax: (833) 256-1665 or (202) 690-7442
Email: FNSCIVILRIGHTSCOMPLAINTS@usda.gov.

Website: [ad-3027.pdf \(usda.gov\)](#)

- **United States Department of Labor** (Unemployment and WIOA Programs); Mail: Director, Civil Rights Center, ATTENTION: Office of External Enforcement, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N-4123, Washington, D.C., 20210.

Phone: Toll Free: 1-866-487-2365

Email: CRCEXternalComplaints@dol.gov

Website: [How to File a Complaint with External Enforcement | U.S. Department of Labor \(dol.gov\)](#)

VIII. County Authority Signature

Michael Patta

Director

Date 6/28/2024

Date

Kelly Winston

Civil Rights Coordinator

Date 06/28/2024

Date

Kelly Winston

ADAAA Coordinator

Date 06/28/2024

Date

Cri R. Bero

Equal Opportunity Officer

Date 06/28/2024

Date

Frank Spataro Human Resources Director

(Person with authority/Title)

Date 06/28/2024

Date

**ADA REQUEST MODIFICATION
GRIEVANCE FORM:**

**GRIEVANCE APPEAL OF A REASONABLE ACCOMMODATION
DETERMINATION**

This grievance form is to be used by an HCJFS applicant who wishes to appeal the determination of the applicant's request for a reasonable accommodation.

ALL APPEALS MUST BE RECEIVED BY THE ADA-A Civil Rights Coordinator or other designated individual WITHIN TEN (10) DAYS OF THE DATE OF NOTIFICATION OF THE INITIAL DETERMINATION. The Coordinator then has TEN (10) DAYS FROM RECEIPT OF APPEAL (grievance form) by which to resolve the matter, unless good cause exists.

Please submit a copy of your appeal to the ADA-A Civil Rights Coordinator at kelly.winston@hamilton-co.org.

INSTRUCTIONS: The applicant should complete Section I of this form and forward it to the ADA-A Civil Rights Coordinator at the email address listed above.

SECTION I – TO BE COMPLETED BY EMPLOYEE / APPLICANT

Name:

Address:

Telephone Number:

Type of Accommodation Requested:

Date of Reasonable Accommodation Determination:

Statement of Appeal (clearly state all grounds for appeal; attach additional sheets as necessary):

I am attaching the following additional documentation (do not resubmit any documentation):

I affirm that I have reviewed this accommodation appeal and that it is true to the best of my knowledge, information and belief.

Signature of Employee / Applicant

Date

SECTION II – FOR DEPARTMENT USE

Date Appeal Received:

Date of Acknowledgement:

Disposition of Appeal:

Date of Notification of Disposition:

HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES
PURCHASE CONTRACT

This Contract is entered into on 1/24/2022 by and between the Board of County Commissioners, Hamilton County, Ohio (Hereinafter "County") on behalf of the Hamilton County Department of Job & Family Services (hereinafter "HCJFS") and Affordable Language Services, (hereinafter "Provider"), with an office at 4350 Glendale Milford Rd Cincinnati, OH 45242, whose telephone number is (513) 792-5031, for the purchase In Face to Face and Video Interpretation 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 Ninety Thousand Dollars (\$90,000) over the Initial Term.

In addition to the term set forth above, Contract may be renewed, at the County's option for one (1) two (2) year term at the prices set forth below. County will provide Provider 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, 2025 – December 31, 2026	\$60,000
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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 and video services described in Exhibit I, Request for Proposal (RFP) # SC04-21R and Exhibit II, Provider's Proposal for the RFP # SC04-21R ("Service(s)").

B. EXHIBITS

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

1. Exhibit I –Request for Proposal SC04-21R;
2. Exhibit II – Provider's Proposal in response to Exhibit I; and
3. Exhibit III – Cost Sheet

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) # SC04-21R
- B. Exhibit II – Provider’s SC04-21R; and
- C. Exhibit III – Cost Sheet

4. BILLING AND PAYMENT

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

For any partial hour(s) billed above and beyond the minimum hour(s) or service provided, the provider will bill in 1-hour increments as follows:

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

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

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

Each original invoice shall be sent via encrypted email and sent bi-weekly to the Family & Adult Assistance Section Chief, Hamilton County Dept. of Job & Family Services, 222 E. Central Parkway, Cincinnati, Ohio 45202 within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all Services provided during the service month on each of the above described invoices. Provider shall indicate the following on all invoices submitted for payment: Under no circumstances will HCJFS make payment for any services invoiced after two (2) months after the end of

the service month. County will use its best efforts to make payment within thirty (30) days after receipt of the invoice. for all invoices received in accordance with the terms of this Contract.

Provider shall provide the follow information on each invoice:

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

Provider 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.

- C. Provider will indicate purchase order number and Provider number on all invoices submitted for payment.
- D. The Provider warrants that claims made to HCJFS for payment for services provided shall be for actual services rendered and do not duplicate claims made by the Provider to other sources of public funds for the same services.

5. AVAILABILITY AND RETENTION OF RECORDS

Provider agrees that all records, documents, writing or other information, including, but not limited to, financial records, census records, consumer records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this Contract, and all records, documents, writings, or other information, including, but not limited to financial, census and consumer records used

by Provider in the performance of this Contract are treated according to the following terms:

- A. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by the Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services ("ODJFS"), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services are rendered under this Contract. If an audit, litigation, or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

6. NON-EXCLUSIVE

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

7. CONFLICT OF INTEREST

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

The Provider further agrees that there is no financial interest involved on the part of any HCJFS officers, the County, or County employees of the county involved in the development of the specifications or the negotiation of this Contract. The Provider has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a County and/or HCJFS employee will gain

financially or receive personal favors as a result of the signing or implementation of this Contract. The Provider will report the discovery of any potential conflict of interest to HCJFS. Should a conflict of interest be discovered during the term of this Contract, County may exercise any right under the Contract including termination of this Contract.

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

8. ASSIGNMENT AND USE OF FREELANCE CONTRACTORS

The parties expressly agree that this Contract shall not be assigned by the Provider without the prior written approval of HCJFS and County. The Provider may not Notwithstanding any other provisions of this Contract that would afford Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract, without HCJFS' 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 Provider will provide Services under this Contract through the use of independent freelance contractors. For purposes of this Contract, such independent freelance contractors 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, Provider agrees to provide a list of all freelance contractors to be utilized in connection with this Contract.

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

9. GOVERNING LAW

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

10. INTEGRATION AND MODIFICATION

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

Provider acknowledges and agrees that only staff from the Contract Services Section of HCJFS may initiate 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 Provider Thirty (60) calendar days prior to the effective date of termination.

2. By Provider:

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

B. Termination for Cause by HCJFS

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

If Provider fails to cure the default in accordance with an approved plan, then 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 Provider.

C. Effect of Termination

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

13. 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. The goals of the Transition Plan are to: a) ensure continuity of care; b) not disrupt care unnecessarily; and c) ensure the safety of Consumers and their families. 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 to Consumers and families, the Transition Plan, at a minimum, includes the following schedule:

- A. Consumer records will be provided to HCJFS thirty (30) days prior to the termination date of the Contract;
- B. A monthly Service Authorization report will be provided to HCJFS or designee until the termination date of the Contract; and
- C. "Data dump" to HCJFS of all consumer data from Provider'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.

14. GOOD FAITH EFFORT

In the event of termination of this Contract; both parties agree to work cooperatively and use their best efforts to minimize any adverse effects of such termination on the Consumers.

15. COMPLIANCE

Provider certifies that Provider 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), and 2CFR 200.216 – Prohibition on certain telecommunication and video surveillance services or equipment (Entities are prohibited from procuring, obtaining, entering, extending or renewing contracts with the following companies: Huawei Technologies Company, Hytera Communications Corporation, Hangzhou Hikvision, Digital Technology Company, Dahua Technology Company) state statutes and Ohio Administrative Code rules in the conduct of work hereunder. The Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's employees.

16. NON-DISCRIMINATION IN EMPLOYMENT

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

During the performance of this Contract, Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color,

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

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

17. 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 Provider 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. Provider shall post the most recent version of the AD- 475A and/or AD-475B "And Justice for All" poster.

18. PROVIDER SOLICITATION OF HCJFS EMPLOYEES

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

19. RELATIONSHIP

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

20. DISCLOSURE

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

21. 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.

22. NO ADDITIONAL WAIVER

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

23. CONFIDENTIALITY

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

24. AUDIT RESPONSIBILITY

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

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

Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Provider recognizes and agrees that HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract. When an overpayment is identified and the overpayment cannot be repaid in one (1) month, Provider 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. Provider shall cause to be conducted an annual independent audit report. Within fifteen (15) days of receipt, Provider agrees to give HCJFS a copy of Provider's most recent annual report and most recent annual independent audit report.
- C. HCJFS reserves the right to evaluate programs of the Provider and all 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 Provider's own time and expense.
- D. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with 2 CFR Part 200, Subpart F.. Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

25. WARRANTY

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

26. AVAILABILITY OF FUNDS

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

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

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

27. FORCE MAJEURE

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

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

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

28. 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.

29. PUBLIC RECORDS

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

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

30. DRUG-FREE WORKPLACE

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

31. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

32. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

under the Contract, and impact of Contract activities. If contacted by the media about this Contract, Provider agrees to notify the HCJFS Communications Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Provider from using Contract information and results to market to specific consumers or prospects.

33. AMENDMENTS

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

34. INSURANCE

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

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

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;

5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- B. 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 Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, and Umbrella/Excess Liability when added together.

- D. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code
- E. The Provider 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. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates effecting coverage required by this clause. All certificates are to be received by 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 Provider's obligation to maintain such insurance.
7. Provider shall declare any self-insured retention to HCJFS and County pertaining to liability insurance. The Provider 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 Provider provides insurance coverage under a "claims-made" basis, the Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or: continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claims-made policy issued for a similar coverage while the Provider was under Contract with the County and HCJFS.

The Provider will require all insurance policies (excluding Professional Liability) in any way related to the work and secured and maintained by the Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County

and HCJFS. The Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

9. The Provider, the County and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.
10. The Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, and their respective officials, employees, agents and volunteers. Any insurance maintained by the County or HCJFS shall be in excess of the Provider's insurance and shall not contribute to it.
11. If any or all of the work or services contemplated by this Contract is subcontracted, the Provider will ensure that any and all freelance contractors comply with all insurance requirements contained therein.

35. INDEMNIFICATION & HOLD HARMLESS

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

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

and attorneys' fees. The respective rights and obligations of the parties under this paragraph shall survive the expiration or termination of the Contract for any reason.

36. LOBBYING

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

37. PROPERTY OF HAMILTON COUNTY

Any Deliverable provided or produced by Provider under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of County and HCJFS which have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider will not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for County, HCJFS and Provider to use such copyrighted matter in the manner provided herein. Provider agrees that all Deliverables will be made freely available to the general public unless 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 Provider 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 Provider's right to use general concepts, algorithms, programming techniques, or methodologies that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

38. 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:

- D. Records will be provided to HCJFS thirty (30) days prior to the termination date of the Contract;
- E. A monthly Service report will be provided to HCJFS or designee until the termination date of the Contract; and
- F. "Data dump" to HCJFS of all data from Provider'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.

39. DEBARMENT AND SUSPENSION

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

40. FAITH BASED ORGANIZATIONS

If Provider is a faith based organization, Provider agrees that it will perform the duties under this Contract in compliance with Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of 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 Provider. If any Consumers objects to the religious character of the organization. Provider will immediately notify HCJFS.

41. CHILD SUPPORT

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

42. 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 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.

43. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

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

44. ENERGY POLICY AND CONSERVATION ACT

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

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 Providers and volunteers who come onsite to a County building. Contractor includes

but is not limited to. consultants, construction contractors, service Providers, 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

Provider should contact the following HCJFS staff with questions:

Name & Email	Phone #	Department	Responsibility
Contract Specialist Sheila Bass Sheila.Bass@jfs.ohio.gov	513-946-2236	Contract Services	Contract changes, Contract language
Accounts Payable Chelcia Colbert Chelcia.Colbert@jfs.ohio.gov	513-946-1521	Fiscal	Billing & payment
Section Chief Melissa Graves Mclissa.Graves@jfs.ohio.gov	513-946- 1798	Family& Adult Asst 2	Scope of service, Contract Language

B. Provider Contacts

HCJFS should contact the following Provider staff with any questions:

Name & Email	Phone #	Department	Responsibility
VP. Customer Engagement Nancy McMahon nmcMahon@affordablelanguages.com	513-792-5031	Customer Engagement	All aspects of the contract.

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 Services

E Michael Patton
(Signature)

Name: Michael Patton
(Print)

Title: Director
(Print)

Date: 1/24/2021

Affordable Language Services

By: [Signature]
(Signature)

Name: DARCY LEONARD
(Print)

Title: VP CUSTOMER ENGAGEMENT
(Print)

Date: 12/30/2021

Date: 1/24/2022

Approved as to form:

DocuSigned by:
By: W. Peter Heile
Assistant Prosecuting Attorney
Hamilton County, Ohio

Prepared By: SRB
Checked by: LMWG
Approved by: LW

HCJFS Contract Cover Sheet

1. CONTRACT SPECIALIST:				PHONE NUMBER		
Bass, Sheila				(513) 946-2236		
2. TYPE OF AGREEMENT						
CONTRACT #	AMENDMENT #	RENEWAL #	OTHER#	DOLLAR AMOUNT	BEGIN DATE	END DATE
131059				\$40,000.00	01/01/2022	12/31/2024
3. VENDOR NAME						
AccuracyNow Language Services, a program of Catholic Charities						
4. FOR THE PURCHASE OF:						
INTERPRETATION						
5. SIGNATURE AUTHORITY						
HCJFS Director						
6. DESCRIPTION OF CONTRACT SCOPE						
Face to Face Interpretation services for LEP consumers						
Resolution Required? N						
7. PROCUREMENT METHOD/PROCESS						
PROCUREMENT DECISION				FUNDING SOURCE(S)		
Procurement is required				Federal/State		
Procurement Document Type: RFP Doc # SC04-21R						
8. MANDATE						
Mandated Service or Good? Y			Source: Title VI of the Civil Rights Act of 1964			
9. ASSISTANT DIRECTOR'S SIGNATURE						
Date Sent to Assistant Director: 01/03/2022						
Date						
Contract Reviewed and Approved By: _____			<i>Kevin Holt</i>		01/03/2021	
			Signature		Date	
AFTER SIGNATURE BY HCJFS DIRECTOR COMPLETE SECTIONS 10-12 FOR CLIENT-BASED CONTRACTS REQUIRING BOCC APPROVAL						
10. HCJFS RESOLUTION NUMBER						
11. PROSECUTOR REVIEW						
Prosecutor Reviewed? Y			Date of Letter: 12/15/2021			
12. THE ATTACHED AGREEMENT REQUIRES						
<input checked="" type="checkbox"/> Auditor's Certificate <input type="checkbox"/> Contract Log/Process Timeline <input checked="" type="checkbox"/> Insurance/Worker's Comp Attach with packet if checked						
13. ATTACHED LEGISLATION HAS BEEN REVIEWED BY AND IS BELIEVED TO BE ERROR FREE:						
Co-Worker: _____		Supervisor: _____		Section Chief: _____		

HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

PURCHASE CONTRACT

This Contract is entered into on 1 / 7 / 2022 by and between the Board of County Commissioners, Hamilton County, Ohio (Hereinafter "County") on behalf of the Hamilton County Department of Job & Family Services (hereinafter "HCJFS") and AccuracyNow Language Services, a program of Catholic Charities (hereinafter "Provider"), with an office at 7162 Reading Rd. Suite 600, Cincinnati, OH 45234, whose telephone number is (513) 672-3949, for the purchase Face to Face Interpretation 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 Forty Thousand Dollars (\$40,000) over the Initial Term.

In addition to the term set forth above, Contract may be renewed, at the County's option for one (1) additional two (2) year term at the prices set forth below. County will provide Provider 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, 2025 -- December 31, 2026	\$30,000
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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 in Exhibit I, Request for Proposal (RFP) # SC04-21R and Exhibit II, Provider's Proposal for the RFP # SC04-21R ("Service(s)").

B. EXHIBITS

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

1. Exhibit I - Request for Proposal SC04-21R;
2. Exhibit II - Provider's Proposal in response to Exhibit I; and
3. Exhibit III - Cost Sheet

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) # SC04-21R; then
- B. Exhibit II – Provider’s Response to SC04-21R; then
- C. Exhibit III – Cost Sheet

4. BILLING AND PAYMENT

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

For any partial hour(s) billed above and beyond the minimum hour(s) or service provided, the provider will bill in -hour increments as follows:

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

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

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

Each original invoice shall be sent via encrypted email and sent bi-weekly to the Family & Adult Assistance Section Chief, Hamilton County Dept. of Job & Family Services, 222 E. Central Parkway, Cincinnati, Ohio 45202 within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all Services provided during the service month on each of the above described invoices. Provider shall indicate the following on all invoices submitted for payment: Under no circumstances will HCJFS make payment for any services invoiced after two (2) months after the end of

the service month. County will use its best efforts to make payment within thirty (30) days after receipt of the invoice, for all invoices received in accordance with the terms of this Contract.

Provider shall provide the follow information on each invoice:

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

Provider 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.
- C. Provider will indicate purchase order number and Provider number on all invoices submitted for payment.
- D. The Provider warrants that claims made to HCJFS for payment for services provided shall be for actual services rendered and do not duplicate claims made by the Provider to other sources of public funds for the same services.

5. AVAILABILITY AND RETENTION OF RECORDS

Provider agrees that all records, documents, writing or other information, including, but not limited to, financial records, census records, consumer records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this Contract, and all records, documents, writings, or other information, including, but not limited to financial, census and consumer records used

by Provider in the performance of this Contract are treated according to the following terms:

- A. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by the Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services ("ODJFS"), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services are rendered under this Contract. If an audit, litigation, or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

6. NON-EXCLUSIVE

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

7. CONFLICT OF INTEREST

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

The Provider further agrees that there is no financial interest involved on the part of any HCJFS officers, the County, or County employees of the county involved in the development of the specifications or the negotiation of this Contract. The Provider has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a County and/or HCJFS employee will gain

financially or receive personal favors as a result of the signing or implementation of this Contract. The Provider will report the discovery of any potential conflict of interest to HCJFS. Should a conflict of interest be discovered during the term of this Contract, County may exercise any right under the Contract including termination of this Contract.

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

8. ASSIGNMENT AND USE OF FREELANCE CONTRACTORS

The parties expressly agree that this Contract shall not be assigned by the Provider without the prior written approval of HCJFS and County. The Provider may not Notwithstanding any other provisions of this Contract that would afford Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract, without HCJFS' 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 Provider will provide Services under this Contract through the use of independent freelance contractor s. For purposes of this Contract, such independent freelance contractor s will be called "freelance contractors" or freelance 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, Provider agrees to provide a list of all freelance contractors to be utilized in connection with this Contract.

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

9. GOVERNING LAW

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

10. INTEGRATION AND MODIFICATION

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

Provider acknowledges and agrees that only staff from the Contract Services Section of HCJFS may initiate 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 Provider Thirty (60) calendar days prior to the effective date of termination.

2. By Provider:

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

B. Termination for Cause by HCJFS

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

If Provider fails to cure the default in accordance with an approved plan, then 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 Provider.

C. Effect of Termination

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

13. 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. The goals of the Transition Plan are to: a) ensure continuity of care; b) not disrupt care unnecessarily; and c) ensure the safety of Consumers and their families. 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 to

Consumers and families, the Transition Plan, at a minimum, includes the following schedule:

- A. Consumer records will be provided to HCJFS thirty (30) days prior to the termination date of the Contract;
- B. A monthly Service Authorization report will be provided to HCJFS or designee until the termination date of the Contract; and
- C. "Data dump" to HCJFS of all consumer data from Provider'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.

14. GOOD FAITH EFFORT

In the event of termination of this Contract; both parties agree to work cooperatively and use their best efforts to minimize any adverse effects of such termination on the Consumers.

15. COMPLIANCE

Provider certifies that Provider 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 Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's employees.

16. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

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

17. 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 Provider 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.

18. PROVIDER SOLICITATION OF HCJFS EMPLOYEES

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

19. RELATIONSHIP

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

20. DISCLOSURE

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

21. 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.

22. NO ADDITIONAL WAIVER

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

23. CONFIDENTIALITY

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

24. AUDIT RESPONSIBILITY

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

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

Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Provider recognizes and agrees that HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract. When an overpayment is identified and the overpayment cannot be repaid in one (1) month, Provider 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. Provider shall cause to be conducted an annual independent audit report. Within fifteen (15) days of receipt, Provider agrees to give HCJFS a copy of Provider's most recent annual report and most recent annual independent audit report.
- C. HCJFS reserves the right to evaluate programs of the Provider and all 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 Provider's own time and expense.
- D. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with 2 CFR Part 200, Subpart F.. Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

25. WARRANTY

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

26. AVAILABILITY OF FUNDS

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

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

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

27. FORCE MAJEURE

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

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

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

28. 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.

29. PUBLIC RECORDS

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

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

30. DRUG-FREE WORKPLACE

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

31. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

32. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

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

33. AMENDMENTS

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

34. INSURANCE

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

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

4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- B. 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 Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, and Umbrella/Excess Liability when added together.

- D. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code
- E. The Provider 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. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates effecting coverage required by this clause. All certificates are to be received by 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 Provider’s obligation to maintain such insurance.
7. Provider shall declare any self-insured retention to HCJFS and County pertaining to liability insurance. The Provider 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 Provider provides insurance coverage under a “claims-made” basis, the Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy’s retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claims-made policy issued for a similar coverage while the Provider was under Contract with the County and HCJFS.

The Provider will require all insurance policies (excluding Professional

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

9. The Provider, the County and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.
10. The Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, and their respective officials, employees, agents and volunteers. Any insurance maintained by the County or HCJFS shall be in excess of the Provider's insurance and shall not contribute to it.
11. If any or all of the work or services contemplated by this Contract is subcontracted, the Provider will ensure that any and all freelance contractors comply with all insurance requirements contained therein.

35. INDEMNIFICATION & HOLD HARMLESS

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

In addition, Provider agrees to pay all Damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising regardless of any conflict of interest that may exist between the Indemnified Parties and Provider. In the event Provider fails to defend the Indemnified Parties as set forth in this Paragraph, which may result in a breach of contract, such parties may defend themselves and Provider

shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this paragraph shall survive the expiration or termination of the Contract for any reason.

36. LOBBYING

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

37. PROPERTY OF HAMILTON COUNTY

Any Deliverable provided or produced by Provider under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of County and HCJFS which have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider will not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for County, HCJFS and Provider to use such copyrighted matter in the manner provided herein. Provider agrees that all Deliverables will be made freely available to the general public unless 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 Provider 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 Provider's right to use general concepts, algorithms, programming techniques, or methodologies that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

38. 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:

- D. Records will be provided to HCJFS thirty (30) days prior to the termination date of the Contract;
- E. A monthly Service report will be provided to HCJFS or designee until the termination date of the Contract; and
- F. "Data dump" to HCJFS of all data from Provider'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.

39. DEBARMENT AND SUSPENSION

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

40. FAITH BASED ORGANIZATIONS

If Provider is a faith based organization, Provider agrees that it will perform the duties under this Contract in compliance with Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of 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 Provider. If any Consumers objects to the religious character of the organization, Provider will immediately notify HCJFS.

41. CHILD SUPPORT

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

42. 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 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.

43. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

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

44. ENERGY POLICY AND CONSERVATION ACT

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

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 Providers and volunteers who come onsite to a County building. Contractor includes

but is not limited to, consultants, construction contractors, service Providers, 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

Provider should contact the following HCJFS staff with questions:

Name & Email	Phone #	Department	Responsibility
Contract Specialist Sheila Bass Sheila.Bass@jfs.ohio.gov	513-946-2236	Contract Services	Contract changes, Contract language
Accounts Payable Chelcia Colbert Chelcia.Colbert@jfs.ohio.gov	513-946-1521	Fiscal	Billing & payment
Section Chief Melissa Graves Melissa.Graves@jfs.ohio.gov	513-946- 1798	Family& Adult Asst 2	Scope of service, Contract Language

B. Provider Contacts

HCJFS should contact the following Provider staff with any questions:

Name & Email	Phone #	Department	Responsibility
Litz Main	513-792-5031		All aspects of the contract.

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 Services

AccuracyNow Services

By: 
(Signature)

By: 
(Signature)

Name: Amy Story
(Print)

Name: LIZ MAIN
(Print)

Title: Interim Director
(Print)

Title: DIRECTOR OF LANGUAGE SERVICES
(Print)

Date: 1/7/2022


Date: 12 | 21 | 2021

Recommended By:

Date: _____

Amy Story, Interim Director
Hamilton County Department of Job & Family Services
Hamilton County, Ohio

Approved as to form:
DocuSigned by:

By: 
Assistant Prosecuting Attorney
Hamilton County, Ohio

Prepared By: SRB
Checked by: LMWG
Approved by: LW

JOSEPH T. DETERS
HAMILTON COUNTY PROSECUTING ATTORNEY

CIVIL DIVISION
230 EAST NINTH STREET, SUITE 4000
CINCINNATI, OH 45202-2151
PHONE: (513) 946-3000
FAX: (513) 946-3018
WWW.HCPROS.ORG
WRITER'S DIRECT DIAL NUMBER
(513) 946-3249

December 9, 2021

Lisa Willwerth
Contract Services Department
Hamilton County Job and Family Services
222 East Central Parkway
Cincinnati, OH 45202

Re: *Contract with Catholic Accuracy Now Language Services for Face to Face Interpretation Service*

Dear Ms. Willwerth:

We have reviewed the above referenced Contract with Catholic Accuracy Now Language Services for Face to Face Interpretation Service (the "Contract"), and return the same to you approved as to form, subject to the following conditions:

1. The Contract has been procured consistent with the requirements of applicable law.
2. A Board Resolution authorizing the Contract and authorizing the Hamilton County Administrator or other properly authorized County representative to execute the same has been or will be passed and certified.
3. An Auditor's certificate consistent with the requirements of R.C. 5705.41 will be obtained covering the Contract amount.
4. The insurance documentation required by the Contract will be obtained and reviewed by the County's Risk Manager for sufficiency and completeness of coverage.
5. All identified Exhibits will be attached to the Contract prior to execution by the parties.
6. The Contract will be executed by the County Administrator or other properly authorized County representative and all other appropriate parties, with all blank spaces completed, and properly dated.
7. As required by R.C. 305.25, the Contract will be entered into the Board's minutes by the Board's clerk.

Sincerely,

DocuSigned by:

W. Peter Heile
W. Peter Heile

Assistant Prosecuting Attorney

cc: Brenda Feller

PDF GENERATED BY...

EXHIBIT I

**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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Attachment C	Face-to-Face Interpretation Cost Sheet
Attachment D	Declaration of Property Tax Delinquency
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Attachment F	RFP Registration Form
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Attachment H	Warranty Against Unresolved Finding
Attachment I	Services Provided

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/>

Board of Commissioners:

Stephanie Summerow Dumas, Alicia Reece, Denise Driehaus

County Administrator: Jeffrey Aluotto

Interim Director: Tim McCartney

General Information: (513) 946-1000

General Information TDD: (513) 946-1295

Website: www.hcjfs.org

June 30, 2021

**HCJFS REQUEST FOR PROPOSAL
INTERPRETATION SERVICES
RFP SC04-21R**

ADDENDUM 1

Providers in attendance at RFP Conference

Accuracy Now Language Services
Affordable Language Services
Cal Interpreting Services
Indy Translations
JS Languages

Section 2.9 first sentence of the RFP currently reads:

Provider shall complete Attachment I and submit with proposal.

Change to read:

Provider shall complete Attachment H and submit with proposal.

Section 3.7 second paragraph of the RFP currently reads:

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.

Change to read:

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 July 2, 2021, noon of such error in writing and request clarification or modification of the document.

Questions asked during RFP Conference:

- Q1.** Can I be sent the actual documentation you are referring to?
- A.** The RFP can be found at <https://www.hcjfs.org/about/request-for-proposals/> and search for Interpretation Services.
- Q2.** Section 2.3, paragraph C: these items do not seem to relate to interpretation. Can you please clarify?
- A.** They do not. This is standard boilerplate language.
- Q3.** Can you confirm the unlocked Excel budget is outside the pdf response?
- A.** Yes, the budget must be submitted in an unlocked Excel format. The proposal must be submitted in a pdf format. The unlocked Excel budget is included as an attachment with this addendum.
- Q4.** What is the estimated value of the contract?
- A.** This response will be addressed in an upcoming Addendum.
- Q5.** What are the most commonly requested services?
- A.** Spanish and Nepali.
- Q6.** Are most interpreting requests simultaneous or consecutive in nature?
- A.** Yes, they are.
- Q7.** Who is the current vendor?
- A.** Affordable Language Services.
- Q8.** What is the estimated 3-year volume of consumers served?
- A.** The estimated 3-year volume is around 1,980 consumers.
- Q9.** What is the current hourly rate?
- A.** Please see attached.
- Q10.** Provide clarification on request to provide minimum threshold for face-to-face interpreting services (question 15)?
- A.** There is not a minimum threshold since the time range can alter. However, the majority of visits range from 1 to 1 ½ hours.



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Website: www.hcjfs.org

July 9, 2021

**HCJFS REQUEST FOR PROPOSAL
INTERPRETATION SERVICES
RFP SC04-21R**

ADDENDUM 2

Questions asked after RFP Conference:

Q1. What is the estimated value of the contract?

A. The estimated value of the 3-year contract is \$64,000. This estimate includes face/face and video interpretation.

Q2. If the top five languages hours-volume were to add to 100%, what hours-volume percentage would each language have in a regular year?

a. Spanish:	<u>53 %</u>
b. Nepali:	<u>27 %</u>
c. Swahili:	<u>12 %</u>
d. Arabic:	<u>2 %</u>
e. Pulaar:	<u>1 %</u>
f. Uzbek	<u>1 %</u>
g. Other	<u>4 %</u>
Total	100%

Q3. Does the on-site interpreter need to be the same person all the time?

A. No, it does not need to be the same person all the time.

Q4. In case more than one vendor is selected, how would assignments be determined? Would it a be a primary/secondary vendor model? If not, what would be the setup?

A. An agency Director's Letter is circulated to all agency staff informing them of the current vendor(s). The employees will have an option to select from those vendors to obtain services.

- Q5.** In HCJFS framework for interpretation services, can you define what constitutes an **emergency** during normal business hours and non-business hours?
- A.** There may be a variety of reasons that could define an emergency. In most cases, it is usually a Children Services matter that will require an interpreter to be present to assist with an unplanned visit.
- Q6.** Will HCJFS departments needing interpreters request the service directly or will there be a centralized scheduler?
- A.** The vendor should provide a process for agency employees to easily request interpreter services. The employee will request the services directly from the vendor.
- Q7.** Is the active contract with the existing vendor available for review?
- A.** The existing contract is a public record and must go through the process of requesting a public record.
- Q8.** In the RFP, it states on page 6, under Service Locations, that “a Spanish interpreter may be required on-site daily.” Is this a different interpreter from the on-site interpreter (page 7, Section A) required to accommodate walk-in clients?
- A.** No, this would be one interpreter serving in this capacity.
- Q9.** On the same Section A, page 7, the “on-site interpreter would be required to contact the vendor’s designated interpretation line to accommodate all possible languages.” Two questions:
- a. What is HCJFS’ definition of an “interpretation line”? Is it over-the-phone interpretation? The Scope of Service section does not include over the phone interpretation.
 - b. Can the on-site interpreter and the Spanish on-site interpreter be two different interpreters?
- A.** There may be times where the on-site interpreter may encounter a client that speaks a different language than the one that they are fluent in. When this occurs, the agency requests that the on-site interpreter reaches out to their agency and obtain the appropriate interpreter to assist with the on-site visit. There should be only a need to have one interpreter on site.
- Q10.** Would the HCJFS Standards and Code of Ethics be available for review prior to submitting the RFP?
- A.** See attached Section 6.0 - Ethics of Public Employment.



Q11. Where in Attachment A, would the Case Rate for Contact year be included? The only reference to cost is “**Please Complete Attachment C - Cost Sheet.**”

A. Rates for each language and term initial term 3yrs and renewal term 2yrs must be completed in Attachment C – Cost Sheets.

Q12. In the Program Component Checklist it reads, “Please ensure all questions in Section 1.2.2 are answered and page numbers are listed by using checklist below.” There are no questions on Section 1.2.2. Is it the 24 questions listed in Section A, under Section 1.2.5.?

A. Yes. A corrected Program Component Checklist is attached with this Addendum.

Q13. What was the average monthly face-to-face interpretation billing (hours) in 2019?

A. The vendor bills in unit of service hours equal to how long the interpreter is needed. This fluctuates each month based on the reason for the appointment and unit price is based on the services provided. Monthly Face to Face interpretation billing from 2019 averaged 47.88 hours. Language needs continue to vary greatly.

Q14. What was HCJFS total spent on face-to-face interpreting services in 2019 State Fiscal Year?

A. \$41,675.70.



SECTION 6.0: ETHICS OF PUBLIC EMPLOYMENT

- A. The purpose of this Section is to provide rules of ethical conduct for all employees so they may carry out their duties in a manner which is compatible with the best interests of the citizens and government of Hamilton County.

Proper operation of Hamilton County requires that:

1. Actions of public employees be fair and impartial;
2. Government decisions and practices adhere to the policies and procedures outlined herein;
3. Public office not be used for personal gain; and
4. The public have confidence in the integrity of its government.

- B. Ethics of Public Employment set the following goals:

1. To guide employees in protecting and preserving the public trust;
2. To ensure impartiality of services and to avoid disparate treatment of any citizen;
3. To avoid real or apparent conflicts between public duties and private concerns; and
4. To promote government integrity.

C. HAMILTON COUNTY ETHICS COMMISSION

The County Administrator shall appoint five members to serve as the Hamilton County Ethics Commission (HCEC). One member shall be designated as chair, another as vice-chair. Those appointed shall each serve until replaced by the County Administrator. The HCEC shall act as an advisory body, relative to the County's Code of Ethics, to assist appointing authorities with interpretations of the Code. The HCEC shall monitor the Code of Ethics and recommend changes as the need arises. The HCEC shall establish its own operating procedures and meet as necessary to reply to inquiries and requests for advisory opinions. Any employee may seek an advisory opinion from the Hamilton County Ethics Commission. All opinions, decisions or recommendations of the Ethics Commission shall be reported to the County Administrator or his designee.

Three members shall constitute a quorum of the Hamilton County Ethics Commission. Any member of the Hamilton County Ethics Commission who has other than a neutral interest in any matter before said Commission shall be disqualified from any discussion or disposition of said matter.

Effective: April 20, 1994

Revised: 10/19/94, 1/8/97, 12/06/00, 08/13/04, 11/30/06, 09/05/07

D. TOP MANAGEMENT

Top Management employees (as defined at Section 3.6 of this manual) are restricted from engaging in partisan political activities concerning the office of the Board of County Commissioners. Specifically, Top Management may not participate in the campaign or election of any candidate for, or incumbent on the Hamilton County Board of Commissioners. Top Management must refrain from financial participation, donation of time or services to campaigns, attendance at fund raising functions, wearing campaign buttons, distributing campaign literature, affixing signs or stickers to personal, private, or public property, or making public endorsements for any candidate for election to the Hamilton County Board of Commissioners. This does not prohibit exercising the right to vote or from participating in other partisan political activities which do not impair performance as a professional administrator or otherwise violate restrictions on political activity in Ohio Revised Code Section 124.57. Department Heads shall ensure that every applicant or candidate for any top management position is aware of this provision and given a copy of this policy.

E. ETHICAL CONDUCT

Employees must adhere to the following conduct:

1. All employees are expected to conduct themselves in accordance with A and B above.
2. Employees shall not use their County positions either directly or indirectly, for personal gain, (e.g., engaging in any business or transaction, having a financial, sexual, personal, exploitative, or other interest, which is in conflict with the proper discharge of their duties).
3. Employees shall not, without proper legal authorization, disclose confidential information or documentation that is protected by law from public disclosure that concerns the property or affairs of the County, to which they have access through their employment with the County; nor shall they use such information to advance the financial or other private interests of themselves or others.
4. Employees shall not accept any gratuity (other than occasional plaques or other symbols of appreciation or honor), whether in the form of service, loan, gift, favor, honorarium, or item, directly or indirectly, in business dealings with the County; nor shall they accept anything of value or the promise or offer of anything of value that is of such a character as to manifest a substantial and improper influence upon said employees in the discharge of their duties. Employees who are offered such gratuity by any individual, firm, association, group, partnership, or corporation seeking County employment or contract(s) must inform their supervisor of the gratuitous offer.

Effective: April 20, 1994

Revised: 10/19/94, 1/8/97, 12/06/00, 08/13/04, 11/30/06, 09/05/07

5. Employees shall not grant any consideration, treatment, advantage, favor, service or item in the discharge of their duties beyond that which it is the general practice to grant or make available to all citizens.
6. Employees shall not represent private interests in any action or proceedings against the County in any matter in which the County is a party.
7. Employees shall not engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of their official County duties or would tend to impair their independent judgment or action in the performance of their official County duties.
8. Employees shall not use their position to unduly influence the County business concerns of a relative, friend, neighbor, or acquaintance; or to unduly influence a coworker who has responsibility for those concerns. Employees who experience such influence shall notify their supervisor immediately.
9. Employees who apply for and/or receive any County services or otherwise involved with any County agency shall not receive special consideration or treatment.
10. Employees shall not have an unlawful interest in a public contract. Nor shall employees directly or indirectly represent that they have any ability to influence the outcome of any County bid, proposal, contract or the administration or application of any policy by any County employee.
11. Employees who retire from County employment under any retirement system shall not be rehired by the County in any employment status unless specifically authorized by the Board of County Commissioners. (Please refer to Section 5.6 Paragraph P. for additional information pertaining to re-employment of retirees.)
12. The hiring of employees into the same work unit of immediate family members is prohibited. Supervisors or managers shall not hire or employ any member of their immediate family to work under their direct supervision. Employees shall not use their positions to influence hiring or altering the employment status of a family member.
13. Employees who serve on any committees, commissions, boards, or hold elected office, or serve in any capacity with any other organized entity, whether public or private, shall excuse themselves from any discussions, abstain from voting, or otherwise participating in any matter related to County programs, operations, or business concerns. Service on any committees, commissions, boards, elected office or with other organized

Effective: April 20, 1994

Revised: 10/19/94, 1/8/97, 12/06/00, 08/13/04, 11/30/06, 09/05/07

entities, whether public or private, shall not conflict with the performance of official County duties.

14. Employees shall not abuse, neglect, waste, or misappropriate County property. All employees are responsible for the proper care of any tools, materials, equipment or vehicles assigned for the performance of their jobs. No tools, equipment or materials shall be taken from the work site for any purpose unless specifically authorized by the employees' supervisors. No County tools, equipment, materials or vehicles shall be used for any purpose other than authorized work-related activities.
15. All employees must provide service to the County at all times while in attendance at work in a paid status. All employees shall give undivided attention to the duties of their jobs during working hours.
16. Employees shall request and take only the amount of the leave and reimbursement which they are due and entitled pursuant to the policies contained in this Manual.
17. Employees shall not endorse any commercial product or service as a representative, agent, official, or employee of Hamilton County.
18. Situations involving former County employees, who, within one year after leaving County employment, accept other employment directly related in any way to their former employment with the County, are subject to review by the Hamilton County Ethics Commission for a determination of a possible conflict of interest.

F. REPORTING REQUIREMENTS

Each member of the Top Management staff shall file a Financial Disclosure Statement with the Hamilton County Ethics Commission when hired by the Board of County Commissioners and annually thereafter. All other employees must submit an Ethics Statement when hired by the Board and annually thereafter. The form and content for the Financial Disclosure Statement and the Ethics Disclosure Statement shall be prescribed by the HCEC and approved by the County Administrator. Human Resources shall maintain the Disclosure Statements and keep on file for three years.

Every employee who is required to maintain a license, registration, or certification as a condition of County employment must verify the active status in good standing of said license, registration, or certification when hired by the Board and

annually thereafter. It is the immediate supervisor's responsibility to annually inspect and verify the active status of the required license before signing the Verification of License, Registration or Certification form. If, for any reason, the subject's license, registration, or certification lapses, or becomes inactive, suspended or revoked, employees must notify their supervisors immediately.

G. INCORPORATION BY REFERENCE

The Ohio Ethics Laws as defined in Chapter 102 of the Ohio Revised Code are incorporated by reference herein as they pertain to County employees. The Offenses Against Justice and Public Administration as defined in Chapter 2921 of the Ohio Revised Code are incorporated by reference herein as they pertain to County employees.

H. SANCTIONS

Employees who have any concerns or questions regarding possible violations of ethical standards set forth herein shall consult with their supervisors prior to engaging in any questionable activity. Ethics violations, apparent or real, shall be reported to the County Administrator or his designee, with a recommendation for appropriate corrective action. Departmental decisions on ethics violations may be appealed to the County Administrator or his designee through the grievance process.

EXHIBIT II
ATTACHMENT A Cover Sheet
Interpretation Services
Bid No: SC04-21R

Name of Provider: AccuracyNow Language Services, a program of Catholic Charities Southwestern Ohio

Provider Address: 7162 Reading Rd, Suite 600, Cincinnati, OH 45237

Telephone Number: 513-672-3949 **Fax Number:** 844-513-4093

Contact Person: Litz Main
(Please Print or type)

Phone Number: 513-672-3786 **E-Mail Address:** lmain@ccswoh.org

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

Person(s) authorized to negotiate with HCJFS:

Name: Ross Hallman **Title:** CFO

Phone Number: 513-672-3744 **Fax Number:** 513.241.4333 **E-Mail:** rhallman@ccswoh.org

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	<u>Chief Financial Officer</u> _____ Title	<u>7/22/21</u> _____ 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	X
Will your Proposal be submitted by 11:00 a.m. on or before July 23, 2021?	4.4	X
Did you include all the Contact Information on the Cover Sheet?	2.1	X
Did you sign the Cover Sheet?	2.1	X
Is a response to each Program Component included?	2.2.1	X
Did you include the completed Attachment C - Cost Sheet for the Initial Term?	2.3	X
Is a response to each System and Fiscal Administration Component included?	2.8	X

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	X	5		
Question 2	X	5		
Question 3	X	5		
Question 4	X	5		
Question 5	X	6		
Question 6	X	6		
Question 7	X	6		
Question 8	X	6		
Question 9	X	7		
Question 10	X	7		
Question 11	X	7		
Question 12	X	7		
Question 13	X	7		
Question 14	X	11		
Question 15	X	11		
Question 16	X	11		
Question 17	X	11		
Question 18	X	11		
Question 19	X	16		
Question 20	X	16		
Question 21	X	16		
Question 22	X	17		
Question 23	X	17		
Question 24	X	17		
Licensure, Administration and Training				
Question 1	X	18		
Question 2	X	19		
Question 3	X	21		
Question 4	X	26		
Question 5	X	27		

Section 1.2.2. Service Components and Deliverables

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.

AccuracyNow has over 500 contractors fluent in more than 130 languages and provides simultaneous and consecutive face-to-face, over the phone and video interpretation services, video translation services, as well as translation and sight translation services. Non-emergency interpretation services are available 365 days a year, 7 days a week, 24 hours a day, including holidays. Emergency interpretation services are available 365 days a year, 7 days a week, 24 hours a day, including holidays.

2. Provide details regarding available coordination options for the scheduling of interpretation services with HCJFS.

The coordination options for the scheduling of interpretation services include the following:

- HCJFS staff will have access to the Interpreter Intelligence scheduling portal to request an interpreter for appointments within and outside of regular business hours;
 - Email for non-emergency appointments within regular business hours;
 - A dedicated phone line for non-emergency and emergency appointments within regular business hours;
 - A dedicated phone line for non-emergency and emergency appointments outside regular business hours.
3. Provide your shortest possible response time and list any conditions for response (i.e. within 30 minutes, 1 hour, etc. for certain languages).

Within 30 minutes for frequently requested languages (i.e. Spanish, Nepali, French, and Arabic), and up to one hour for less frequently requested 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.
 - a. Non-Emergency/ Non-Holiday, Monday – Friday, Spanish 7:30 a.m. - 4:30 p.m. \$36.00 per hour cost with a one hour minimum during business hours
 - b. Non- Emergency/ Non-Holiday, Monday – Friday, All other languages 7:30 a.m. - 4:30 p.m. \$40.00 per hour cost with a two-hour minimum during business hours

- c. Non-Emergency/ Non-Holiday, Monday – Friday, Spanish, 4:31 p.m. - 7:29 a.m. \$40.00 per hour cost with a one hour minimum during off hours
 - d. Non-Emergency/ Non-Holiday, Monday – Friday, All other languages, 4:31 p.m. - 7:29 a.m. \$43.00 per hour cost with a two hour minimum during off hours
 - e. Emergency Weekends & Holidays Spanish - \$40.00 per hour with a one hour minimum
 - f. Emergency Weekends & Holidays All Other Languages- \$45.00 per hour with a two hour minimum
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.

AccuracyNow interpreters are highly trained and experienced in all modes of interpretation and sight translation, guaranteeing minimum error in conveying the message in the target language. For example, interpreters assigned to clients who provide resettlement and placement services to refugees are required to do sight translation of service agreements and consents to release information.

6. Describe how your agency will provide video interpretation services for translation of English documents or other languages and simultaneous and consecutive interpretative services.
- At AccuracyNow we can provide you with same-time video interpretation services and/or translation of English documents and nearly any source language to nearly any target language in any format you require.
7. Describe your agency’s ability to provide services at various locations during and after normal business hours, Monday – Friday, weekends and holidays.

AccuracyNow serves clients in the Southwestern Ohio area and Northern Kentucky, and is able to provide interpreters during and after normal business hours, Monday – Friday, weekends and holidays. For example, we currently provide in person interpretation services to various Mercy Health locations in Fairfield, Batavia and Crestview Hills, KY. Our most frequent requests for after normal business hours and weekend and holiday interpretation services come from Labor and Delivery units. Our over-the-phone interpretation services are available on demand 24/7 regardless of the client’s location.

8. Describe how your agency will ensure your assigned staff are able to meet the qualifications outlined in Section 1.2.4.

AccuracyNow will **only** assign to HCJFS interpreters who have a minimum of three years of professional translation experience within the last five years. AccuracyNow currently complies with pre-requisites 1 – 4 as outlined in Section 1.2.4. of the RFP. All AccuracyNow clients are given the opportunity to “onboard” and/or train interpreters

assigned to them in industry/organization specific materials to ensure the highest possible quality of service from the first appointment. As an organization we are able to match the appointment difficulty level with the qualification level of the interpreters based on the interpreter skill level, experience and educational background.

After initial testing and assessment, all interpreters are assigned an AccuracyNow Expertise Level based on their skills and experience. Our scheduling team makes sure the interpreter level is appropriate for the skill level required by the client when assigning an interpreter. We monitor our interpreters' performance, continually provide additional training opportunities and have a process in place allowing our interpreters to upgrade their level. We also have a very rigorous quality control process in place where all requesters can provide immediate feedback on the interpreter's performance.

9. Describe how your agency will ensure your assigned staff will have the knowledge, skills and abilities outlined in Section 1.2.5.

AccuracyNow provides training for medical interpreters using the Community Interpreter International Curriculum. We also have a large number of board-certified interpreters. Interpreter language proficiency is tested using the guidelines from the National Board of Certification for Medical Interpreters Handbook.

10. Describe how your agency will ensure employees, independent/contracted interpreters and freelancers will adhere to requirements outlined in Section 1.2.5.

AccuracyNow monitors the performance of interpreters through constant feedback from clients. We also have in place a Quality Assurance (attached to this proposal). AccuracyNow provides continuous training and offers independent training resources for interpreters to keep them informed of the changing policies and regulations. AccuracyNow's interpreters abide by the Code of Ethics and Standards of Practice of the National Council of Interpreters in Healthcare.

Refer to AccuracyNow Quality Assurance Process attached to this proposal.

11. Identify any language listed on Attachment G your company does not support.

We support all languages listed in the RFP.

12. List the total number of interpreters you have on staff for each language for which you are bidding (refer to Attachment G).

AccuracyNow does not have on-staff (FTE) interpreters as we are a non-profit and must keep our overhead costs to a minimum to efficiently serve our clients.

13. List the total number of interpreters you have contracted/freelance for each language for which you are bidding.

See Column B in attachment G.

Attachment G

Language Name	Number of Interpreters
AKAN	1
ALBANIAN	4
AMHARIC	3
ARABIC	48
ARMENIAN	5
ASSYRIAN	2
BAMBARA	1
BASQUE	2
BOSNIAN	6
BULGARIAN	3
BURMESE	5
CANTONESE	3
CATALAN	4
CHICHEWA	1
CREOLE	3
CROATIAN	5
CZECH	4
DANISH	2
DARI	2
DUTCH	4
ESTONIAN	3
EWE	2
FANTA	1
FARSI	12
FIJIAN	2
FINNISH	3
FLEMISH	1
FRENCH	23
FUKIENESE	3
FULANI	1
GAELIC	1
GERMAN	4
GREEK	3
GUJARATI	2
HAITIAN CREOLE	9
HEBREW	5
HINDI	7
HMONG	2
HUNGARIAN	2
ICELANDIC	3
IGBO	1
ILOCANO	1
INDONESIAN	4
ITALIAN	9
JAPANESE	16
KHMER	1

Language Name	Number of Interpreters
KOREAN	2
KURDISH	1
KYNYARWANDA	8
KURUNDI	6
LAO	1
LAOTIAN	2
LATVIAN	1
LITHUANIAN	1
MACEDONIAN	2
MALAYALAM	1
MAM	1
MANDARIN	2
MANDINGO	1
MIEN	2
MON	1
MONGOLIAN	1
NAVAJO	1
NEPALI	29
NORWEGIAN	2
OROMIFFA	1
PASHTO	1
POLISH	2
PORTUGESE	3
PORTUGESE CREOLE	1
PULAR	2
PUNJABI	5
ROMANIAN	1
RUSSIAN	15
SAMOAN	3
SANGO	2
SERBIAN	4
SERBO CROATIAN	1
SHANGHAI	2
SINHALESE	1
SLOVAK	3
SLOVENIAN	2
SOMALI	7
SONEIKE	2
SPANISH	136
SWAHILI	4
SWEDISH	2
TAGALOG	2
TAISHANESE	3
TAIWANESE	3
TAMIL	2
THAI	5

Language Name	Number of Interpreters
TIGRINYA	8
TONGAN	2
TURKISH	5
TWI	2
UDO	1
UKRANIAN	3
URDU	3
VIETNAMESE	7
WOLOF	1
YIDDISH	6
YORUBA	3
YUGOSLAVIAN	7
ZULU	2

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 - 375 interpreters
- b. Monday – Friday after business hours 342 interpreters
- c. Saturday, Sunday and Holiday after business hours - 311 interpreters

15. Provide your minimum threshold for face-to-face interpreting services.

Minimum 1 hour for frequently requested languages, 2 hours for less frequently requested languages.

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?

Our preferred process is calling our 24/7 phone scheduling line 513-672-3825 and providing the details of the appointment and the language requested. The scheduler will immediately provide a confirmation number and the requester will be notified as soon as an interpreter is assigned. The response time varies depending on the language, day and time of the request. We will provide updates every 15 minutes until an interpreter is assigned to the job.

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?

Our preferred process is calling our dedicated emergency scheduling line 513-672-3945 and providing the details of the appointment and the language requested. The scheduler will provide a confirmation number immediately and the requester will be notified as soon as an interpreter is assigned. The response time varies depending on the language, day and time of the request. We will provide updates every 15 minutes until an interpreter is assigned to the job.

18. Provide examples of invoices that meet the requirements outlined in Section 2.3.B

INVOICES



Mid-Pointe Tower
 7162 Reading Road Suite 600
 Cincinnati OH 45237

Invoice

Invoice Date	Due Date	Invoice #
06/30/21	07/30/21	404291

Bill To
CCSWOH Refugee Resettlement Program 7162 Reading Road Floor 7 Cincinnati, OH 45237

Phone #	
Fax #	844-513-4093
E-mail	
Website	https://www.accuracynow.com

Terms	Tax ID for Catholic Charities of Southwestern Ohio
Payment due: Net 30	31-0536968

Job	Description	Unit	Unit Price	Line Total
3361088	Interpretation: 06/28/21 10:00 AM - 11:17 AM Tigrinya (tir) Requested By: ██████████ (5136723833) [CCSWOH Refugee Resettlement Program] 1:30 hrs / Standard (Ref #3361088) CCSWOH RRS	1.5	\$ ██████████	\$ ██████████
3366452	Interpretation: 06/30/21 11:30 AM - 1:30 PM Arabic (ara) Requested By: ██████████ (5136723784) [CCSWOH Refugee Resettlement Program] 2:00 hrs / Standard (Ref #3366452) OVER THE PHONE	2	\$ ██████████	\$ ██████████
3363682	Interpretation: 06/30/21 12:30 PM - 1:30 PM Spanish (spa) Requested By: ██████████ (5136723749) [CCSWOH Refugee Resettlement Program] 1:00 hrs / Standard (Ref #3363682) 7162 Reading Road	1	\$ ██████████	\$ ██████████

Note: The attached invoice will be customized to meet all th criteria and data points by HCJFS prior to assignment launch January 1, 2022.

SUB TOTAL SERVICES :	\$ [REDACTED]
SUB TOTAL FEES:	\$ [REDACTED]
SUB TOTAL EXPENSES:	\$ [REDACTED]
TOTAL:	\$ [REDACTED]

Make checks payable to: Catholic Charities Southwestern Ohio
Please include the invoice number on your check
Mail Payment to: Attn: Finance Catholic Charities Southwestern Ohio 7162 Reading Road, Suite 600 Cincinnati, OH
45237

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.

Depending on the language, the time of the day and the skill level required by the appointment the number of interpreters available will vary. It is our experience that on frequently used languages, the availability of interpreters will regularly exceed the need.

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?

As soon as we are notified of such an incident where an interpreter cannot provide services as assigned, we strive to immediately replace the interpreter either with a face-to-face or over-the-phone interpreter. We remove the interpreter from the assignment and suspend him or her from taking appointments from that customer and location until the interpreter completes a coaching plan and gets reassessed. The client will not be charged for the service where the interpreter was not able to provide the services as assigned.

21. State any other relevant fact that might help to evaluate your proposal.

As a social venture launched in 2017, we have been customer-centric from day one. In addition to the two-questions satisfaction survey requesters fill after appointments, we also conduct annual Customer Engagement Surveys utilizing the Net Promoter Score (NPS) Methodology. In November 2020, in the midst of the pandemic, our clients rated us at 91% out of 100, to the question – would they recommend AccuracyNow to their biggest client. We are currently the preferred provider for the largest healthcare system in Southwestern Ohio. In 2020 we converted our booking software to Interpreter Intelligence, the best in class for language services. Since 2017, our interpreters list has consistently grown. Currently we have a list of over 500 active interpreters. Last year, we were able to fill 97% of the booked appointments. Our interpreters told us in the 2020 Interpreters Satisfaction Survey, that they would rather work for AccuracyNow than any other interpreting services firm in Ohio. We asked why and their response was consistent: because at AccuracyNow we care about them and help the most vulnerable by funding Catholic Charities social programs

As the only social enterprise in Southwestern Ohio providing language services, 100% of the profit generated by AccuracyNow helps fund eleven different social services programs at Catholic Charities. Programs such as Health Promotion, Prenatal classes, Refugee Resettlement Services, Senior Services, Foster Grandparents, Immigration Legal Services, ESL, Emergency Assistance, and others are able to provide the services they do because AccuracyNow exists.

Furthermore, AccuracyNow provides 100s of legally authorized to work in the US professional immigrants, who because of regulatory requirements are not able to practice their professions, with a source of income that promotes their financial independence.

22. Please explain the need for interpreter cultural competence.

The interpreter must be culturally competent to be able to identify non-verbal cues and cultural beliefs that if not appropriately communicated will change the outcome of the session. Our interpreters are trained on how to address cultural issues when they arise so they don't affect the effectiveness of communication or become a language barrier.

23. Please explain how you will attest for interpreter's language proficiency, skills, lack of knowledge or legalese, qualifications, training, and experience.

AccuracyNow keeps updated records of all training qualifications and certificates of the interpreters which are available to the clients upon request.

24. Do you have a written Code of Ethics?

Aside from the Code of Ethics all Catholic Charities staff abides by, AccuracyNow staff and interpreters must also follow the Code of Ethics of the National Council on Interpreting in Healthcare that applies to all community interpreters in healthcare, educational and social services settings. For legal interpretation, we follow the Code of Ethics and Professional Responsibilities of National Association of Judiciary Interpreters and Translators.

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.

Neither Catholic Charities or AccuracyNow have received negative and/or corrective actions from any US licensing body in the past two years. During the past 10-years Catholic Charities nor Accuracy have not had any Corrective Action Plans, Temporary License or Revocation of any of our licenses.

B. 2 Provide a description of your organization's employee screening and clearance policy. – See below

CATHOLIC CHARITIES SOUTHWESTERN OHIO

POLICIES AND PROCEDURES

TITLE: Recruitment and Selection – Equal Opportunity Employer

NUMBER: I.D.3 HR 3
ORIGIN DATE: 08/04/13
REVISION DATE: 04/08/15

PAGE: 1 of 2

POLICY: Catholic Charities Southwestern Ohio is dedicated to providing equal employment and advancement opportunities to all individuals. Employment decisions at CCSWO will be based on merit, qualifications and abilities. Equal employment opportunity is not only good practice - it's the law and applies to all areas of employment, including recruitment, selection, hiring, training, transfer, promotion and demotion, layoff and recall, termination, compensation and benefits.

PROCEDURE:

1. As an equal opportunity employer, CCSWO does not discriminate in its employment decisions on the basis of race, religion, color, national origin, sex or pregnancy, age, disability, veteran or military status, genetic information or any other basis that would be in violation of any applicable federal, state or local law. Furthermore, CCSWO will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship.
2. Any employees with questions or concerns about any type of discrimination in the workplace should bring these issues to the attention of their immediate supervisor or Human Resources. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.
3. Available positions are posted at all office locations. The position an individual applies for and the information he/she gives during the interview process will determine which contingencies may apply to an offer of employment. All employees applying for any position with CCSWO will be subject to reference checks with former employer and/or managers. Unless required by law, reference checks will not be shared with the potential employee. **Individuals who claim to possess certain educational credentials, either in writing or in an interview, are subject to verification.** Final candidates for a particular job are given the opportunity to speak with currently-employed personnel.
4. **Any individual offered a position that has responsibility for initiating or affecting financial transactions may be required to submit to a credit check.** These responsibilities could include among other things, collecting or handling cash or checks, writing checks or approving them, access to a direct money stream or being a fiduciary to the organization.
5. Any potential employees who will be driving an organization vehicle or driving their personal vehicles on organization business more than 5,000 miles each year will be subject to an inspection of their Motor Vehicle Records annually. Depending on job requirements, some employees may have to comply with the Department of Transportation requirements for a

CATHOLIC CHARITIES SOUTHWESTERN OHIO

POLICIES AND PROCEDURES

PAGE: 2 of 2

commercial Driver's License. All employees are subject to drug/alcohol testing and a criminal background check prior to hiring. Only individuals in Human Resources, who are authorized to do so, may initiate or receive a criminal background check.

6. Information gained from any of the above background checks will be held in confidence and shared with management individuals only on a need-to-know basis.
7. CCSWO, as an equal opportunity employer, is committed to employing persons without regard to citizenship, ethnic background or place of national origin.
8. Federal regulations require CCSWO to comply with the Immigration Reform and Control Act of 1986. All new employees must complete an I-9 form and provide proof of their identity and ability to work in this country. Human Resources is responsible for obtaining the completed I-9 form and verifying the eligibility to work in the United States. Employees will be expected to complete the I-9 form during their first three (3) days of work. If a new employee is unable to provide the necessary documentation within this three (3) working days period from the date of hire, he or she must provide proof that he or she has applied for the required documents. If this proof is not provided, the employee will be terminated.
9. Additionally, any employee younger than eighteen (18) years of age will be required to present proof of age and schooling certification required by state or federal law.
10. The responsibility for orientation rests with an employee's supervisor in consultation with Human Resources. The orientation program should be completed within the first six weeks of employment. The employee is required to complete the VIRTUS Orientation to the Decree on Child Protection either prior to or within one week of employment and before contact with children. The employee shall spend time in a carefully planned orientation program during which they will become familiar with the specific duties and responsibilities required in your position. Employees are given a written job description at time of hire. In addition, supervisors are responsible for all job training. Supervisors should ensure that they talk often with new employees during the first few weeks of their employment.
11. Human Resources will be responsible for providing new employees with an overview of the organization's policies, procedures and benefits. The employee will also receive an employee handbook and will be given an opportunity to ask questions about any information contained in the employee handbook.
12. Hiring records are kept according to legal requirements.

B.3 Provide copies of any relevant licenses and certifications – see below.

BWC Certificate

COA accreditation

OMHAS certificate



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus OH 43215-2256

Governor **Mike DeWine**
Interim Administrator/CEO **John Logue**

www.bwc.ohio.gov
1-800-644-6292

04/19/2021
Date Mailed

#BWNFVSQ
#XX12019639#

CATHOLIC CHARITIES SOUTHWESTERN OHIO
7162 READING RD STE 600
CINCINNATI, OH 45237-3838

IMPORTANT DOCUMENT: REMOVE AND POST



Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00736317

Period Specified Below
07/01/2021 to 07/01/2022

CATHOLIC CHARITIES SOUTHWESTERN OHIO
7162 READING RD STE 600
CINCINNATI, OH 45237-3838



www.bwc.ohio.gov
Issued by: BWC

Interim Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.





COUNCIL ON ACCREDITATION

Attests That

**Catholic Charities of Southwestern Ohio
Cincinnati, OH**

Is

ACCREDITED

Achieving the Highest Standards of Professional Practice for the Services It Provides

Accredited Through

10/31/2021



Behavioral Health Certification Certificate of Services

For

CATHOLIC CHARITIES OF SOUTHWESTERN OHIO

Certification Number: 01-0368

Issued: 5/8/2021

Expires: 5/7/2024

In accordance with Section 5119.36 of the Ohio Revised Code, this agency meets the minimum standards and is hereby certified to provide the following behavioral health services and activities at the location(s) specified.

Director, Ohio Department of Mental Health and Addiction Services

CATHOLIC CHARITIES OF SOUTHWESTERN OHIO

Certified Service(s)

<u>Service Name</u>	<u>Certification Type</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Community Psychiatric Supportive Treatment (CPST) Service	Full	05/08/2021	05/07/2024
Therapeutic Behavioral Services and Psychosocial Rehabilitation	Full	05/08/2021	05/07/2024
Consultation Service	Full	05/08/2021	05/07/2024
General Services	Full	05/08/2021	05/07/2024

CATHOLIC CHARITIES OF SOUTHWESTERN OHIO

Agency Site Location(s)

Catholic Charities of Southwestern Ohio - 1910 Fairgrove Avenue, Suite B, Hamilton, OH 45011
Catholic Charities of Southwestern Ohio - 7162 Reading Road, Suite 600, Cincinnati, OH 45237

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.

Not applicable

B.5 Describe training, supervision and support provided to staff. – See below

Supervision Policy
Staff Development

CATHOLIC CHARITIES SOUTHWESTERN OHIO

POLICIES AND PROCEDURES

TITLE: Supervision Policy

NUMBER: II.D.3 TS 3

PAGE: 1 of 2

ORIGIN DATE: 5/15/17

REVISION DATE:

Policy:

Catholic Charities Southwestern Ohio (CCSWO) is committed to ensuring that every employee receives effective and timely supervision. The purpose of this policy is to promote a consistent approach to employee supervision. CCSWO relies on a developmental approach. We believe that consistent communication and coaching is essential to professional growth. It is our intent to encourage employees in their efforts to improve proficiency in their present jobs and to prepare for advancement. In addition, a goal of employee supervision is to develop and maintain long-term, successful employees.

Supervision of employees should be seen as a process which provides an opportunity to:

1. Provide feedback on performance
2. Provide support, direction, advice and guidance on individual work, staff and management issues
3. Ensure policy and standards are met consistently in practice
4. Develop skills and understanding
5. Reflect on the effectiveness of recent training and development activities contributing to workplace competence, and identify any outstanding needs
6. Monitor progress of employee with the objectives agreed at the annual appraisal, in line with the Agency mission statement
7. Discuss any external/personal circumstances that may have a bearing on work

RESPONSIBILITY:

Supervisors:

1. develop employees effectively
2. ensure employees receive regular quality supervision at least once every month
3. clearly state expected work standards and;
4. ensure training and development opportunities are identified, facilitated and evaluated

Dates and times of supervision will be arranged in advance. The arrangement will be honored unless changed by mutual agreement and a new arrangement made for the earliest possible date/time.

A record will be made of the dates and times of scheduled sessions, and also of each session, particularly noting agreed actions, endorsed by both parties. A copy of this record is given to the staff member and the other is securely kept by the supervisor.

The supervisor will also provide unplanned supervision to staff as may be required, e.g. following an incident.

CATHOLIC CHARITIES SOUTHWESTERN OHIO

POLICIES AND PROCEDURES

Employees:

1. take responsibility for their own performance and learning, ensuring it is integrated into their everyday practice
2. reflect and learn from their work experience, training and development opportunities
3. prepare for and take part in supervision
4. take action agreed in supervision, to improve performance and enhance their effectiveness

CATHOLIC CHARITIES SOUTHWESTERN OHIO

POLICIES AND PROCEDURES

TITLE: Staff Development

NUMBER: I.D.1
ORIGIN DATE: 03/13/15
REVISION DATE:

PAGE: 1 of 3

POLICY: Catholic Charities Southwestern Ohio provides staff development and training activities for all levels of administrative, clinical and support personnel. Such staff development activities include trainings that may be used by staff to meet certification, re-certification, re-licensure requirements, and to assist the agency in fulfilling training requirements as defined by its accreditation body.

DEFINITIONS - TYPES OF STAFF DEVELOPMENT:

Internet Based Training: Relias Learning is an internet based training tool provided by Catholic Charities Southwestern Ohio to all of its employees.

Workshops: Meetings designed to instruct employees in the use of new techniques or to carry out new procedures; meetings designed to reduce problems and increase job performance; meetings designed to discuss current concerns, instruction, and/or training methods.

Convention/Conference: A formal, education program usually sponsored by a professional organization or individuals and designed to address specific clinical issues, provide practical assistance, address changes within the field, and provide specific training techniques.

Approved Correspondence Course: A course approved by the State Credentialing/Licensing Board.

Attendance: Voluntary attendance at meetings for staff development arising from a staff member's own free will/initiative.

Attendance on Re-certification/Re-licensure: In-house training/or other education events are to be attended unless the staff member is on vacation, ill, or excused by management. Time can be flexed to attend these events.

Involuntary: Mandated attendance at meetings for staff development (related introductory period, required annual trainings and staff meetings).

PROCEDURE:

1. Staff development efforts that include on-boarding, orientation and training programs are provided to all employees.
 - a. In-service programs may be presented to staff as a means of introducing and enhancing administrative, clinical, clerical, and technical changes in the field of mental health and/or chemical dependency.

CATHOLIC CHARITIES SOUTHWESTERN OHIO

POLICIES AND PROCEDURES

PAGE: 2 of 3

2. A training plan is updated on a yearly basis and related to an assessment of staff needs and shall include regular training in issues of cultural sensitivity, de-escalation intervention techniques, and other required safety training.
3. Scheduled in-service training sessions are conveyed to staff via memos, and/or email.
4. Staff feedback about in-service training programs is evaluated annually and is included in the next year's training plan.
 - a. External and internal educational opportunities are made available to professional and administrative staff, if approved by the Chief Operations Officer or their designee.
5. External educational opportunities that staff attend focus on:
 - a. Maintaining current licensure/certification.
 - b. Maintaining proficiency of specific technical knowledge and skills.
 - c. The training plan of the organization.
 - d. The findings of the Performance Improvement Program, and
 - e. Personal professional development.
6. Internal educational opportunities include:
7. Relias Learning which is an internet based training provided to all employees.
8. In-service training events that address therapeutic behavior modification techniques for the population served.
 - a. Procedure for Requesting, Attending, and Reporting External Training Activities:
9. All staff interested in attending training events outside the organization are to contact their supervisor to express interest and are to fill out a request for the funds (if applicable).
10. The supervisor forwards the written requests with his/her approval to the respective program director for approval or disapproval.
11. If request is approved and the staff member requires time off, a formal request through Time On Demand must be submitted by the staff person and approved by their supervisor prior to training attendance. In the event that the staff person does not have enough banked time off, is under a Work Improvement Notice, is significantly below productivity for the month prior to the requested training, or the training is deemed irrelevant to the work they do at the agency, the request may be denied.
12. Time off requests for the purpose of training will be considered for full-time employees only. If part-time or contract staff desire time off for training, they may coordinate training while not working or collaborate with supervisor to flex their schedule to meet the training need.

CATHOLIC CHARITIES SOUTHWESTERN OHIO

POLICIES AND PROCEDURES

PAGE: 3 of 3

13. All licensed staff are responsible for an annual training log submission to their clinical supervisor and Human Resources. This training log will become part of their personnel files. Training logs are due on staff's anniversary date, and will correspond with annual performance reviews. All Relias Learning related education will be tracked electronically, and staff may attach a printout of their attendance record to their annual training log.
14. The Human Resource Department maintains a list of attendance at outside training events in order to have a record of internal resources.
15. All licensed staff are responsible for securing required training hours for licensure maintenance. Catholic Charities Southwestern Ohio is committed to providing training opportunities whenever possible to increase workforce competency.
15. Additional continuing education hours may be accessed, free of charge, by using E-Based Academy www.ebasedacademy.org

1.3 Employee Qualifications

1. Education and training: Staff will have education and licensure commensurate with responsibilities and programmatic licensing criteria.

All required information will be made available upon request and prior to contacting process.

Please refer to Policy Staff Development on Page 30

1.3 Employee Qualifications

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.

If granted the contract, HCJFS will have rights to verify job applications of designated staff who would be directly working on the HCJFS account.

Please refer to Page 1 of Policy "Recruitment and Selection – Equal Opportunity Employer" (p.35 of this document)

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.

Please refer to Page 2 of "Recruitment and Selection – Equal Opportunity Employer" (p.36 of this document)

CATHOLIC CHARITIES SOUTHWESTERN OHIO

POLICIES AND PROCEDURES

TITLE: Recruitment and Selection – Equal Opportunity Employer

NUMBER: I.D.3 HR 3

PAGE: 1 of 2

ORIGIN DATE: 08/04/13

REVISION DATE: 04/08/15

POLICY: Catholic Charities Southwestern Ohio is dedicated to providing equal employment and advancement opportunities to all individuals. Employment decisions at CCSWO will be based on merit, qualifications and abilities. Equal employment opportunity is not only good practice - it's the law and applies to all areas of employment, including recruitment, selection, hiring, training, transfer, promotion and demotion, layoff and recall, termination, compensation and benefits.

PROCEDURE:

1. As an equal opportunity employer, CCSWO does not discriminate in its employment decisions on the basis of race, religion, color, national origin, sex or pregnancy, age, disability, veteran or military status, genetic information or any other basis that would be in violation of any applicable federal, state or local law. Furthermore, CCSWO will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship.
2. Any employees with questions or concerns about any type of discrimination in the workplace should bring these issues to the attention of their immediate supervisor or Human Resources. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.
3. Available positions are posted at all office locations. The position an individual applies for and the information he/she gives during the interview process will determine which contingencies may apply to an offer of employment. All employees applying for any position with CCSWO will be subject to reference checks with former employer and/or managers. Unless required by law, reference checks will not be shared with the potential employee. **Individuals who claim to possess certain educational credentials, either in writing or in an interview, are subject to verification.** Final candidates for a particular job are given the opportunity to speak with currently-employed personnel.
4. **Any individual offered a position that has responsibility for initiating or affecting financial transactions may be required to submit to a credit check.** These responsibilities could include among other things, collecting or handling cash or checks, writing checks or approving them, access to a direct money stream or being a fiduciary to the organization.
5. Any potential employees who will be driving an organization vehicle or driving their personal vehicles on organization business more than 5,000 miles each year will be subject to an inspection of their Motor Vehicle Records annually. Depending on job requirements, some employees may have to comply with the Department of Transportation requirements for a

CATHOLIC CHARITIES SOUTHWESTERN OHIO

POLICIES AND PROCEDURES

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commercial Driver's License. All employees are subject to drug/alcohol testing and a criminal background check prior to hiring. Only individuals in Human Resources, who are authorized to do so, may initiate or receive a criminal background check.

6. Information gained from any of the above background checks will be held in confidence and shared with management individuals only on a need-to-know basis.
7. CCSWO, as an equal opportunity employer, is committed to employing persons without regard to citizenship, ethnic background or place of national origin.
8. Federal regulations require CCSWO to comply with the Immigration Reform and Control Act of 1986. All new employees must complete an I-9 form and provide proof of their identity and ability to work in this country. Human Resources is responsible for obtaining the completed I-9 form and verifying the eligibility to work in the United States. Employees will be expected to complete the I-9 form during their first three (3) days of work. If a new employee is unable to provide the necessary documentation within this three (3) working days period from the date of hire, he or she must provide proof that he or she has applied for the required documents. If this proof is not provided, the employee will be terminated.
9. Additionally, any employee younger than eighteen (18) years of age will be required to present proof of age and schooling certification required by state or federal law.
10. The responsibility for orientation rests with an employee's supervisor in consultation with Human Resources. The orientation program should be completed within the first six weeks of employment. The employee is required to complete the VIRTUS Orientation to the Decree on Child Protection either prior to or within one week of employment and before contact with children. The employee shall spend time in a carefully planned orientation program during which they will become familiar with the specific duties and responsibilities required in your position. Employees are given a written job description at time of hire. In addition, supervisors are responsible for all job training. Supervisors should ensure that they talk often with new employees during the first few weeks of their employment.
11. Human Resources will be responsible for providing new employees with an overview of the organization's policies, procedures and benefits. The employee will also receive an employee handbook and will be given an opportunity to ask questions about any information contained in the employee handbook.
12. Hiring records are kept according to legal requirements.

4. Vendor will not transport Customers.

A. All completed and documented checks shall be maintained in the employee file.

CCSWOH and its department AccuracyNow maintains all completed and documented checks in the employee file.

Independent Contractor Procedures

Definitions

Employee: An individual in an employment situation in which the employer has the right to control and direct the individual with regard to the result to be accomplished and the process by which the result is accomplished.

Independent contractors: Individuals who render a service and meet contractor conditions established by the IRS. They typically have a separate workplace, are not supervised, and have a particular set of skills not available elsewhere within the organization. They are not entitled to employee benefits, are not covered by workers' compensation, and their pay is usually not subject to income tax withholding.

Classification Factors

A worker is an employee, not an independent contractor, if an employer/employee relationship exists. Such a relationship exists if CCSWOH has the right to direct and control the worker, both as to the final results and the details of when, where, and how the work is to be done.

The IRS provides 20 common law factors that it takes into account in deciding whether an employer's control over an individual is sufficient to establish an employer/employee relationship. These factors are:

More indicative of employee status:

- **Instructions.** A person who is required to comply with instructions as to when and where, or how he/she is to work is generally an employee.
- **Training.** If the worker is required to receive training to learn how to do the work, an employment relationship is likely.
- **Integration.** The more the worker is integrated into the business operations, the more likely he/she is an employee. The integration of a worker's services into the operation of a department or office, to such an extent that the success or continuation of the operation depends to an appreciable degree on the performance of the service, indicates an employer-employee relationship.
- **Services rendered personally.** If the worker provides services that must be rendered personally, this indicates that the worker is an employee. If the University is interested in who does the job as well as in getting the job done, it indicates interest in the methods used as well as the results of the services. This implies an employer-employee relationship.
- **Hiring, supervising and paying assistants.** If the worker is responsible for his/her assistants, this is indicative of independent contractor status. If the worker hires, supervises and pays assistants for the University, the indication is that the worker is an employee.
- **Continuing relationship.** A continuing relationship together with work that is of a recurring nature suggests employment. If there is a continuing working relationship, the

worker is probably an employee, even if the services are performed at irregular intervals, on a part-time basis, or over a short term.

- Set hours of work. If hours of work are established by the University, this tends to indicate employment.
- Full time required. An independent contractor has more freedom as to when and for whom he/she will work. If an individual works full-time for the University, the worker would probably be an employee.
- Doing work on business premises. If this is required, it suggests control by the employer, and therefore an employment relationship.
- Order and priority of work assignments. The more this is controlled for, instead of by, the worker, the more employment is suggested. If the individual is required to perform the work in a particular sequence, the person would generally be considered an employee.
- Reporting. The more the worker must report, and the greater the control of those supervising the worker, the higher the probability of employment.
- Payment by time, not job. Independent contractors are more often paid by the job. If the worker received payments of regular amounts at set intervals, it is likely there is an employer-employee relationship.
- Payment of traveling expenses. If the University is making payments to the worker for business and/or traveling expenses, the worker would probably be considered an employee.
- Furnishing tools. Independent contractors more often furnish their own tools and materials. An employer-employee relationship would probably exist if the worker relied on the University to furnish tools, materials and the like.
- Right to terminate. If the worker can terminate services without liability, this indicates an employment relationship.

More indicative of independent contractor status:

- Investment. Independent contractors more often invest in facilities that are used in performing services.
- Realization of profit or loss. A worker who can realize a profit or loss from his/her services is generally an independent contractor. An employee is not normally in such a position.
- Working for more than one firm at a time. An independent contractor will often perform services for more than one client at a time.
- Making service available to public. This indicates the worker's status as an independent contractor.
- Right to discharge. An independent contractor cannot be fired without liability so long as he/she produces a result that meets contract specifications.
- [Finance](#) is primarily responsible for payments to non-employees.

Procedure

It is CCSWOH's policy that individuals will be considered independent contractors only if they meet the following conditions:

The individual/business to perform services: Contractor Employee

1. is engaged in an independently established trade, occupation, profession or business that makes the same services available to other clients and businesses on a regular or consistent basis. YES NO
2. is not a current employee of the CCSWOH; and was not an employee in the last six months providing a related service. YES NO
3. is providing services which are not similar to those currently being provided or which can be provided by any CCSWOH employee(s). YES NO
4. is providing services, which are not performed on a full time, regularly, occurring or continuing basis at the CCSWOH. YES NO
5. is free from the CCSWOH's control or direction in the performance of the service. CCSWOH has the right to control only the outcome, while the individual will be responsible for determining means and methods used to perform services. YES NO
6. is paid on the basis of a completed project or on a basis consistent with other independent contractors in the same trade, occupation, profession or business. YES NO
7. will set priorities on the amount of effort and hours of work, to accomplish the required services within a stated time frame. YES NO
8. is responsible for furnishing the knowledge, space, supplies, equipment and/or tools necessary to perform the service, responsible for covering the expenses associated with the service, and entitled to the resulting profit or loss. YES NO
9. will receive no training, supervision, or instruction from CCSWOH, other than conveying the scope of service desired. YES NO

Although most workers can be properly classified based on the above prerequisites, there are some situations in which all of these conditions are not met, or the correct classification is not readily apparent. In these cases it will be necessary to further review the nature of the arrangement. This review involves evaluating many different aspects of both the worker and the work to be performed, which when taken as a whole, will determine the correct classification of the worker.

The penalties for incorrectly classifying employees as independent contractors are significant. If a worker paid as independent contractor is reclassified by the IRS as an employee, CCSWOH will be liable for the amount of the federal income taxes it failed to withhold, together with both

the employer's and employee's share of FICA taxes associated with that employee's compensation.

Departments are responsible for making an initial assessment of the employment status of individuals they hire; departments are encouraged to contact Human Resource Services with specific questions prior to finalizing arrangements with the individual. If an employer/employee relationship is found to exist between the worker and the CCSWOH, the worker must be considered an employee, and payments for services are handled through the payroll system with applicable taxes withheld. If the individual is an independent contractor, payments for services are handled through Finance.

Once Independent Contractor status has been confirmed, the individual department will draft the contract for signature, as well as require the contractor to complete W-9 form. The contract must have specific start and end dates for services. The completed W-9 form will be submitted to finance. The individual departments will serve as the main contact for each Independent Contractor should they have any questions.

Guidelines to Use When Hiring an Independent Contractor

- Do not establish a work schedule.
- Do not provide office space or training.
- Do not furnish tools and materials.
- Do not require the independent contractor to provide regular verbal or written reports.
- Payment for the assignment should be based generally on one fee for performing the service rather than by the hours spent on that assignment.
- The independent contractor may need to provide proof of liability coverage.
- Incidentals such as travel, meals, and materials should be included in the fee, or should be stated, for example, "as not to exceed ten percent of the fee." Any other arrangements for reimbursement of travel or other expenses must be reviewed in advance with the Finance Department and should be specified in the agreement as well; otherwise CCSWOH will not be liable for travel expenses.
- Do not include an independent contractor's name in the CCSWOH telephone directory
- Be mindful that independent contractors who earn more than \$10,000 a year from a single employer and who do not perform services for any other employer are likely to be considered employees by the Internal Revenue Service.
- Ongoing review of Independent Contractor Status
- All contracts should be reviewed annually by department management to ensure the term of the contract are still valid.
- Independent Contractors should be directed to the Finance department to update any of their personal or payment information.

The hiring of an independent contractor or consultant should be based upon a selection process that attempts to secure the most qualified individual for the assignment. Compensation

should be appropriate for the type of advice or service provided and should reflect the skills and qualifications of the individual selected to perform the service.

In cases where workers do not meet the independent contractor conditions established by the IRS, an employee/employer relationship is presumed to exist, and these individuals must be paid for their services through CCSWOH's payroll system. If it is determined that an individual is correctly classified as a non-employee, then the person may be paid through Finance, provided all of the other documentation requirements are met.

2.3 Cost Considerations

D. The costs presented in the proposal are based on the agency internal costs for both direct interpreter expenses and program overhead. Costs included are salaries, benefits, and fringe expenses of program employees, allowable occupancy and equipment costs, along with overhead. No unallowable costs as listed in the RFP are included in the hourly cost included in attachment C of this proposal.

The costs presented in this proposal are the rates reserved for nonprofits, schools, and government agencies. The variance in rates represent the additional program costs associated with non-emergency and non-emergency weekend hours. The telephone per minute rate is the direct cost to the program including the allowable overhead costs.

CATHOLIC CHARITIES SOUTHWESTERN OHIO

Independent Contractor Procedure

TITLE: Client Privacy/Confidentiality

PROCEDURE:

1. Privacy.
 - a. The privacy of clients is maintained in day-to-day activities by such means as, but not limited to:
 - i. Private offices for one-on-one interviews.
 - ii. Privacy when clients use toilet facilities.
 - iii. Fellow clients and families being informed of the confidentiality of information that is shared in groups.
 - iv. Staff being aware of clients' need for privacy and this relating to personal dignity.
2. Confidentiality.
 - a. Upon intake, the client is informed in writing of his/her rights as a client and of the organization's policy on confidentiality.
 - b. Client records are to be kept in a locked room, or locked file cabinet, which is locked during non-business hours.
 - c. All client records, data, information, and other documents produced or acquired during the performance of independent contractor duties are property of CCSWOH.
 - d. Client records are accessible only to those with proper authorization or with absolute need for such information.
 - e. Upon termination or expiration of independent contractor agreement, the Independent Contractor shall deliver all records, data, information, and other documents produced or acquired during the performance of their agreement and all copies thereof to CCSWO. Such material shall remain property of CCSWO.

FACE TO FACE INTERPRETATION SERVICES

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	American Sign Language - All hours
AKAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ALBANIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
AMHARIC	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ARABIC	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ARMENIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ASSYRIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
BAMBARA	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
BASQUE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
BOSNIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
BURMESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
BULGARIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
CANTONESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
CATALAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
CHICHEWA	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
CREOLE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
CROATIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
CZECH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
DANISH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
DARI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
DUTCH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ESTONIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
EWE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
FANTA	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
FARSI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
FIJIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
FINNISH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
FLEMISH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
FRENCH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
FUKIENESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
FULANI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
GAELIC	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
GERMAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
GREEK	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
GUJARATI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
HAITIAN CREOLE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
HEBREW	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
HINDI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
HMONG	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
HUNGARIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00

FACE TO FACE INTERPRETATION SERVICES

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IGBO	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ICELANDIC	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ILOCANO	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
INDONESIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ITALIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
JAPANESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
KHMER	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
KOREAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
KURDISH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
KURUNDI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
LAO	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
LAOTIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
LATVIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
LITHUANIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
MACEDONIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
MALAYALAM	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
MAM (GUATEMALA & MEXICO)	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
MANDARIN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
MANDINGO	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
MIEN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
MON	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
MONGOLIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
NAVAJO	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
NEPALI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
NORWEGIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
OROMIFFA	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
PASHTO	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
POLISH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
PORTUGESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
PORTUGESE CREOLE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
PULAR	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
PUNJABI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ROMANIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
RUSSIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SANGO	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SAMOAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SERBIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SERBO CROATION	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SHANGHAI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00

FACE TO FACE INTERPRETATION SERVICES

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SINHALESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SLOVAK	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SLOVENIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SOMALI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SONEIKE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SPANISH	\$36.00	\$40.00	\$40.00	\$40.00	\$45.00
SWAHILI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SWEDISH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
TAGALOG	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
TAIWANESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
TAISHANESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
TAMIL	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
THAI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
TIGRINYA	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
TONGAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
TURKISH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
TWI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
UDO	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
UKANIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
URDU	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
VIETNAMESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
WOLOF	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
YIDDISH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
YORUBA	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
YUGOSLAVIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ZULU	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
OTHER LANGUAGES	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00



July 19, 2021

Dear Hamilton County Job and Family Services team,

I am writing to recommend the services of AccuracyNow Language Services, a program of Catholic Charities Southwestern Ohio. Since 2018, AccuracyNow has been providing Mercy Health – Fairfield Hospital face-to-face and remote interpreting services to help our staff deliver better care and medical services to our limited English proficiency patients.

Their expertise, quality of service, and in-depth understanding of our patients' needs have proven to be extremely important. These qualities, plus the fact that their profits support other Catholic Charities programs that serve local vulnerable populations, means that our partnership with AccuracyNow truly makes an impact in our community.

I feel confident in recommending AccuracyNow Language Services to provide Hamilton County Job and Family Services with exemplary interpreting and translation services, now and in the future.

If you have any further questions, please feel free to contact me.

Regards,

A handwritten signature in blue ink, appearing to read "Elizabeth Mohr".

Elizabeth Mohr
Hospital CFO

Mercy Health
Fairfield Hospital
3000 Mack Road
Fairfield, Ohio 45014

513-603-8995 Office
513-870-7065 Fax
eamohr@mercy.com

Mark Byron Lawson, Esq.
President/ CEO
Chandra Matthews-Smith
Board Chair

July 16, 2021

VIA ELECTRONIC MAIL ONLY

Email: jnine@ccswoh.org

José Nine, Director
Quality and Innovation
Catholic Charities SW Ohio
7162 Reading Road, Suite 610
Cincinnati, OH 45237

Dear Hamilton County Job and Family Services team,

I am writing to recommend the services of AccuracyNow Language Services, a program of Catholic Charities Southwestern Ohio. AccuracyNow has been providing quality interpreting services to the Community Action Agency. We are currently using their in-person interpretation services to communicate with our clients who are in need of our services. Their interpreters are reliable, professional and understanding of the community that CAA services.

Their expertise, quality of service, and in-depth understanding of our clients have proven to be extremely important in assisting us serve clients with limited English proficiency. These qualities, plus the fact that their profits fund social action programs at Catholic Charities, make our relationship one based in similar values, serving those in need.

I feel confident in recommending AccuracyNow Language Services to provide Hamilton County Job and Family Services with interpreting and translation services.

Please feel free to contact me if you need more information. I can be reached by email at mLawson@cincy-cao.org or by phone at 513-254-6578.

Sincerely,



Mark Lawson
President/CEO
Community Action Agency

MBL:cfc

Dear Hamilton County Job and Family Services team,

I am writing to recommend the services of AccuracyNow Language Services, a program of Catholic Charities Southwestern Ohio. For the past 2 years, AccuracyNow has been providing the Butler Behavioral Health interpreting services.

Their expertise, quality of service, and in-depth understanding of our clients have proven to be extremely important in assisting us serve individuals and families with limited English proficiency. These qualities, plus the fact that their profits fund social action programs at Catholic Charities, make our relationship one based in similar values, serving those in need.

I feel confident in recommending AccuracyNow Language Services to provide Hamilton County Job and Family Services with interpreting and translation services.

If you have any further questions, please feel free to contact me.

Regards,

Trevor Goodall

Vice President of Operations



07/22/2021

Section 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
 - a. CEO – Tony Stieritz
 - b. CFO – Ross Hallman
 - c. HR Director – Jill Frazer
 - d. AccuracyNow Director – Liz Main
 - e. AccuracyNow HCJFS Account Representative – Yuliya Fieno
 - f. AccuracyNow Interpreters Scheduler – Sarsawati Chhetri
 - g. AccuracyNow Office Coordinator – Florence McCray

Chief Executive Officer

OBJECTIVE: *To offer my strong leadership, organizational and relational skills to advance the mission of a Catholic institution that empowers poor and vulnerable populations.*

PROFESSIONAL EXPERIENCE

Director, Archdiocese of Cincinnati Catholic Social Action Office *October 2004 – Present*

- Directed staff of 6 to oversee social justice education, organization and support for parish social action ministries, public advocacy, and administration of the Catholic Campaign for Human Development (CCHD) and Catholic Relief Services (CRS) throughout 19 counties of the Archdiocese.
- Advised the Archbishop of Cincinnati on myriad social justice concerns, including drafting official position statements and pastoral addresses on such topics.
- Administered CCHD annual collection and grant allocations - \$250,000 to \$400,000 per year.
- Facilitated the introduction of CCHD National Strategic Grant program on reentry to Cincinnati.
- Organized and trained parishioners for on-going, effective ministries on social concerns, including poverty, reentry for incarcerated persons, immigration reform, environment, respect life, religious liberty, death penalty, rural life, racism, and global solidarity and peace.
- Advocated on behalf of the Archdiocese with federal, state and local public policymakers and corporate representatives on such issues.
- Created and maintained extensive, collaborative networks of social action ministries among Archdiocesan parishes and affiliated Catholic organizations.
- Organized multiple conferences and activities on Catholic Social Teaching-related topics.
- Presented regularly to diverse audiences on Catholic Social Teaching-related concerns.
- Served as the initial contact for the Archdiocese on public matters of ecumenical and interfaith relations, including representing the Archdiocese for the Ohio Council of Churches, the Metropolitan Area Religious Coalition of Cincinnati, and various, ad hoc interfaith issue campaigns.

Related Leadership Responsibilities and Public Engagements:

- U.S. Conference of Catholic Bishops, CCHD Subcommittee: Consultant to bishops, 2010-14
- Catholic Conference of Ohio, Social Concerns Committee: Chair
- Roundtable Association of Catholic Social Action Directors: Board member, 2006-12
- Ohio Council of Churches: Judicatory board member
- Presentations on numerous national- and state-level panels for best practices for parish social ministry, CCHD, CRS, Ohio Catholic Education Association
- Archdiocesan Human Resources Policy Review Committee, elected 2016 - Present
- City of Cincinnati, Environmental Advisory Council, 2016 – Present
- Cincinnati Compass Advisory Board, 2018
- City of Cincinnati Green Plan Steering Committee, 2017-18
- City of Cincinnati, Community Development Advisory Board, 2005-08
- Archdiocesan spokesperson and op-ed writer to various media, including *The New York Times*, *The Cincinnati Enquirer*, *The Dayton Daily News*, various Catholic publications, local TV stations, local NPR affiliates, and BBC America Radio

Community Organizer, Working In Neighborhoods, Inc. *2001-2004*

- Organized residents in Greater Cincinnati low-income neighborhoods to identify local issues of concern, receive leadership and advocacy training, and take action to improve communities.
- Advanced campaigns to win agreements with national mortgage companies to respond to families in

foreclosure by protecting over \$1 million in home assets through loan remodifications.

- Researched and published only report in the region tracking emerging foreclosure crisis.

Intern, Xavier University Peace and Justice Program (Americorps VISTA) 2000-2001

- Assisted student clubs in carrying out effective peace and justice programs.
- Designed and led service learning field experiences for students.
- Researched and published university manual to connect students with service experiences in surrounding neighborhoods.

Jesuit Volunteer Corps, Montana Association of Churches 1999-2000

- Promoted unity among 9 member judicatories.
- Facilitated ecumenical forums for people of faith concerning economic justice, environmental justice, and the death penalty.
- Wrote editorials for Catholic diocesan publications and Montana city papers.

EDUCATION

Masters of Theology in progress, Xavier University

Bachelor of Arts in English, Xavier University, *Summa cum laude* 1995-1999

- Valedictory candidate
- Minors: Peace Studies; French
- Diplome, Université de Paris Sorbonne, 1997

Salutatorian, Carroll High School 1991-1995

- Patriot Award and Scholar-Athlete Award

ADDITIONAL SKILLS AND TRAINING

- “From Mission to Service: A Program on Mission-based Leadership and Organization Development,” Catholic Charities USA and University of Notre Dame, 2013
- Proficient in most Microsoft Office programs
- Powerpoint presentations and flier design
- Word Press and Facebook
- Intermediate competency in Spanish and French

HONORS AND RECOGNITIONS

- Su Casa Hispanic Center Mother Cabrini Award to Catholic Social Action Immigration Task Force, 2016
- “Five Green Thinkers to Watch,” *Being Green: Cincinnati's Ultimate Green Guide*, 2013
- Carroll High School National Honors Society Induction Ceremony Keynote Speaker, 2012
- Black Belt, Cincinnati Tackwondo Center and Oriental Martial Arts College, 2008
- Carroll High School Student Honor Awards Keynote Speaker, 2007
- “Man for Others,” Xavier University Alumni Magazine, 2005
- U.S. Conference of Catholic Bishops' Cardinal Bernardin New Leadership Award Finalist, 2004
- “Everyday Evangelist,” *The Catholic Telegraph*, 2002

References available upon request.

Writing samples also available upon request.

Chief Financial Officer

EMPLOYMENT

Financial Analyst **Professional Credential Services, Inc.** **Jun 2011 - Current**

- Designed the general ledger reporting structure and implemented the new financial reporting system.
- Implemented internal controls for all cash receipt activities.
- Perform all the company's accounting duties including the recording of all cash receipts, payroll entries, and month-end entries in accordance with GAAP.
- Prepare monthly consolidated financial statements and present to upper management.
- Reconcile monthly all bank accounts along with the receivable and liability general ledger accounts.
- Prepare all non-payroll related tax filings and manage all corporate governance.
- Monitor daily cash activities and maintain rolling twelve-month cash flow forecast.
- Analyze budget variances and prepare monthly variance reports.
- Assist in the annual budget planning and preparation
- Consistently recognized for producing financial statement which receive unmodified audit opinions.

National Association of State Boards of Accountancy

Staff Accountant **Aug 2007 – Jun 2011**

- Recorded all cash receipts and accounts receivable revenue.
- Performed monthly bank account reconciliations and prepared and posted entries for month-end closing.
- Maintained fixed asset tracking software
- Monitored and maintained departmental expense allocations

Tennessee Valley Authority/Paradise Fossil Plant

Financial Representative (Contract) **Feb 2007 – Aug 2007**

- Performed general forecasting analysis, ensured the accuracy of the data, and reported data to the departmental managers for their decision making.
- Analyzed forecast and budget variances over specific time periods to report on variance drivers.
- Monitored Served as the finance point of contact for the plant operations and maintenance divisions as well as corporate financial upper management.
- Tracked and monitored project capital spending and worked with project leads to develop accurate forecasts to determine impact on the departmental budget assumptions

Tennessee Valley Authority/Corporate Office

Intern / Contract Employee **Jan 2005 – Dec 2005**

- Monitored, analyzed, and reported monthly forecast and budget variance analysis.
- Worked with project partners to evaluate actual vs. forecasted costs for the multiple ongoing projects and report analysis to upper management.
- Used database management programs for variance analysis to identify trends, inconsistencies, and to develop forecast assumptions.

EDUCATION

Middle Tennessee State University **Dec 2005**

- Masters of Business Administration: Finance (AACSB accredited) GPA: 3:36/4.0

Murray State University **Aug 2000**

- Bachelor of Science in Business: Area Finance (AACSB accredited)

OTHER

-
- Excellent PC skills including Windows and Microsoft Office suite. Advanced Excel user.
 - Experienced with i5 (AS400), Oracle's G/L Integrated Business Systems, and Quickbooks.
 - Have completed the accounting hours required for eligibility to sit for the CPA examination.

Director, AccuracyNow Language Services

As a native Colombian and a professional with multiple years of experience in an international work environment, I have a high level of cultural awareness and sensitivity complemented by excellent fluency – both verbal and written – in Spanish and English. I am an exceptional interpreter and communicator with very good social and problem-solving skills complemented by a high level of integrity.

Objective

Seeking an opportunity as a bilingual education and medical services interpreter in order to use my community interpreting and health and lifestyle experience to support and educate the Latin community in Cincinnati.

Core qualifications and competencies:

- High level of social consciousness, actively involved in volunteer work with Habitat for Humanity and Live United
- Preferred interpreter for Bethesda North Perinatal Clinic, Hamilton County TB Clinic, Princeton High School and Saint Joseph Orphanage
- Experience working with health and education service providers assisting families from different cultures and social backgrounds
- Able to clearly understand and interpret complex terminologies in the following industries: Medical, Health, Lifestyle and Education.

Professional Experience:

ALS, Vocalink Language Services & G2L Language Solutions, Cincinnati, OH
Qualified Community Interpreter - Spanish

Jun. 2015 – Present

Leadership and Management

- Participated in community health fairs for the benefit of the LEP Hispanic population
- Identified areas of improvement and assisted in implementing a more efficient solution for the interpreter scheduling system

Responsibilities:

Medical:

- Recognize the complexity of the clinical encounter and the added factor of linguistic barrier by identifying cues from encounter participants regarding level of understanding and/or need for clarification
- Serve as a cultural and linguistic resource for both patients and medical staff to ensure clear and successful communication

Education:

- Provide accurate interpretation for LEP students from 1st to 12th grade during Ohio State testing periods
- Assist Spanish speaking parents during teacher parents conference, IEP and early intervention meetings

Social:

- Accompany social and case workers personnel during home visits
- Explain information requirements and provide help filling up job applications for Hispanic community members at job fairs
- Assist Hispanic families during open school and Obamacare enrollment periods

Director, Quality and Innovation

EXPERIENCE

2015 – Present

UNIVERSITY OF CINCINNATI ANNUAL ADJUNCT PROFESSOR

- Annual Adjunct Marketing professor at UC Clermont, Business Law and Technology program
- Courses taught:
 - Intro to Marketing
 - Intro to Business
 - Digital Marketing
 - Fundamentals of Personal Selling
 - Business Law and Technology program Capstone
- Certified Quality Matters Online Professor
- Completed the Adult Learning Institute Training - Ohio Department of Education and the University of Cincinnati

2019 – Present

CATHOLIC CHARITIES DIRECTOR OF INNOVATION AND QUALITY

- Conduct feasibility analyses for all Agency programs
- Develop and implement key performance indicators for each program
- Create Performance Dashboard integrating Salesforce trackers
- Design and launched two new social enterprises: AccuracyNow (interpreting services unit) and Mental Health Services

2010 – 2019 (retired from corporate) SYNCHRONY (FORMERLY GE CAPITAL) VP/MARKETING AND INNOVATION

- Led Retail Card's Business Innovation and Marketing teams
- Designed & implement three new card digital networks
- Developed and launched the Pivot+ credit card network pilot for consumers (285,000 potential participating merchants)
- Led a cross-functional team of 12 professionals including IT, Compliance, Risk, Marketing, Sales, Credit, Finance, Fraud, Operations, and Collections
- Developed ecommerce-driven consumer campaign on behalf of 235,000 stores
- Designed and implemented an onsite college education program for high-potential non-exempts funded by HR's tuition reimbursement benefit

2008 -2010

FIFTH THIRD BANK VP/MARKETING- BUSINESS BANKING

- Designed and implemented B-2-B and B-2-C marketing programs for small business and middle market segments
- Established marketing B-2-B program for Small Business Bankers in 1,300 branches generating over 88% growth in new business originations
- Launched a new collateral platform across all Business Banking
- Developed branch-centric Business Banking merchandising campaign
- Built benchmark and competitive research platform for product development and pricing
- Launched direct marketing effort for retention, cross-sell and new customer acquisition

2006-2008

WACHOVIA VP/ CORP. MARKETING DIRECTOR – RETAIL BANK

- Designed and implemented direct marketing programs (mail, email, online) that generated a home loan volume of \$71.5B
- Launched the first Wachovia Mortgage Academy for branch personnel and community (1,623 graduates in three years)
- Launched and supervised wholesale marketing acquisitions efforts that generated a loan volume of \$6.0B
- Implemented Collections/Loss Mitigations marketing communications program that increased loan curing by 17% in the first 30 days
- Created and implemented the first-ever Direct Response TV (DRTV) advertising program at Wachovia generating a loan volume of \$1.2B
- Established ROI-driven field marketing and retail sales programs targeting consumers and B-2-B generating a loan volume of \$1.3B
- Hired, trained, and led team of 16 marketing professionals and an annual marketing budget of \$34.5MM

2003-2006

**MBNA (BANK OF AMERICA)
VP, CONSUMER MARKETING**

- Launched direct marketing programs delivering an 89% market share growth (YOY) in key US markets
- Designed direct marketing programs targeting small business owners generating a loan volume of \$2.3B
- Established a retail product distribution network for new products introduction
- Oversaw all Hispanic community relations and government relations efforts in California, Texas, New York, Florida, Illinois, and Puerto Rico
- Designated spokesperson for national multi-cultural issues related to business units

2000-2003

**CAPITAL ONE
VP/GM, EMERGING MARKETS AND MARKETING**

- Managed the Emerging Markets Line of Business team with a budget of \$83 MM and 350 employees
- Grew the card portfolio from 90,000 (2000) to over 2,500,000 customers (2003) breaking even in 11 months
- Launched and supervised new product development efforts into non-card categories (auto finance, money transfer)
- Developed lifecycle marketing campaigns targeting using direct mail, online and broadcast advertising
- Launched Hispanic brand advertising supporting implementation of *"What's in your wallet"* campaign

JOSE NINE

PAGE 2

1996-2000

**POPULAR BANK, NORTH AMERICA
SVP, Marketing and Corporate Affairs**

- Launched the first-ever national mortgage and credit card marketing campaigns with an ROI of over 132% YOY
- Implemented retail (consumer lending products) marketing programs for over 250 branches and financial services centers
- Established marketing program for Popular Cash Express, the first national wholly-owned check cashing division, achieving a 28% market share among Hispanic un-banked consumers
- Developed strategic alliances with key grassroots organizations for business expansion into non-Latino urban markets (African-American, Asian-Pacific Islanders)

1984-1996

**HILL AND KNOWLTON GLOBAL PUBLIC RELATIONS
General Manager**

- Established the first H&K office in Latin America growing it from one client to a portfolio of over 45 Fortune 500 companies in 12 countries
- Created regional marketing communications programs for corporate clients like Citibank, Upjohn-Pharmacia, Kodak, Ford Motor Company, Texaco and IBM for Latin America and the Caribbean
- Implemented media relations program for American Express Corporate Card's Latin American (12 countries) regional launch
- Developed and enhanced media relations for companies like AT&T, SmithKline Beecham, and AMEX in Latin America with key business media editors
- Established and supervised the first media training center in Latin America

EDUCATION

- Financial Services Management & Marketing, VISA Executive Program, Harvard Business School
- MA, Business Marketing, Florida State University
- BS, Advertising, University of Puerto Rico

COMMUNITY RELATIONS & SPECIAL INTERESTS

- ProKids Cincinnati – Volunteer Guardian Ad Litem for Children in Hamilton County Juvenile Court
- Su Casa Catholic Charities – Unaccompanied Minors Council Member
- Congressional Hispanic Caucus Institute – Former Advisor
- National Hispanic Caucus of State Legislators – Past Chairman BBA
- US Hispanic Chamber of Commerce – Board of Advisors Former Member

Sales Coordinator

Profile

Proficient in customer service and experienced in B2B marketing and sales, project management, customer engagement and strategies needed to drive sales. Passionate about serving and empowering people and committed to applying my skills and talents to further the agency's mission.

Work Experience

Sales Coordinator, June 2021 – present

AccuracyNow Language Services

- Source new sales opportunities and achieve quotas
- Increase income and revenue by managing and negotiating with clients, generating leads, qualifying prospects and managing sales of services to advance the social cause of the agency
- Develop sales materials for new and existing clients
- Onboard clients in a timely and effective manner
- Assist in the creation implementation of a public relations and community outreach plan to increase awareness of the brand and services
- Analyze competitive landscape, market trends and customer behavior

Administrative Assistant, 2017

Refugee Resettlement Services, CCSWOH

- Provided administrative support to the RRS Director and RRS staff
- Reviewed charts for CQI and chart compliance, reporting the outcomes
- Created reports and dashboards in Salesforce to report the program outcomes
- Administered customer satisfaction surveys and reporting outcomes
- Assisted with planning and coordinating the logistics of RRS special events

Community Interpreter, 2017

Independent Contractor

Provided in-person interpretation to Russian speakers with limited English proficiency in the healthcare setting in the Cincinnati area.

Marketing Specialist, 2007—2012

John Crane-Iskra (Russia)

- Assisted with development and implementation of marketing strategies to support the company sales goals and business
- Developed sales and marketing materials and prepared presentation for prospective customers
- Monitored and analyzing competition, market trends and business growth opportunities
- Planned and organized training and networking events for customers aimed at developing and maintaining strong relationships

Interpreter, translator 2004-2007

John Crane-Iskra (Russia)

Translated company documentation and provided interpretation to non-English speaking staff and clients.

English Language Instructor 2001-2004

Perm State University, Russia

Provided English language instruction, helped develop teaching materials and curriculum.

SKILLS

- Customer service
- Communication Skills
- Marketing and Communication
- Data management, Excel
- Analytical skills
- Process optimization
- Project management

EDUCATION

Higher School of Economics (Perm, Russia) Financial Management, 2008
(diploma—equivalent of bachelor's degree)

Refresher course: Marketing and Advertising, 2007

Perm State University (Perm, Russia) English Language and Literature, 2001
(diploma—equivalent of bachelor's degree)

Recruitment Specialist

To find a permanent full-time position where I can help the company grow with the use of my education, experiences, connections, passion, and dedication. My main goal in life has always been supporting the people in need, and being an excellent interpreter and creating more excellent interpreters have been the great fit to achieve my goal, and I would love to do more of it with this position given.

EXPERIENCE

NOVEMBER 2ND 2020- PRESENT RECRUITMENT SPECILIST

- RECRUIT INTERPRETERS FOR EVERY LANGAUGE
- ASSIST INTERPRETERS WITH THE PROCESS OF COLLECTING DOCUMENTS AND SUMBITING
- COMPLETE INFORMATION SESSION WITH THE INTERPRETERS

APRIL 2019- NOV. 2019

Peer Support Specialist, Bhutanese Community of Cincinnati

- ASSISTED INDIVIDUALS AND FAMILIES IN APPLYING FOR JOBS, OHIO BENEFITS, PERMANENT RESIDENT CARDS, CIVICS APPLICATIONS.
- TAUGHT ESL/CITIZENSHIP CLASSES
- MENTORED YOUTHS AND PARENTS
- ORGANIZE AND MANAGE CLIENT'S DATA AND APPLICATIONS
- SUPPORT CLIENTS TO BE MENTALLY, EMOTIONALLY, PHYSICALLY STABLE.
- HELPED ME UNDERSTAND THE COMMUNITY BETTER AND MAKE CONNECTIONS NOT ONLY WITHIN THE BHUTANESE COMMUNITY BUT ALSO OUTSIDE.

COURT AND HOSPITAL INTERPRETER

COURT: TUCSON, AZ

HOSPITALS: CINCINNATI, OH

This position gave me an opportunity to meet other interpreters, families, and build connections within the community. It also helped me understand what an interpreter needs in order to do the job right, and how the interpreter should be. Helped me understand the clients/patients and their language needs so with the recruiting position, I can develop the strategies and resources that will help the interpreters to continue doing the job right. Helping the interpreters to be better at their job means getting more calls from the hospitals or other places for interpretations.

EDUCATION

MAY 2017

ESL ELEMENTARY EDUCATION, UNIVERSITY OF ARIZONA

Administrative Assistant

SUMMARY

Detailed and highly organized assistant capable of working unsupervised or as a team member in various corporate settings.

HIGHLIGHTS

Administrative Assistant - Assist

- Provide support to the director, scheduling and recruitment team as needed
- Assist with interviews to acquire new office staff formerly setting appointments, phone contact, document management, and interviewing team, now I am on the virtual first interview team I make recommendations and set up files on the applicants
- Interact with organization staff, clients, vendors, visitors and company executives
- Assemble documents and format for use by payroll for new interpreters, and electronically send to payroll
- Assist clients with in-office and email transactions
- Create and generate forms and form letters
- Monitor several office emails and respond as needed
- Scan documents to be used in electronic system filing and sharing
- Send fax and make phone calls on phone or computer
- Answer phone calls and assist with scheduling appointments for interpreters
- Answer phone calls and transfer to appropriate team member
- Attend meetings via Microsoft Teams, Google, and Zoom
- Assist finance department with outstanding invoices

Administrative Assistant - Data

- Work with the transition from Fluency software to Interpreter Intelligent software
- Input and verified data transferred from software to software
- Digitize all paper files and documents the office files are now all electronic
- Edit documents and input information into several databases
- Maintain all data base updates
- Use the office databases, create spreadsheets and reports
- Reformat scanned interpreter files convert and rename for efficient use
- Manage and share files as necessary

Administrative Assistant - Interpreters

- Assist with problem solving and answering questions for interpreters before, during, and after appointments
- Receive all interpreter documents electronically file and update file information
- Request missing documents from recruiter to insure complete interpreter files
- Maintain and disseminate materials needed for instruction and participation by interpreters
- Maintain by edit and update interpreter email database for information sharing to all and by language
- Contact interpreters to notify of issues with being on time or performance at an appointment or congratulations
- Contact interpreters by sending cards for all occasions

Administrative Assistant - Translations

- Over the phone translation request instruct how to send material to be translated
- Email request monitor and facilitate translation process

EXPERIENCE

Catholic Charities of Southwest Ohio - Cincinnati, Ohio Administrative Assistant, 2017 - Present

Power Inspires Progress doing business as Venice on Vine - Cincinnati, Ohio Chef Instructor/Restaurant Manager, 2007 - 2012

Cincinnati State Technical and Community College - Cincinnati, Ohio Assistant Bakery Manager, 2004 - 2007

EDUCATION

Cincinnati State Technical and Community College Culinary Arts, Restaurant Management

ADDITIONAL TRAINING

KnowBe4	One Drive	SharePoint	Microsoft Office
Outlook	Cisco Webex	Sfax	Mental Health First Aid
Relias	Virtus		

Declaration of Property Tax Delinquency
(ORC 5719.042)

I, Ross Hallman, hereby affirm that the Proposing Organization herein, Catholic Charities Southwestern Ohio 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 Ross Hallman Date 7/22/2021

Signature Ross Hallman

State of Ohio - County of Hamilton Notary

Before me, a notary public in and for said County, personally appeared Ross Hallman, 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 Cincinnati, Ohio this 22nd day of July 2021.

Sandra Rene Harrod


SANDRA RENE HARROD
Notary Public, State of Ohio
My Commission Expires 12-12-2024

Catholic Charities of Southwestern Ohio “Ownership” Declaration

The name of the corporation is Catholic Charities of Southwestern Ohio (the “Corporation”). The Corporation was organized as an Ohio nonprofit corporation by the filing of Articles of Incorporation with the Secretary of State of Ohio on February 2, 1924.

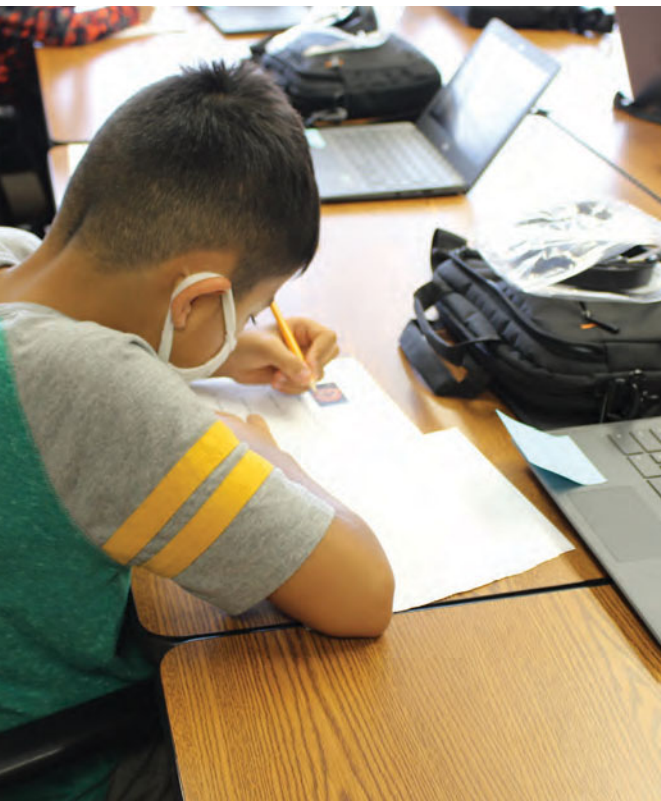
If so required, we can also provide the determination letter from USCCB and the Catholic Directory showing Catholic Charities of Southwestern Ohio as a member.



BEYOND CHARITY:

EMPOWERING

PEOPLE TO THRIVE



2020 ANNUAL REPORT



**Catholic Charities
Southwestern Ohio**

Serve | Enlighten | Empower

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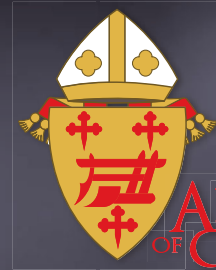
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DEAR FRIENDS



ARCHDIOCESE
OF CINCINNATI
WWW.CATHOLICCINCINNATI.ORG

The year 2020 was difficult for everyone, but the ravages of the pandemic – sickness, unemployment, hunger and isolation – were acutely felt by those in low-income, minority, immigrant, senior and other vulnerable communities. As jobs vanished, the basic material needs of life were no longer affordable to many. And, as social distancing protocols were necessarily implemented, the resulting loss of human interaction led to increased mental, emotional and spiritual struggles.

In Sirach 4:1-10, the prophet tells us that to be God's children, we must be like family to the poor, hungry, widow and orphan, and we must not "keep needy eyes waiting." Hence, even in the midst of our own challenges, the community stepped forward to ensure that delivering hope and accompanying the most vulnerable remained active and effective.

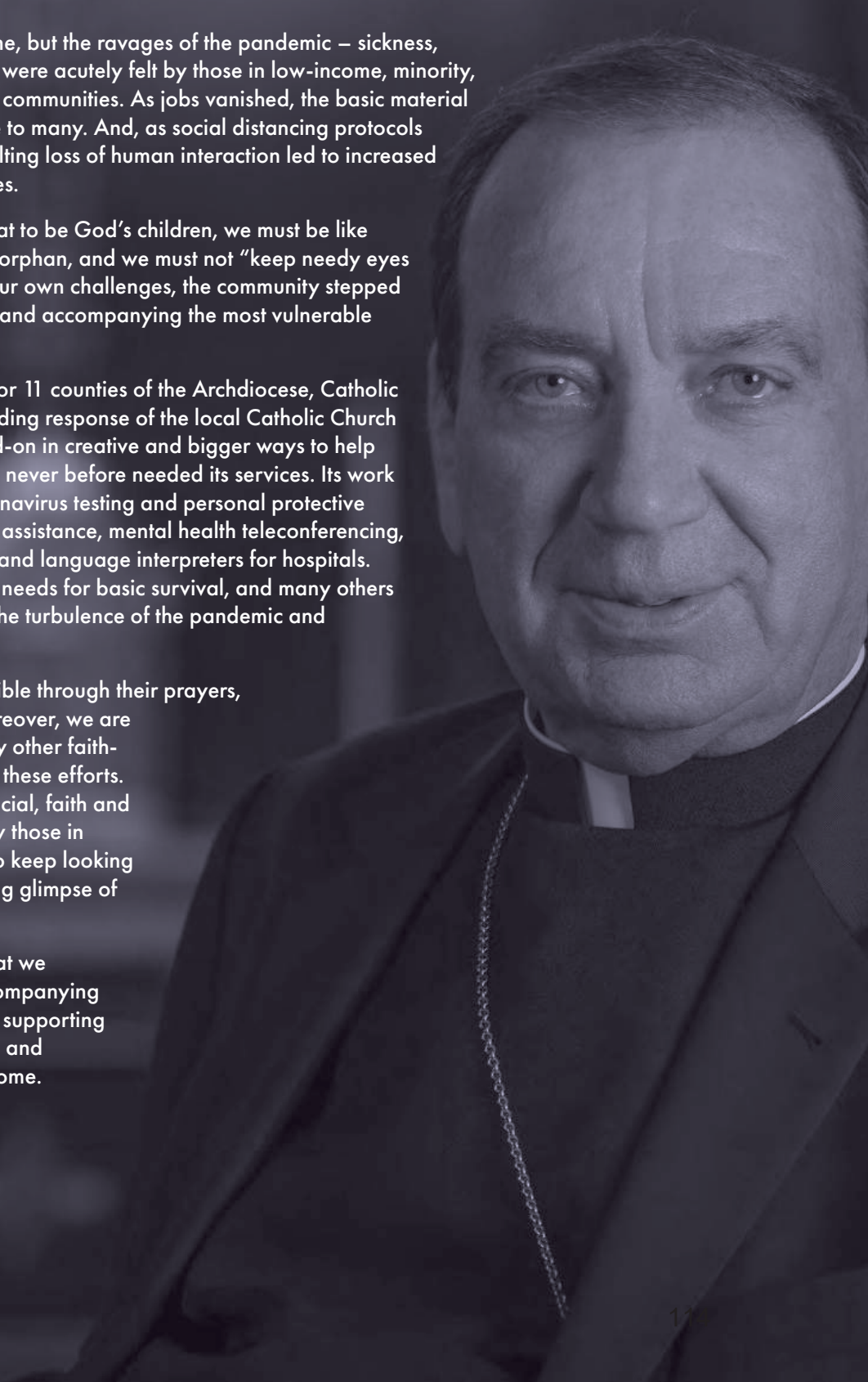
As the official human services agency for 11 counties of the Archdiocese, Catholic Charities Southwestern Ohio was a leading response of the local Catholic Church to the pandemic. It faced the crisis head-on in creative and bigger ways to help those in need, including many who had never before needed its services. Its work included expanded food pantries, coronavirus testing and personal protective equipment distributions, rent and utility assistance, mental health teleconferencing, senior check-ins, support to caregivers and language interpreters for hospitals. Many of these services met emergency needs for basic survival, and many others empowered local families to navigate the turbulence of the pandemic and restore their long-term self-sufficiency.

I am thankful to all who made this possible through their prayers, work, volunteerism and donations. Moreover, we are blessed to have partnered with so many other faith-based and community organizations in these efforts. With all of us uniting across different racial, faith and ideological backgrounds to accompany those in need, we empowered our community to keep looking ahead. We even caught an eye-opening glimpse of our better selves.

As we move forward, it is my prayer that we continue working closely together, accompanying each other through our challenges and supporting Catholic Charities in its mission to serve and empower our community for years to come.

Sincerely yours in Christ,

Most Reverend Dennis M. Schnurr
Archbishop of Cincinnati



FROM THE BOARD & CEO



Tony Stieritz



Joel Handorf

Answering the needs of over 26,000 people in 2020 was nothing short of a team effort. As the pandemic overshadowed our lives beginning in March, our next steps were straightforward: pivot our service delivery model to keep everyone safe; bolster survival services to meet increasing needs; and not give up on empowering clients towards long-term self-sufficiency despite the conditions.

As the year concluded and the crisis continued into 2021, Catholic Charities had fed thousands of families across the region, provided rent and utility assistance

to those experiencing new economic hardships, distributed personal protective equipment and care packages throughout immigrant and minority communities, sponsored coronavirus testing sites, and responded to many other emergency needs. In addition, we transitioned our empowerment-focused services, such as language and parenting education classes, mental health counseling, caregiver support, legal services, and early childhood programs, to engaging virtual formats, so that clients wouldn't fall behind in achieving their goals. Some of these innovations even became local best-practices for service delivery during the crisis. We're also grateful to many of our AccuracyNow language interpreters who felt it their calling to interpret between fearless medical professionals and their non-English-speaking patients who were COVID-positive.

The team that made all this possible came from all sectors of the Catholic Charities organization. They were client families dedicated to health and personal life goals. Flexible and passionate staff transformed how we operate to quickly respond to new client challenges, creatively adapt our regular services, and shift job responsibilities to go wherever needed. Volunteers did likewise, eager to maintain connections with our clients and sometimes coming out to help at a minute's notice. Donors trustingly supported our mission, so that we could conduct this work on their behalf. And, countless other organizations in the community worked hand-in-hand with us to magnify the impact of everyone's contributions.

But don't just take our word for it. This 2020 Annual Report delivers vivid examples of what these clients, employees, volunteers and donors looked like in action as they moved families beyond charity to empowerment. For each of them, you'll see how it wasn't enough for Catholic Charities to help people just survive. Dedicated to realizing the God-given dignity of everyone, they wanted people to thrive.

By reading these inspirational spotlights, we hope you'll better understand the strength of your Catholic Charities team. With the Holy Spirit's guidance and unifying power, we pray that we will always bring hope and healing to any of the challenges of our time.

Gratefully,

Tony Stieritz
CEO

Joel Handorf
Board Chair

BE A PART OF OUR COMMUNITY

Join our community of solidarity with your time, donations and prayerful support.

PRAY FOR US

We appreciate your prayers as we work tirelessly to serve our brothers and sisters of all faiths across Southwestern Ohio.



GIVE YOUR TIME

Volunteers serve alongside our professional staff to empower local families. To learn more, call Volunteer Coordinator at 513-672-3836 or apply on the ccswoh.org/get-involved



GIVE HOUSEHOLD ITEMS

Welcome refugees in taking their first steps toward the American dreams by donating grocery store gift cards or Metro Bus passes which offsets transportation costs for classes, medical appointments, interviews and jobs. Call 513-241-7745 to learn more.



GIVE WISELY

Catholic Charities Southwestern Ohio is a Better Business Bureau Accredited Charity. As a 501(c)(3) charity, all gifts are tax deductible. Consider the many options for giving:

1 ONLINE:

Go to www.ccswoh.org/donate to make a safe and secure donation simply.

2 CASH/CHECKS:

Donations are appreciated. Mail your check to: Catholic Charities Southwestern Ohio, Mid-Pointe Tower 7162 Reading Road, Suite 600, Cincinnati, OH 45237

3 PLANNED GIFTS:

To support future generations, name Catholic Charities Southwestern Ohio as a beneficiary of your will, trust, retirement account or insurance policy. Your legacy gift will be recognized when you inform Catholic Charities that you included the agency in your estate plans, or when you give a planned gift. You will be welcomed into the Gressle Guild.

4 CORPORATE GIVING:

Support the communities where they do business and where their employees and customers live. Sponsor an event or provide volunteers for a project.

5 STOCKS & SECURITIES:

Gifts of appreciated stock may result in tax savings for you. Give your broker the following information to credit our account Z50-057029 for Catholic Charities Southwestern Ohio. Our broker is Fidelity, DTC 0226. Contact our Director of Mission Advancement for more instructions or questions at 513-672-3710.

6 MATCHING GIFTS:

Ask your employer if a matching gift program is offered. You may be able to double or triple your generosity with a matching gift.

7 CHARITABLE GIFT ANNUITIES:

Make a gift and receive steady payments in return. Your annuity payments will not be affected by economic downturns and will continue for life.

8 TRIBUTE GIFTS:

Donate in honor or in memory of a loved one or celebrate a special occasion. We send a card on your behalf, and your gift will be recognized in our *Blessings* newsletter.

As a generous benefactor, you have unique priorities and reasons for giving. We appreciate your support and will respect special directions.

For answers to your questions about giving, Dan Sarell, Director of Mission Advancement, is at your service at 513-672-3710 or dsarell@ccswoh.org.

Serving Local Families, Empowering Local Lives in 2020



26,029

People served in 2020

FEEDING THE HUNGRY

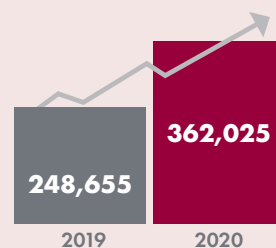


When Richard got injured at a construction job, he had to retire early on disability, postponing his plans with his wife, Cheryl. When they're son became addicted to painkillers and then heroin, Richard and Cheryl found themselves raising their two grandchildren and needing food assistance to get through the month. When the pandemic hit, they were afraid the pantry every month at their church would stop, but Food for All quickly converted to a drive through pantry, and the new family of four have what they need. Most importantly, they have each other.



+ 46%

Meals provided
in rural mobile pantries



11,868
Families served

Farmers to Families partnership with USDA and Freestore Foodbank served **7,136** families



743,282
Meals served in 2020
by all Food for All programs

19,084 Power Pack meals provided in schools + **56%** from last year

PRAY

We believe prayer builds a culture of caring and solidarity. Join us Mondays at 11:00 on Facebook Live. Submit your intentions at ccswoh.org/prayers.

LEARN

Get to know our programs and their impact. How are you called to serve your neighbors who live in poverty and face other challenges? Check out our website or our YouTube channel.

VOLUNTEER

Join the over 400 volunteers who serve in food pantries, virtual classrooms, as mentors, tutors and advocates by applying at ccswoh.volunteerhub.com.

DONATE

By God's grace and community generosity, Catholic Charities and Su Casa's mission is sustained and grows, only when we heed the call.

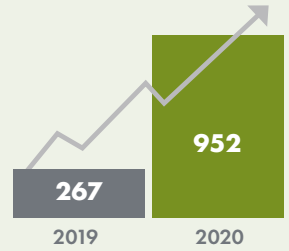
STRENGTHENING THE FAMILIES



Julia's two year-old son would unleash tantrums and aggressive behaviors consistent with Autism Spectrum Disorder (ASD). After an assessment by a Catholic Charities' Early Childhood Mental Health specialist, family dynamics and best practices for managing his conduct, were addressed. Julia now has a new tool chest of strategies to improve life in her home with her son.



+356%
Individuals
Receiving
**Health
Assessments**



814
Children
received
**Early Childhood
Mental Health
consultations**



71
Parents participated
in **Parenting
Education**
and all reported
improvement in
parenting skills



132
People
were
**placed
in jobs**
during the
pandemic

PROTECTING THE VULNERABLE



Gladys was so disappointed when she couldn't return to her school as a Foster Grandparent, but through online video chat, she was able to mentor a young man who arrived in Cincinnati as a refugee from central Africa.



2,975
mental health counseling
sessions provided (+14% from last year)

Senior Companions, Foster Grandparents, and Caregivers made creative virtual adjustments to keep everyone safe and remarkably still provided over 50,000 hours of service.

WELCOMING THE STRANGER



Matias lost his over-night office cleaning job due to his jobsite going on lockdown. He did not qualify for any public relief benefits. Su Casa was able to help his family with rent, until the office re-opened, and he could return to work. His family also benefited from a care package delivery of PPE and diapers.



311
People
enrolled
in **online
education**
courses



110
Children
participated
in **summer
enrichment
and tutoring
programs**



2,156
Migrants
& refugees
received
**emergency
assistance**



477
**Immigration
legal
services**
provided

**CLIENT
SPOTLIGHT:**
Leticia Davila

The Power Within

Your support fuels Catholic Charities programs that ignite bright new futures

Eighteen months ago, Leticia Davila was a different person.

The “old Leticia” was frightened and resigned. After 16 years in an abusive relationship, she had lost herself. But with the help of Catholic Charities and supporters like you, Leticia found the power she’d always had within her.

“I feel happy now, because it’s been a lot of force and strength to make this happen,” she says.

Leticia says her breaking point came when her partner choked her and left her mouth bloodied — in front of their children. She knew something had to change. The next day, Leticia met with her bilingual Catholic Charities social worker, Maggie Waddell, and got the support she needed to make the life-changing decision to leave her partner.

“Maggie said, ‘You are in danger and need to do something now,’” Leticia recalls. “She told me, ‘You have the solution in your hands.’”

Maggie helped connect Leticia to organizations like Women Helping Women and Casa de Paz, which provided Leticia with safe shelter, personal items, clothing and other necessities to begin rebuilding her life. Leticia also received access to Legal Aid and had the chance to take exercise and yoga classes to improve her overall wellness.

Earlier this year, Leticia secured a new apartment, achieving her



goal of moving her family out of the shelter and into a permanent home. Her children were surprised when she showed them their new place — but they shouldn’t have been, Leticia says.

“They said, ‘We didn’t think you were going to do it, Mom,’” Leticia explains. “I told them, ‘If your mom says she’s going to do something, she’s going to do it.’”

Leticia has taken back control of her life. She’s even serving as a role model, giving advice to empower other women to break free from abusive situations.

And she continues to receive counseling from Maggie, who says the “new Leticia” isn’t actually so new at all.

“She’s always had it within her,” Maggie says. “She’s just finally realizing her strength. She’s amazing.”

Now settled into her new home, Leticia has her eyes on her next goal: owning her own Mexican food truck.

While she works toward that dream, she’s enjoying spending time with her children and simply feeling safe.

She finally has the space to become whoever she wants to be. “More than anything, I enjoy being free and doing the things I want to do,” Leticia says.

“The old Leticia was too fragile and shy and timid. I didn’t want to say things and speak up. This is the new Leticia.” ■

“I was in a very bad spot. I felt destroyed. But thanks to Maggie and other people who have offered me help, I saw a solution.”

— Leticia Davila on Catholic Charities social worker Maggie Waddell

EMPLOYEE SPOTLIGHT:

April Hoak

The Power of Service

With your help, Food for All does more than fill empty bellies — it sparks a change.

Mother Teresa once said, “The hunger for love is much more difficult to remove than the hunger for bread.”

April Hoak takes those words to heart every day in her role as Food for All Coordinator, organizing six food pantries in rural eastern counties in the Archdiocese of Cincinnati.

“This doesn’t feel like a job to me — it feels like ministry,” April says. “I want to live in an idea of nurturing God’s kingdom, here - not just when we die. It’s also now.”

On paper, April’s job is to order food, coordinate volunteers and collaborate with the local churches and organizations that host the pantries. But April wants to do more than feed people. She wants to empower them.

At a Food for All pantry event, you might find someone from the county extension office offering online nutrition classes. A local health department official could be handing out health and wellness tips. Or you might meet a nurse practitioner or a pharmacist answering questions about everything from addiction treatment to public assistance benefits to vaccinations.

For April, it’s all about connecting individuals and families to tools they can use to overcome the obstacles they face and create healthier, happier lives for themselves.



“If I’m hungry, how can I perform my job well? How can I learn well? It boils down to something so simple — food.”

– April Hoak, Food for All Coordinator

“She’s thinking creatively and trying to harness community resources, so it’s more than just food distribution,” says Patrick Reynolds-Berry, Catholic Charities Chief Operating Officer. “And she encourages people who have received food to become volunteers so they’re giving back.”

Melissa Weisfelder, a frequent volunteer, says April makes Food for All unlike any other local food pantry. Neighbors receive nutritious whole foods, including lentils, beans, nuts, dried fruit and fresh produce. And April and other volunteers encourage recipients to try new foods by suggesting easy, inexpensive recipes and cooking tips.

But the food itself is just one aspect of the Food for All experience.

“It really is about empowering people,” Melissa says. “There are plenty of places to get food if you’re in need. I don’t think there are plenty of places to be respected, to be smiled at, to be treated with dignity, to not be second-guessed. I’ve done a lot of different food pantries, and this is definitely a different vibe. It’s a helping hand; it’s not a handout.”

April wants everyone she meets through Food for All to understand that whether they’re a donor, a volunteer, a neighbor or someone receiving food, they have incredible power — the power to change lives and change the world.

“I want to live in an idea of making this God’s kingdom, Heaven, here — not when we die. It’s now,” April says. “I try to intentionally, consciously

make the world a better place, in my place, where I live. If we can do that in our neighborhoods, in our communities, it has a ripple effect on the world.” ■

VOLUNTEER SPOTLIGHT:

Sue Ventura

The Power of Persistence



“She dived right in. She went from never having done it to doing all of it.”

– Rachel Burgess, VITA program director, on volunteer Sue Ventura

Her resolve and determination paid life-changing dividends for VITA tax clients

What does \$3,000 mean? For an immigrant or refugee family trying to build a new life in the United States, that money is transformative.

And thanks to supporters like you, that is the average refund volunteer tax preparers like Sue Ventura helped net for individuals who turned to Catholic Charities for tax assistance this year.

“Financially, it gives them stability, solid ground to stand on,” says Rachel Burgess, who directs the Volunteer Income Tax Assistance (VITA) program for Catholic Charities. “Those returns give them the power to buy a home or buy a car. The money gives them the power to move their family to a safer area. It allows them to live

with greater personal dignity.”

VITA is a nationwide IRS program that trains volunteers like Sue to provide free tax help for limited English speakers, people with disabilities and people making less than \$57,000 per year.

Sue found that the program not only allowed her to empower those she served, but it was empowering for her as well.

Prior to joining the VITA team, Sue had volunteered with Su Casa and worked with refugees in the Catholic Charities computer lab. She cares deeply about this population and wanted to help even more.

But first, when she looked at the stack of notebooks and binders in front of her, she wondered how she would ever master the volumes of information required to pass the beginner’s test — much less the advanced test — to become a VITA tax preparer.

With encouragement from Rachel, she stuck with it. And the persistence paid off, both for Sue and her clients.

“Every tax form was like a little puzzle,” Sue says. “When you help people and see them get money back, it’s rewarding. And you think, what would people do without this service?”

Rachel says many immigrants and resettled refugees have no idea they’re even required to pay income taxes. If they do, they might be taken advantage of by preparers who charge high fees, make mistakes — or never file the returns at all.

Sue’s attention to detail was game-changing for the VITA team, Rachel says, as the COVID-19 pandemic limited in-person interaction and added multiple new layers of difficulty. Sue even produced a guide to help other volunteers work more efficiently and get better results for clients.

“The money provides big assistance and big relief,” says Ahmad, a refugee from Syria who has filed taxes through VITA for three years. “Catholic Charities is just like home for me. If I need anything, I go to them.”

Volunteers like Sue are the driving force behind Catholic Charities’ ability to serve the growing and changing needs of our community.

“I really don’t feel like I do that much,” Sue says. “I’m more proud of the Catholic Church, that we do things like this and that people are so involved in it.”

Thank you for being involved through your generous support of Catholic Charities! ■

VITA by the Numbers

9

VITA volunteers

91

Federal tax returns filed

\$288,230

Net federal refund

\$17,940

Net state refund

12

Primary languages spoken by our clients

23

Nationalities represented among our clients

121

DONOR SPOTLIGHT: Robin Astifan

The Power of Partnership

Catholic Charities supporters — like you! — are co-workers in an extraordinary mission

Robin Astifan had seen enough.

Every time she checked the news, she found reports of growing hostility toward immigrants and refugees. She wanted a way to channel her anger and frustration into something productive. “I needed to be part of the solution,” she says.

That’s when Robin found Catholic Charities.

Robin recruited friends and family to create Welcome Baskets for the Refugee Resettlement Program, and she and her husband, Brian, became financial donors.

Feeling called to do even more, Robin started teaching English as a second language in 2017. And most recently, Robin joined the Catholic Charities Board of Directors.

Robin and Brian have tithed throughout their marriage. They began targeting Catholic Charities for their giving because of their desire to make a meaningful difference in their own community.

“When you see the reality of what Catholic Charities is trying to accomplish and what needs to be done, it becomes real instead of just a check,” Robin says. “I know this will change someone’s life here in Cincinnati. These are my neighbors, and this is my city. We’re in this together.”

The breadth and depth of Catholic Charities, Robin says, means there’s a place for everyone to get involved and make an impact. She saw that first-hand during the pandemic, when her English class moved online and adopted a new curriculum. A gift of just \$30 covered the cost of a textbook.

That gift allows a mother to learn English, so she can volunteer in her son’s classroom. That gift empowers a recent immigrant to feel comfortable enough to speak up at



“I’ve never found such a spiritual passion. ...

Catholic Charities has allowed me to see Jesus.”

– Donor, volunteer and board member Robin Astifan

work. That gift enables a refugee to find employment so she can stay in the United States.

That gift — and the generous donor behind it — transforms lives and futures.

“Every bit counts. It all matters,” Robin says. “If we have many people doing a little bit, it totally adds up.”

Robin says supporting Catholic Charities has empowered her to truly apply Jesus’ Golden Rule in her life. It has also strengthened her faith. Her weekly English class “is like going to church on Friday morning,” Robin says. “It’s the highlight of my week, if not the highlight of my life.”

Daniel Sarell, Director of Mission Advancement, says one of the goals of his

job is to ensure every Catholic Charities supporter has the opportunity to respond to the call placed upon their heart.

For some, that means volunteering their time to a specific program. For others, it’s financially supporting areas of growing need. Regardless of how they get involved, every supporter becomes a partner in Catholic Charities’ mission to serve, enlighten and empower the community.

“We have a program that’s going to speak to anyone’s interests because our programs are so diverse,” Daniel says. “We are committed as a Catholic organization to helping people discern their calling and find the right fit for them. Everybody’s participation is welcome.” ■

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OPERATING HIGHLIGHTS

Donations from individuals, groups, organizations, foundations and corporations offset operating costs. This support ensures Catholic Charities can continue in serving the poor and vulnerable. Audited financial statements are available online or upon request. Fiscal Highlights Years Ended December 31 2020 and 2019 (Audited).

REVENUE	2020	2019
Donated food for distribution *	1,856,050	8,847,685
Governmental grants and program fees	2,282,984	2,496,148
Donations, grants, and planned giving	2,302,784	1,995,471
United Way	485,858	607,263
Catholic Ministries Appeal	517,181	531,363
One Faith, One Hope, One Love	651,529	733,343
Investment Income	38,104	136,463
Special Events, Other Revenue & Support	765,680	532,189
Total Operating Revenue	8,900,170	15,879,925
EXPENSES	2020	2019
Food Bank/Food For All *	1,975,751	9,865,983
Mental Health and Family Services	969,000	825,560
Refugee & Immigrant Services	2,150,804	2,098,008
Senior and Volunteer Services	863,461	788,775
Language Services	597,109	457,228
Manangement and General	1,056,286	1,152,931
Fundraising	502,671	493,422
Total Operating Expenses	8,115,082	15,681,907
TOTAL NET ASSETS	2020	2019
	7,909,288	6,706,391



Catholic Charities Southwestern Ohio is committed to the highest standards of good stewardship and accountability. An independent accounting firm overseen by the Finance Committee of the Board of Trustees conducts an annual audit of Catholic Charities finances. Funds received by Catholic Charities are carefully monitored to ensure their use complies with the donor intent. A BBB Accredited Charity that meets the Better Business Bureau's 20 Standards for Charity Accountability, Catholic Charities complies with all Federal, State and Local laws regarding discrimination.

*Catholic Charities divested of the Second Harvest Food Bank in Springfield, Ohio prior to 2019 year-end. Related financials are included in 2019 but do not apply to 2020.



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“May the God of peace ...furnish you with all that is good, that you may do his will.”

–Hebrews 13:20-21

The Father Francis Gressle Guild honors Catholic Charities’ first director while ensuring its mission continues in the years to come. Consider joining the Gressle Guild by including Catholic Charities Southwestern Ohio in your estate plans and letting us know.

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 Randy Lazo Torres and Ximena Mellado Cuevas
 Gregory and Susan Toth
 Tim and Janet Totin
 David Towell
 Michael Trame
 Paul and Teresa Trame
 Mr. and Mrs. Lon Tran
 Roger and Susan Treadway
 Jerry and Lydia Trefzger
 Jay Tremblay
 Donald and Ladonna Trentman
 Judd and Angela Tressler
 Mark and Maria Trimbach
 Frank and Cheryl Trippel
 Christine Trout
 Jeffrey and Monica Troy
 Gary and Donna Trudel
 James Tudor
 Euphemia Tullo
 Dennis and Joan Tunngley
 Cecilia Turner
 Michael Tussey and Joan Couden
 John Twarozynski
 Doug and Molly Tyger
 Timothy Tyler
 Carl and Jane Udry
 John Uhrig
 Michael and Ann Ullman
 Barbara Ullmann
 Dr. Dennis and Sheila Ulrich
 Mary Unnewehr
 Gloria Uziel
 Colette Van Niman
 Laurie VanBalen
 Michael Vanderburgh
 Paul and Kelly Varacalli
 Mr. and Mrs. David Vater
 Neal Velayo
 Thomas Veldman
 Steve and Kathy Ventre
 Mike and Cathy Verdes
 Donald Versteeg
 Michael Verzola
 Philip and Linda Viars
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 Ruby Villing
 Paul and Stephanie Vinson
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 Frank and Angela Vitale

Jackie Voelkerding
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 Joe and Kim Vogel
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 Dianne Vollman
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 Peter Von Der Vellen
 Charles and Marilyn Vonder Meulen
 Thomas Vonderahe
 Charles and Mary Rose Vonderhaar
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 Germaine Vonderhaar
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 Rosarita Wake
 Michael Walker
 Rita Wallen
 Geri Walsh
 James and Cindee Walsh
 Janet Walsh
 Tim and Teri Walsh
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 Joseph Waltz
 Joe Wanderski
 Jerry and Shannon Ward
 Micheal and Tracy Ward
 Jacquelyn Warner
 Victor and Ann Warner
 Matt Warye
 John and Lucy Washika
 Versalle Washington
 Sally Wasser

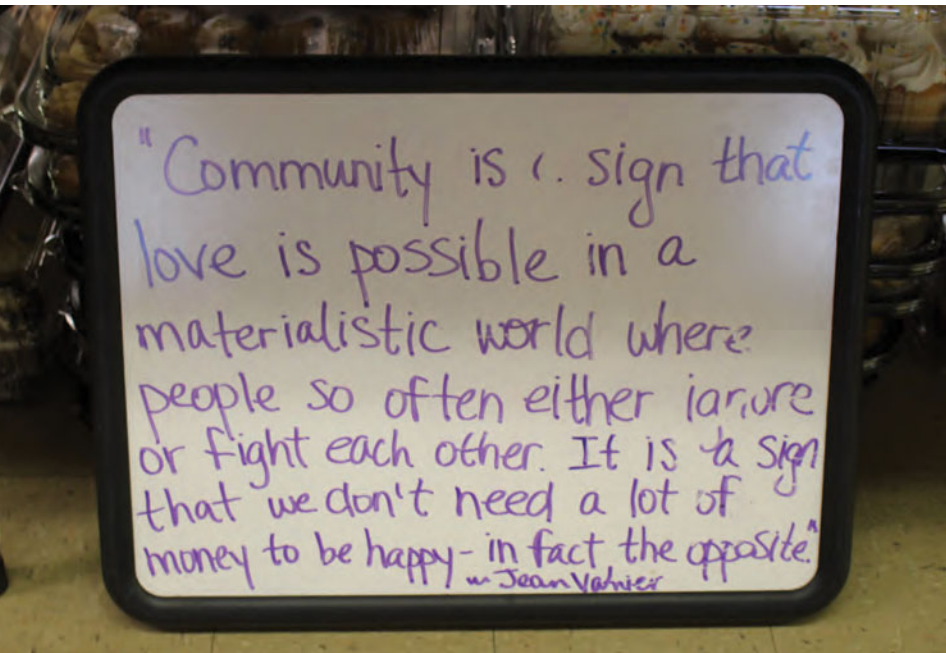
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 Fr. Leonard Wenke
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 Raymond and Diana Willey
 Ronald and Sally Willhide
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 John and Diane Williams
 Lawrence and Marlene Williams
 William and Mary Williams
 Patricia Williams
 Roger and Rita Williams
 Shirley Williams
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 Chad Wilson
 Elizabeth Wilson
 John and Sharon Wilson
 Kevin Wilzbach

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 Kathy Young
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 Zaira Zanin
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 Dr. John and Marilyn Zerhusen
 Theresa Zerkle
 William and Deborah Zettler
 Thomas and Janet Ziepfel
 Stephen Ziller
 William and Ralene Zimmerman
 Mark Zink
 Mary Jo Zint
 Robert and Marie Zitney
 William and Mary Zleit
 Clifford and Carol Zorb
 Richard and Deborah Zureick







**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus OH 43215-2256

Governor **Mike DeWine**
Interim Administrator/CEO **John Logue**

www.bwc.ohio.gov
1-800-644-6292

04/19/2021
Date Mailed

#BWNFVSQ
#XX12019639#

CATHOLIC CHARITIES SOUTHWESTERN OHIO
7162 READING RD STE 600
CINCINNATI, OH 45237-3838

IMPORTANT DOCUMENT: REMOVE AND POST



Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00736317

Period Specified Below
07/01/2021 to 07/01/2022

CATHOLIC CHARITIES SOUTHWESTERN OHIO
7162 READING RD STE 600
CINCINNATI, OH 45237-3838



www.bwc.ohio.gov
Issued by: BWC

Interim Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.





COUNCIL ON ACCREDITATION

Attests That

**Catholic Charities of Southwestern Ohio
Cincinnati, OH**

Is

ACCREDITED

Achieving the Highest Standards of Professional Practice for the Services It Provides

Accredited Through

10/31/2021



Behavioral Health Certification Certificate of Services

For

CATHOLIC CHARITIES OF SOUTHWESTERN OHIO

Certification Number: 01-0368

Issued: 5/8/2021

Expires: 5/7/2024

In accordance with Section 5119.36 of the Ohio Revised Code, this agency meets the minimum standards and is hereby certified to provide the following behavioral health services and activities at the location(s) specified.

Director, Ohio Department of Mental Health and Addiction Services

CATHOLIC CHARITIES OF SOUTHWESTERN OHIO

Certified Service(s)

<u>Service Name</u>	<u>Certification Type</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Community Psychiatric Supportive Treatment (CPST) Service	Full	05/08/2021	05/07/2024
Therapeutic Behavioral Services and Psychosocial Rehabilitation	Full	05/08/2021	05/07/2024
Consultation Service	Full	05/08/2021	05/07/2024
General Services	Full	05/08/2021	05/07/2024

CATHOLIC CHARITIES OF SOUTHWESTERN OHIO

Agency Site Location(s)

Catholic Charities of Southwestern Ohio - 1910 Fairgrove Avenue, Suite B, Hamilton, OH 45011
Catholic Charities of Southwestern Ohio - 7162 Reading Road, Suite 600, Cincinnati, OH 45237

System and Fiscal Administration Components

- A. Contact Information – see attachment A
- B. Agency History

Catholic Charities Southwestern Ohio was created in 1916 by Archbishop Henry Moeller as the Bureau of Catholic Charities of the Archdiocese of Cincinnati. The Bureau focused on immediate relief work and served as the clearing house for those needing charitable aid. The Bureau became incorporated as a not-for-profit organization in February 1924. Other branches were developed to serve the 19 counties of the Archdiocese, including Dayton in 1921, Hamilton in 1954, and Springfield in 1957. In 1931, the agency changed its name to Catholic Charities of the Archdiocese of Cincinnati. In 2008, the agency became Catholic Charities Southwestern Ohio.

In the early years, the staff worked closely with volunteers in providing material assistance for the poor and providing services for immigrant families. The agency grew from that foundation and started programs to meet new needs of society, while discontinuing some programs that had outlived their need. Catholic Charities' services have always been open and available to people of all faiths. Services to immigrants and refugees date back to the 1920s, but for over 40 years, Catholic Charities has served as the local refugee resettlement agency and incorporated the Su Casa Hispanic Center into the agency in 2005.

- C. Subcontractors – N/A
- D. Agency's Primary Business

For more than 100 years, Catholic Charities has served Southwestern Ohio. Our programs have changed over the years, but our commitment to serve the poor, protect the vulnerable and welcome the stranger has not wavered. Our mission is to **Serve, Enlighten and Empower**. We serve local families and empower local lives.

We SERVE the community to in turn serve the vulnerable. We ENLIGHTEN the community to see God's love for the poor. Our larger purpose is to provide for the people of Southwestern Ohio and to empower the community to serve the poor. We EMPOWER the community so all can rise from spiritual and material poverty.

**Catholic Charities Southwestern Ohio
Job Description**

POSITION TITLE:	Chief Executive Officer (CEO)
FLSA STATUS:	Exempt
DEPARTMENT:	Administration
REPORTS TO:	Archbishop of Cincinnati and CCSWO Board of Directors
SUPERVISORY:	Yes
LOCATION:	Cincinnati, OH
DATE:	December 2019

Position Summary:

The Chief Executive Officer (CEO) of Catholic Charities of Southwestern Ohio expands the charitable work of the Archdiocese of Cincinnati by overseeing the management of our organization, working with the Board of Directors to grow our reach, increasing our revenue through development activities and promoting our efforts within the community as our primary advocate. In addition, our CEO serves as the Executive Director of Community Service for the Archdiocese of Cincinnati overseeing the social action programs, is a member of the Archbishop's directors group, and works with Catholic Social Services of the Miami Valley and the Catholic Conference of Ohio to deliver social justice programs.

Essential Job Functions:

1. Work through the CCSWO Board of Directors, Board Committees, Advisory Boards and the Archdiocese of Cincinnati leadership to deliver the agency mission.
2. Guide Board and stakeholders to effectively expand mission advancement and provide board development training.
3. Grow mission advancement through annual appeal, major donors, corporate/planned giving and grants.
4. Develop and refine donor cultivation programs, moves management, data tracking, board and staff training, and all other means necessary to deliver goals.
5. Direct Social Enterprise AccuracyNow to deliver client supporting programs and agency supportive income.
6. Expand the brand and mission awareness through communications and marketing.
7. Expand community awareness to engage Catholic Charities mission through prayer, faith activity, volunteers, events and parish outreach. Include parish outreach as integral to development, marketing, branding and delivering the mission.
8. Build a relationship with parishes through parish outreach and social action.
9. Work with AOC social action director to expand social action in the AOC in collaboration with charitable works.
10. Effectively communicate strategic direction to program directors and mission service team.
11. Maintain overall responsibility for agency performance and primary contact with CCSWO Board and Archdiocese.
12. Direct COO to prepare operations plan and budget.
13. Direct Su Casa program in coordination with other programs providing immigration services to welcome families to the Cincinnati community.

Supervisory Responsibilities:

The CEO will provide oversight and supervise Director of Mission Advancement, and Director of Marketing and Communication, Parish Outreach Coordinator, AOC Social Action Director, Executive Assistant, COO, Su Casa Director and Language Services, AccuracyNow, Director

Qualifications and Skill Requirements:

Minimum Qualifications:

- Master’s Degree
- Active Catholic in good standing with the church
- Minimum of 7 years progressively responsible experience in planning, and managing multiple mission-driven programs
- Results-proven track record of exceeding goals while managing costs
- Minimum of 7 years’ experience supervising senior leadership staff
- Excellent financial and analytical skills; critical thinking ability, strategical thinker; problem-solving abilities and charismatic communications skills;
- Ability to innovate, with capacity to create and leverage opportunities to improve agency effectiveness and outcomes
- Ability to adapt and provide leadership in the face of conflict, crisis and changing priorities.
- Evidenced commitment to an interdepartmental, interdisciplinary team approach to work; strong conflict resolution and collaboration skills.
- Proven Public Speaking ability and influential collaborator of company mission and vision

Preferred Qualifications:

- **MBA**
- Minimum of 7 years progressively responsible experience in planning, and managing multiple mission-driven programs in **non-profit setting**.
- All of minimum requirements listed above

Organizational Responsibility:

Employees of Catholic Charities Southwestern Ohio will have knowledge of the Catholic faith, a willingness to work for a Catholic, faith-based agency and adhere to the policies of Catholic Charities. Employees will not publicly oppose the teachings of the Catholic Faith nor publicly advocate for any position in conflict with Catholic teaching, or the specific positions of the Archdiocese of Cincinnati or the United States Conference of Catholic Bishops. This requirement includes any public speech, demonstration or writing including the use of social media or other digital technologies.

Work Environment:

Typical office environment, with minimal exposure to excessive noise or adverse environmental issues.

Physical Requirements:

Must be able to meet the following physical requirements, with or without reasonable accommodation:

- Use hands to manipulate, handle, feel, and control items or equipment;
- Talk to other employees/clients and hear them;
- See and be able to read, write, and interpret written documents;
- Occasionally lift and move objects weighing up to 15 pounds.

Employee signature below constitutes employee’s understanding of the requirements, essential duties and responsibilities of the position.

Employee Signature

Printed Name

Date

Supervisor Signature

Printed Name

Date

**Catholic Charities of Southwestern Ohio
Job Description**

POSITION TITLE: CFO
FLSA STATUS: Salary Exempt
DEPARTMENT: Administration
REPORTS TO: CEO
SUPERVISORY: Yes
WORK HOURS: 37.5
LOCATION: Mid-Pointe
DATE: September 2015

Position Summary:

The CFO is responsible for directing the fiscal functions of the organization in accordance with generally accepted accounting principles issued by the Financial Accounting Standards Board and other regulatory and advisory organizations and in accordance with financial management techniques and practices appropriate within a not-for-profit organization.

Essential Job Functions:

1. Prepare, supervise, maintain and control general ledgers and subsidiary ledgers in harmony with United Way and Auditor AICPA Guidelines for CCSWO-Cincinnati and other assigned entities.
2. Prepare and direct the preparation of monthly financial statements after analysis of the various trial balances.
3. Select software and initiate accounting and statistical forms that will enhance accurate data recovery.
4. Assist Program Managers with the preparation of budgets and grants for assigned entities.
5. Safeguard the assets of the corporation by, for example, conducting internal audits on all clerical functions to include cash deposits and bank reconciliations.
6. Expedite the timely payment of all invoices, wages and requests for checks in accordance with an established procedure of approvals.
7. Prepare audit work papers for Independent Auditors and directly assist them as necessary.
8. Prepare tax reports for the agency and assigned entities and remit all taxes within time limits.
9. Assist on assigned projects as required and provide unsolicited financial, administrative and human resources counsel as deemed appropriate.
10. Ensure confidentiality of financial information; secure CEO's authorization before releasing any figures beyond the Accounting Department.
11. Ensure the security of records, valuables, etc., of the Accounting Department.
12. Supervise the collection of service statistics and monthly reporting of summaries to administrative and supervisory personnel.
13. Address and resolve difficulties between the Accounting and other departments and strive for procedures and working relationships that enhance the performance of the social work staff.
14. Supervise Accounting Department personnel
15. Accomplishes all tasks as appropriately assigned or requested.
16. Able and willing to travel between assigned entities as required.

Supervisory Responsibilities: IT Director, Senior Accountant, Accounting Clerks

Qualifications and Skills Requirements:

1. Experienced leader and financial executive with appropriate experience with not-for-profit accounting, preferably in the social services area
2. Energetic, forward-thinking and creative individual with high ethical standards and an appropriate professional image

3. Accounting professional with sound technical skills, analytical ability, and good judgment
4. Well organized and self-directed individual who is a team player.
5. An intelligent and articulate individual who can relate to people at all levels of an organization and possesses excellent communication skills.
6. Experience in human resources and information technology management
7. Able to identify and implement new accounting system and structure with related entities
8. Bachelor's degree in accounting; CPA desired
9. Ten to fifteen years related experience (with not-for-profit accounting experience as a controller/CFO preferred) and/or training; or equivalent combination of education and experience.

Organizational Responsibility:

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Work Environment:

Typical office environment, with minimal exposure to excessive noise or adverse environmental issues

Physical Demands:

- Must be able to meet the following physical requirements, with or without reasonable accommodation:
- Use hands to manipulate, handle, feel, and control items or equipment;
 - Talk to other employees/clients and hear them;
 - See and be able to read, write, and interpret written documents;
 - Occasionally lift and move objects weighing up to 15 pounds.

Employee signature below constitutes employee's understanding of the requirements, essential duties and responsibilities of the position.

Employee Signature	Printed Name	Date
Supervisor Signature	Printed Name	Date

Catholic Charities of Southwestern Ohio
Job Description

POSITION TITLE:	Director of Quality and Innovation
FLSA STATUS:	Exempt
DEPARTMENT:	Administration
REPORTS TO:	CEO
SUPERVISORY:	Yes
WORK HOURS:	37.5
LOCATION:	Mid Pointe
DATE:	May 2020

Position Summary:

The Director of Quality and Innovation will coordinate with the CEO, COO and all program directors to strategize, develop and implement new programs as well as advance the integration and expansion of current programs to further empower poor and vulnerable clients. Empowerment activities include educational initiatives, community organizing and social enterprise development that advance clients' self-sufficiency, agency in the community and their own sense of human dignity. The Director also oversees Catholic Charities' Continuous Quality Improvement, risk prevention management and facilities.

Essential Job Functions:

1. Innovation and Program Development
 - a. With the COO, work with program directors to assess needs and opportunities to develop new initiatives that empower current or new clients and yield a longer-term, transformative impact on their lives. Strategize feasibility of such initiatives, guide their development, establish work plans and operating goals and provide supervision until they can be managed independently or by other program staff.
 - b. Integrate current activities across multiple programs to provide clients with a more comprehensive array of services.
 - c. With the CEO and COO, explore the feasibility for new social enterprises that empower poor and vulnerable clients. Oversee the development and implementation of such initiatives and provide ongoing supervision of any new managers.
 - d. With the CEO, CFO and Director of Mission Advancement, align agency resources to implement new initiatives as feasible.
 - e. In conjunction with Director of Marketing and program directors, recommend marketing efforts to promote and grow such initiatives.
 - f. Work collaboratively with Director of Mission Advancement to promote programs as part of fund development efforts.
 - g. Support the COO in United Way relationships and in project managing grants for integrated programs.
2. Continuous Quality Improvement and Facilities Management
 - a. Oversee quality assurance activities. Direct the Continuous Quality Improvement committee and ensure that all programs and services meet professional standards.
 - b. Lead the agency's Risk Prevention Management committee.
 - c. Develop agency policies and protocols for internal operations.
 - d. Develop and maintain excellent standards of professional practice and modes of service delivery that anticipate changing community needs.

- e. Serve on the Service Policy Committee of the Board.
- f. Support the COO in Council on Accreditation tasks.
- g. Address all matter related to the agency’s facilities, including ensuring a clean and safe work environment.

Supervisory Responsibilities:

The Director of Quality Innovation will oversee staff as needed in the development of new program initiatives until they are managed by other program staff or independently. The Director will also supervise the managers of all potential social enterprises.

Minimal Qualifications:

1. Master’s degree in Business Administration or related field required.
2. Five years or more experience supervising mid-level managers or higher.
3. Five years or more experience overseeing major project development in a business environment.
4. Experience working in a non-profit, human services organization.
5. Demonstrated ability to lead a team in managing multiple tasks, and to create a work environment with a high level of organization, timeliness, cost-effectiveness, accuracy, and results.
6. Demonstrated ability to develop new initiatives, including conducting needs assessments, strategic planning, output and outcome goal-setting and measuring long-term impact.
7. Knowledge and commitment to the social teachings of the Catholic Church as it relates to the mission and goals of Catholic Charities of Southwestern Ohio.
8. Evidenced commitment to an interdepartmental, interdisciplinary team approach to work; strong conflict resolution and collaboration skills.

Organizational Responsibility:

Employees of Catholic Charities Southwestern Ohio will have knowledge of the Catholic faith, a willingness to work for a Catholic, faith-based agency and adhere to the policies of Catholic Charities. Employees will not publicly oppose the teachings of the Catholic Faith nor publicly advocate for any position in conflict with Catholic teaching, or the specific positions of the Archdiocese of Cincinnati or the United States Conference of Catholic Bishops. This requirement includes any public speech, demonstration or writing including the use of social media or other digital technologies.

Work Environment:

Typical office environment, with minimal exposure to excessive noise or adverse environmental issues

Physical Demands:

Must be able to meet the following physical requirements, with or without reasonable accommodation:

1. Use hands to manipulate, handle, feel, and control items or equipment;
2. Talk to other employees/clients and hear them;
3. See and be able to read, write, and interpret written documents;
4. Occasionally lift and move objects weighing up to 15 pounds.

Employee signature below constitutes employee’s understanding of the requirements, essential duties and responsibilities of the position.

Employee Signature	Printed Name	Date
Supervisor Signature	Printed Name	Date

CATHOLIC CHARITIES OF SOUTHWESTERN OHIO
Language Services Director

POSITION TITLE: Language Services Director
DEPARTMENT: General
REPORTS TO: Chief Operating Officer
WORK HOURS: 37.5
WORK LOCATION: Cincinnati OH
SUPERVISORY: Yes
FLSA STATUS: Exempt

Position Summary:

This position is responsible for managing the language services unit, AccuracyNow.

Essential Job Functions:

1. Coordinate language services by ensuring policies and procedures are in place for the program to run efficiently and effectively.
2. Ensure that the agency and contract interpreters are in compliance with all regulations as it relates to providing community interpretive services.
3. Supervise activities of the contract interpreters by assigning cases, establishing schedules, and monitoring performance of contractors to ensure quality standards of service.
4. Answer incoming calls regarding the Language Service program and provide consumers with information regarding the services.
5. Work with the Finance Department to oversee billing function of department by calculating charges and sending/following up on bills and reconciling interpreters' hours for payment
6. Build community relationships to promote the Language Services and interpretation training classes provided by the agency.
7. Communicate with staff to promote internally available services and coordinate language services for CCSWO departments.
8. Consult with staff to develop and implement programs that create a safe and secure environment for all clients served. Ensure interpreters are trauma informed to avoid inadvertently re-traumatizing vulnerable populations.
9. Train interpreters using the community interpreter curriculum and maintain training requirements
10. Ensure the language proficiency of all contracted interpreters
11. Work with Volunteer Director, IT, Su Casa staff and outside partners to coordinate the monthly MARCC ID Drive
12. Ensure the MARCC ID records are maintained and ID cards are mailed to consumers within the program specifications.
13. Be certain that the MARCC ID policies are followed and reports are prepared and distributed.

Qualifications and Skills Requirements:

1. High School Diploma or GED required, Bachelor's Degree Preferred
2. 40 hours of Medical Interpreter training from a recognized curriculum Building the Bridge or the Community Interpreter. Must provide certificate of completion with application.
3. Oral Proficiency in English as evident by 1 of the following:
 - o Degree from a US institution

- o High School Diploma from an American institution
- o Passing one of the following: TOEFL, ELPT, MELAB, ECPE, PCE, CAE, CPE, IELTS
- 4. Oral Proficiency in a foreign language (not English) as evident by 1 of the following:
 - o Degree from an institution in the target language
 - o High School education from the country of target language
 - o 24+ college credit hours in the target language
 - o 3.5+ on the ACTFL test
- 5. Knowledge of Administrative and clerical procedures
- 6. Knowledge of customer service principles and practices
- 7. Excellent Verbal and written communication skills
- 8. Computer proficiency with knowledge of database management and Microsoft Office

Catholic Charities Southwester Ohio

Job Description

Position Title: Consumer Relations and Scheduling Specialist
FLSA Status: Non-Exempt
Department: Language Services
Reports to: Language Service Director
Work Hours: 37.5 hours per week
Location: Montgomery
Date: May 2021

Position Summary

This position is responsible for maintaining positive consumer relations; ensuring interpreting appointments are scheduled accurately and are performed on time and providing administrative support to the Language Services Department.

Essential Job Functions:

- Receive incoming calls for the department. Answer questions or direct call to the appropriate staff member.
- Maintain positive relations with existing and potential consumers.
- Maintain the scheduling system updated for consumers and contract interpreters.
- Act as the scheduling system "Super User" to ensure data is maintained, accurate and consumer needs are met and tracked.
- Receive and communicate consumer complaints. Assist with the problem resolution under the direction of the Language Services Director.
- Ensure consumer service agreements are renewed annually and up to date.
- Ensure consumer feedback is collected and documented annually with the assistance of the Language Director.
- Ensure all appointments have an interpreter assigned and provide consumer with pertinent information in a timely fashion.
- Ensure contractor has pertinent information needed to complete assignment.
- Invoice the Over the Phone Interpreting (OPI) service for internal and external clients.
- Assist with training the contractors with using the scheduling system website and mobile site.
- Quote and invoice translation service.
- Communicate with the accounting department to ensure payment for language services are recorded accurately and are up to date.
- All other duties as assigned.

Qualifications and Skills Requirements:

1. High School Diploma or GED required. Bachelor’s Degree preferred
2. Excellent knowledge and skills in customer service principles and practices
3. Excellent verbal and written communication skills
4. Proficiency with Microsoft Office (Word, Excel) and database management
5. Detail oriented
6. Acculturation sensitivity and experience
7. Fluency with oral and written foreign language preferred

Organizational Responsibility:

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Work Environment:

Typical office environment, with minimal exposure to excessive noise or adverse environmental issues

Physical Demands:

Must be able to meet the following physical requirements, with or without reasonable accommodation:

- Use hands to manipulate, handle, feel, and control items or equipment;
- Talk to other employees/clients and hear them;
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- Occasionally lift and move objects weighing up to 15 pounds.

Employee signature below constitutes employee’s understanding of the requirements, essential duties and responsibilities of the position.

_____ Employee Signature	_____ Printed Name	_____ Date
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_____ Supervisor Signature	_____ Printed Name	_____ Date
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**Catholic Charities Southwestern Ohio
Job Description**

POSITION TITLE:	Sales Coordinator
FLSA STATUS:	Exempt (Outside Sales)
DEPARTMENT:	Language Services
REPORTS TO:	Language Services Director
SUPERVISORY:	None
WORK LOCATION:	Cincinnati – Mid-Pointe Tower
DATE:	February 2021

Position Summary: The Sales Coordinator will source new sales opportunities and close sales to achieve quotas; play a key role in increasing income and revenue by managing and negotiating with clients, generating leads, qualifying prospects and managing sales of services to advance the social cause of the agency.

Essential Job Functions:

- Achieve all lead generation and sales quotas as directed by management.
- Build a prospects sales dashboard with monthly KPIs
- Expand market share by continually engaging the business community, staying up to date on interpreting industry trends and opportunities, and promoting business services at industry networking events.
- Obtain and maintain strong leads referral relationships with local healthcare facilities and providers – case managers, discharge planners, social workers, nurses, physicians, insurance representatives, marketing staff
- Develop a corporate sales campaign in the first 30 days, including the identification of potential clients.
- Create and implement a lead-generation social media campaign
- Develop sales materials for new and existing clients
- Onboard new clients in a timely and effective manner.
- Assist in the creation implementation of a public relations and community outreach plan to increase awareness of the brand and services
- Analyze competitive landscape, market trends and customer behavior

Supervisory Responsibilities: None

Minimum Qualifications and Skills Required:

- Minimum of an Associate’s degree in related field
- 3 years of past experience in corporate sales growth, customer retention service, or customer relationship management.
- Advanced sales and customer service skills
- Strong written and verbal communication skills
- Excellent business presentation skills

- Project management experience with numerous time-sensitive projects simultaneously
- Superb data-management skills using Excel, extracting data and measuring KPIs
- Ability to analyze language services data to optimize sales efforts
- Proficiency with sales management software and CRM

Preferred Qualifications and Skills:

- Bachelor’s degree
- Proven success rate at levels above quotas
- Ability to balance persuasion with professionalism
- Past experience in WordPress and Hootsuite
- State Motor Vehicle Operator’s License that meets CCSWOH current carrier guidelines.

Organizational Responsibility:

Employees of Catholic Charities Southwestern Ohio will have knowledge of the Catholic faith, a willingness to work for a Catholic, faith-based agency and adhere to the policies of Catholic Charities. Employees will not publicly oppose the teachings of the Catholic Faith nor publicly advocate for any position in conflict with Catholic teaching, or the specific positions of the Archdiocese of Cincinnati or the United States Conference of Catholic Bishops. This requirement includes any public speech, demonstration or writing including the use of social media or other digital technologies.

Work Environment: Typical office environment, with minimal exposure to excessive noise or adverse environmental issues.

Physical Demands:

Must be able to meet the following physical requirements, with or without reasonable accommodation:

- Use hands to manipulate, handle, feel, and control items or equipment
- Talk to other employees/clients and hear them;
- See and be able to read, write, and interpret written documents
- Occasionally lift and move objects weighing up to 25 pounds

Employee signature below constitutes employee’s understanding of the requirements, essential duties and responsibilities of the position.

Employee Signature	Printed Name	Date
Supervisor Signature	Printed Name	Date
HR Director Signature	Printed Name	Date

**Catholic Charities Southwestern Ohio
Job Description**

POSITION TITLE: Recruitment Specialist
FLSA STATUS: Non-Exempt
DEPARTMENT: Language Services
REPORTS TO: Language Services Director
WORK HOURS: 37.5 Hours Per Week
DATE: May 2021
LOCATION: Montgomery

Position Summary:

This position is responsible for the recruitment of contract interpreters for the Language Services Department. This will be achieved through the development of a recruitment plan, employing traditional sourcing strategies and resources as well as developing new, creative recruiting ideas.

Essential Job Functions:

- Source active and passive candidates utilizing multiple outlets (recruiting sites, social media, virtual job fairs, non-traditional methods, etc.)
- Develop and maintain a network of contacts to help identify and source qualified candidates
- Build candidate sources and ensures pipeline creation by researching and recommending new places to recruit.
- Screen resumes, interview candidates (by phone or in person), conduct reference/background checks, and make candidate recommendations to Language Services Director
- Achieve recruitment goals determined by the Language Services Director
- Partner with Language Services Director and Scheduling Specialist to identify future interpreter needs by language.
- Develop and implement a recruitment strategy under the direction of the Languages Services Director and action plan to achieve identified needs
- Manage the candidate process and facilitate candidate completion of requirements, initial information session and use of scheduling system training.
- Maintain independent contractor files and ensure all required documents are up to date
- Maintain and promote communication with contract interpreters on an ongoing basis.
- Respond to inquiries and concerns of interpreters in a timely manner.
- Facilitate problem resolution in conjunction with the Language Services Director
- Maintain scheduling software and work with finance office
- All other duties as assigned

Qualifications and Skills Requirements:

1. High School Diploma or GED is required. Bachelor's Degree Required
2. Proficient in Microsoft Office (Word, Excel, Power Point)

3. Demonstrate critical thinking and ability to understand and build positive relationships
4. Fluency with oral and written English
5. Prior experience in recruitment preferred
6. Foreign language preferred
7. Cultural Sensitivity required

Organizational Responsibility:

Employees of Catholic Charities Southwestern Ohio will have knowledge of the Catholic faith, a willingness to work for a Catholic, faith-based agency and adhere to the policies of Catholic Charities. Employees will not publicly oppose the teachings of the Catholic Faith nor publicly advocate for any position in conflict with Catholic teaching, or the specific positions of the Archdiocese of Cincinnati or the United States Conference of Catholic Bishops. This requirement includes any public speech, demonstration or writing including the use of social media or other digital technologies.

Work Environment:

Typical office environment, with minimal exposure to excessive noise or adverse environmental issues

Physical Demands:

Must be able to meet the following physical requirements, with or without reasonable accommodation:

- Use hands to manipulate, handle, feel, and control items or equipment;
- Talk to other employees/clients and hear them;
- See and be able to read, write, and interpret written documents;
- Occasionally lift and move objects weighing up to 15 pounds.

Employee signature below constitutes employee’s understanding of the requirements, essential duties and responsibilities of the position.

Employee Signature	Printed Name	Date
Supervisor Signature	Printed Name	Date

Quality Assurance Assessment (QAA)

In an effort to consistently provide our clients with the highest standards of quality interpretation, AccuracyNow Language Services performs regular QAA to our contract interpreters. The sole purpose of this assessment is to aid our interpreters in identifying their professional assets and areas of improvement.

Assessed Areas

Pre-encounter

- Arrival time (15 min. prior)
- Dress code compliance
- ID Badge Visible
- Checks in at front desk providing necessary information to locate client
- Professional introduction (providers and service users)
- Preparedness: pen, paper, e-dictionaries (discloses to all parties)

Encounter

- Follows Code of Ethics and Standards of Practice
- Effective positioning
- Promotes direct communication between parties
- Uses direct speech
- Uses consecutive interpreting mode as default
- Maintains register and tone
- Mastery of terminology

Use of Strategies

- Switches interpreting modes when necessary
- Repositions him/herself or to promote direct communication between provider and service users.
- Corrects error and request clarification when needed
- Follows steps for strategic mediation or cultural mediation
- Uses CALL (Complex, Advance, Legal, Long) model to determine if sight translating
- Follows steps for sight translating
- Discloses any conflicts that may affect his/her impartiality
- Switches to third person in cases of emergencies or when the service user is too young or too confused.

Quality Assurance Assessment (QAA) Results

Depending on the results an interpreter may be moved up or down in level. Understanding that there's always room for improvement, we strive to provide all of our interpreters with the necessary resources and tools to continue their professional development.

Results - Actions

Poor performance

- Mentorship is suggested
- Interpreter will be observed once a month for a period of 2-3 months.
- If little to no improvement, he or she will be moved down in level
- AccuracyNow Language Services will provide resources and support until interpreter is ready to be reassessed and move up in level

Good Performance

- Interpreter might be moved up 1 level
- Interpreter is supported to continue to nurture his/her strengths
- Interpreter Identifies areas of improvement
- AccuracyNow Language Services will continue to provide resources and support for the interpreter's professional growth.

Trustworthy Interpretation that supports your community

AccuracyNow ensures language is never a barrier. With our highly trained native speakers, you can be sure your message is clear through our interpretation, translation, and transcription services in more than 150 languages.

AccuracyNow is a social enterprise that funds programs supporting vulnerable or at risk families and individuals in the Greater Cincinnati area through Catholic Charities.



COST-EFFECTIVE AND FLEXIBLE



AVAILABLE AROUND THE CLOCK

Our Services



Contact Us

(513) 672-3949 | info@accuracynow.com
10700 Montgomery Rd, Suite 206
Cincinnati, OH 45242

www.accuracynow.com



K. Federal Programs - Provide a description of the Agency's/Company's experience with federal programs.

AccuracyNow provides face-to-face and over-the-phone interpretation services to Refugee Resettlement Services of CCSWOH that is an affiliate of USCCB participating in the Reception and Placement Program under a cooperative agreement with the Department of State. The core services provided under the cooperative agreement include assistance with basic needs and housing, employment, school, medical care and connecting refugee clients with necessary social and language services. AccuracyNow provides interpretation services for the meetings between case managers and refugee clients, home visits, job interviews and cultural orientation classes and translation of service agreements and other written documents required by the program.

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.

Ross Hallman
SIGNATURE

Ross Hallman
PRINT NAME

Chief Financial Officer
TITLE

TO BE COMPLETED BY NOTARY PUBLIC

On July 21, 2021, there appeared before me
DATE

Ross Hallman, saying that he/she is
PRINT NAME

Chief Financial Officer of,
PRINT TITLE

Catholic Charities SW Ohio
PRINT NAME OF COMPANY

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

Sandra Harrod
SIGNATURE OF NOTARY PUBLIC



SANDRA RENE HARROD
Notary Public, State of Ohio
My Commission Expires 12-12-2024

ATTACHMENT H

Warranty Against An Unresolved Finding

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(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.

Ross Hallman
SIGNATURE

Ross Hallman
PRINT NAME

Chief Financial Officer
TITLE

TO BE COMPLETED BY NOTARY PUBLIC

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DATE

Ross Hallman, saying that he/she is
PRINT NAME

Chief Financial Officer of,
PRINT TITLE

Catholic Charities SW Ohio
PRINT NAME OF COMPANY

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

Sandra Harrod
SIGNATURE OF NOTARY PUBLIC



SANDRA RENE HARROD
Notary Public, State of Ohio
My Commission Expires 12-12-2024

FACE TO FACE INTERPRETATION SERVICES


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	American Sign Language - All hours
AKAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ALBANIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
AMHARIC	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ARABIC	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ARMENIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ASSYRIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
BAMBARA	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
BASQUE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
BOSNIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
BURMESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
BULGARIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
CANTONESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
CATALAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
CHICHEWA	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
CREOLE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
CROATIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
CZECH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
DANISH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
DARI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
DUTCH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ESTONIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
EWE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
FANTA	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
FARSI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
FIJIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
FINNISH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
FLEMISH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
FRENCH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
FUKIENESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
FULANI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
GAELIC	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
GERMAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
GREEK	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
GUJARATI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
HAITIAN CREOLE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
HEBREW	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
HINDI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
HMONG	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
HUNGARIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00

FACE TO FACE INTERPRETATION SERVICES

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	American Sign Language - All hours
IGBO	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ICELANDIC	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ILOCANO	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
INDONESIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ITALIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
JAPANESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
KHMER	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
KOREAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
KURDISH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
KURUNDI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
LAO	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
LAOTIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
LATVIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
LITHUANIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
MACEDONIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
MALAYALAM	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
MAM (GUATEMALA & MEXICO)	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
MANDARIN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
MANDINGO	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
MIEN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
MON	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
MONGOLIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
NAVAJO	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
NEPALI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
NORWEGIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
OROMIFFA	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
PASHTO	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
POLISH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
PORTUGUESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
PORTUGUESE CREOLE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
PULAR	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
PUNJABI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ROMANIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
RUSSIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SANGO	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SAMOAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SERBIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SERBO CROATION	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SHANGHAI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00

FACE TO FACE INTERPRETATION SERVICES

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	American Sign Language - All hours
SINHALESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SLOVAK	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SLOVENIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SOMALI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SONEIKE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SPANISH	\$36.00	\$40.00	\$40.00	\$40.00	\$45.00
SWAHILI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
SWEDISH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
TAGALOG	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
TAIWANESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
TAISHANESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
TAMIL	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
THAI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
TIGRINYA	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
TONGAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
TURKISH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
TWI	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
UDO	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
UKANIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
URDU	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
VIETNAMESE	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
WOLOF	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
YIDDISH	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
YORUBA	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
YUGOSLAVIAN	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
ZULU	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00
OTHER LANGUAGES	\$40.00	\$43.00	\$43.00	\$43.00	\$45.00

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e.g. 1606N020Q02



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Entity Information



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Entities

Disaster Response Registry


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For more information on how to use our keyword search, visit our [help guide](#) ▹

Any Words 

All Words 

Exact Phrase 

e.g. 123456789, Smith Corp

"AccurarcyNow Language Services a program of Catholic Charities" 

- Classification ▼
- Excluded Individual ▼
- Excluded Entity ▼
- Federal Organizations ▼
- Exclusion Type ▼
- Exclusion Program ▼
- Location ▼
- Dates ▼

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General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **AccuracyNow Language Services, a program of Catholic Charities**
Date: **12/20/2021 12:04:27 PM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
-------------------	---------

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

PURCHASE CONTRACT

This Contract is entered into on 1 / 7 / 2022 by and between the Board of County Commissioners, Hamilton County, Ohio (Hereinafter "County") on behalf of the Hamilton County Department of Job & Family Services (hereinafter "HCJFS") and AccuracyNow Language Services, a program of Catholic Charities (hereinafter "Provider"), with an office at 7162 Reading Rd. Suite 600, Cincinnati, OH 45234, whose telephone number is (513) 672-3949, for the purchase Face to Face Interpretation 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 Forty Thousand Dollars (\$40,000) over the Initial Term.

In addition to the term set forth above, Contract may be renewed, at the County's option for one (1) additional two (2) year term at the prices set forth below. County will provide Provider 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, 2025 -- December 31, 2026	\$30,000
---------	--------------------------------------	----------

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 in Exhibit I, Request for Proposal (RFP) # SC04-21R and Exhibit II, Provider's Proposal for the RFP # SC04-21R ("Service(s)").

B. EXHIBITS

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

1. Exhibit I--Request for Proposal SC04-21R;
2. Exhibit II -- Provider's Proposal in response to Exhibit I; and
3. Exhibit III -- Cost Sheet

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) # SC04-21R; then
- B. Exhibit II – Provider’s Response to SC04-21R; then
- C. Exhibit III – Cost Sheet

4. BILLING AND PAYMENT

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

For any partial hour(s) billed above and beyond the minimum hour(s) or service provided, the provider will bill in -hour increments as follows:

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

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

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

Each original invoice shall be sent via encrypted email and sent bi-weekly to the Family & Adult Assistance Section Chief, Hamilton County Dept. of Job & Family Services, 222 E. Central Parkway, Cincinnati, Ohio 45202 within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all Services provided during the service month on each of the above described invoices. Provider shall indicate the following on all invoices submitted for payment: Under no circumstances will HCJFS make payment for any services invoiced after two (2) months after the end of

the service month. County will use its best efforts to make payment within thirty (30) days after receipt of the invoice, for all invoices received in accordance with the terms of this Contract.

Provider shall provide the follow information on each invoice:

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

Provider 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.
- C. Provider will indicate purchase order number and Provider number on all invoices submitted for payment.
- D. The Provider warrants that claims made to HCJFS for payment for services provided shall be for actual services rendered and do not duplicate claims made by the Provider to other sources of public funds for the same services.

5. AVAILABILITY AND RETENTION OF RECORDS

Provider agrees that all records, documents, writing or other information, including, but not limited to, financial records, census records, consumer records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this Contract, and all records, documents, writings, or other information, including, but not limited to financial, census and consumer records used

by Provider in the performance of this Contract are treated according to the following terms:

- A. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by the Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services ("ODJFS"), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services are rendered under this Contract. If an audit, litigation, or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

6. NON-EXCLUSIVE

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

7. CONFLICT OF INTEREST

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

The Provider further agrees that there is no financial interest involved on the part of any HCJFS officers, the County, or County employees of the county involved in the development of the specifications or the negotiation of this Contract. The Provider has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a County and/or HCJFS employee will gain

financially or receive personal favors as a result of the signing or implementation of this Contract. The Provider will report the discovery of any potential conflict of interest to HCJFS. Should a conflict of interest be discovered during the term of this Contract, County may exercise any right under the Contract including termination of this Contract.

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

8. ASSIGNMENT AND USE OF FREELANCE CONTRACTORS

The parties expressly agree that this Contract shall not be assigned by the Provider without the prior written approval of HCJFS and County. The Provider may not Notwithstanding any other provisions of this Contract that would afford Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract, without HCJFS' 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 Provider will provide Services under this Contract through the use of independent freelance contractors. For purposes of this Contract, such independent freelance contractors 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, Provider agrees to provide a list of all freelance contractors to be utilized in connection with this Contract.

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

9. GOVERNING LAW

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

10. INTEGRATION AND MODIFICATION

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

Provider acknowledges and agrees that only staff from the Contract Services Section of HCJFS may initiate 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 Provider Thirty (60) calendar days prior to the effective date of termination.

2. By Provider:

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

B. Termination for Cause by HCJFS

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

If Provider fails to cure the default in accordance with an approved plan, then 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 Provider.

C. Effect of Termination

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

13. 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. The goals of the Transition Plan are to: a) ensure continuity of care; b) not disrupt care unnecessarily; and c) ensure the safety of Consumers and their families. 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 to

Consumers and families, the Transition Plan, at a minimum, includes the following schedule:

- A. Consumer records will be provided to HCJFS thirty (30) days prior to the termination date of the Contract;
- B. A monthly Service Authorization report will be provided to HCJFS or designee until the termination date of the Contract; and
- C. "Data dump" to HCJFS of all consumer data from Provider'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.

14. GOOD FAITH EFFORT

In the event of termination of this Contract; both parties agree to work cooperatively and use their best efforts to minimize any adverse effects of such termination on the Consumers.

15. COMPLIANCE

Provider certifies that Provider 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 Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's employees.

16. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

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

17. 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 Provider 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.

18. PROVIDER SOLICITATION OF HCJFS EMPLOYEES

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

19. RELATIONSHIP

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

20. DISCLOSURE

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

21. 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.

22. NO ADDITIONAL WAIVER

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

23. CONFIDENTIALITY

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

24. AUDIT RESPONSIBILITY

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

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

Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Provider recognizes and agrees that HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract. When an overpayment is identified and the overpayment cannot be repaid in one (1) month, Provider 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. Provider shall cause to be conducted an annual independent audit report. Within fifteen (15) days of receipt, Provider agrees to give HCJFS a copy of Provider's most recent annual report and most recent annual independent audit report.
- C. HCJFS reserves the right to evaluate programs of the Provider and all 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 Provider's own time and expense.
- D. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with 2 CFR Part 200, Subpart F.. Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

25. WARRANTY

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

26. AVAILABILITY OF FUNDS

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

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

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

27. FORCE MAJEURE

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

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

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

28. 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.

29. PUBLIC RECORDS

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

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

30. DRUG-FREE WORKPLACE

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

31. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

32. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

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

33. AMENDMENTS

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

34. INSURANCE

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

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

4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- B. 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 Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, and Umbrella/Excess Liability when added together.

- D. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code
- E. The Provider 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. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates effecting coverage required by this clause. All certificates are to be received by 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 Provider’s obligation to maintain such insurance.
7. Provider shall declare any self-insured retention to HCJFS and County pertaining to liability insurance. The Provider 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 Provider provides insurance coverage under a “claims-made” basis, the Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy’s retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claims-made policy issued for a similar coverage while the Provider was under Contract with the County and HCJFS.

The Provider will require all insurance policies (excluding Professional

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

9. The Provider, the County and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.
10. The Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, and their respective officials, employees, agents and volunteers. Any insurance maintained by the County or HCJFS shall be in excess of the Provider's insurance and shall not contribute to it.
11. If any or all of the work or services contemplated by this Contract is subcontracted, the Provider will ensure that any and all freelance contractors comply with all insurance requirements contained therein.

35. INDEMNIFICATION & HOLD HARMLESS

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

In addition, Provider agrees to pay all Damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising regardless of any conflict of interest that may exist between the Indemnified Parties and Provider. In the event Provider fails to defend the Indemnified Parties as set forth in this Paragraph, which may result in a breach of contract, such parties may defend themselves and Provider

shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this paragraph shall survive the expiration or termination of the Contract for any reason.

36. LOBBYING

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

37. PROPERTY OF HAMILTON COUNTY

Any Deliverable provided or produced by Provider under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of County and HCJFS which have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider will not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for County, HCJFS and Provider to use such copyrighted matter in the manner provided herein. Provider agrees that all Deliverables will be made freely available to the general public unless 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 Provider 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 Provider's right to use general concepts, algorithms, programming techniques, or methodologies that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

38. 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:

- D. Records will be provided to HCJFS thirty (30) days prior to the termination date of the Contract;
- E. A monthly Service report will be provided to HCJFS or designee until the termination date of the Contract; and
- F. "Data dump" to HCJFS of all data from Provider'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.

39. DEBARMENT AND SUSPENSION

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

40. FAITH BASED ORGANIZATIONS

If Provider is a faith based organization, Provider agrees that it will perform the duties under this Contract in compliance with Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of 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 Provider. If any Consumers objects to the religious character of the organization, Provider will immediately notify HCJFS.

41. CHILD SUPPORT

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

42. 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 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.

43. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

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

44. ENERGY POLICY AND CONSERVATION ACT

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

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 Providers and volunteers who come onsite to a County building. Contractor includes

but is not limited to, consultants, construction contractors, service Providers, 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

Provider should contact the following HCJFS staff with questions:

Name & Email	Phone #	Department	Responsibility
Contract Specialist Sheila Bass Sheila.Bass@jfs.ohio.gov	513-946-2236	Contract Services	Contract changes, Contract language
Accounts Payable Chelcia Colbert Chelcia.Colbert@jfs.ohio.gov	513-946-1521	Fiscal	Billing & payment
Section Chief Melissa Graves Melissa.Graves@jfs.ohio.gov	513-946- 1798	Family& Adult Asst 2	Scope of service, Contract Language

B. Provider Contacts

HCJFS should contact the following Provider staff with any questions:

Name & Email	Phone #	Department	Responsibility
Litz Main	513-792-5031		All aspects of the contract.

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 Services

AccuracyNow Services

By: 
(Signature)

By: 
(Signature)

Name: Amy Story
(Print)

Name: LIZ MAIN
(Print)

Title: Interim Director
(Print)

Title: DIRECTOR OF LANGUAGE SERVICES
(Print)

Date: 1/7/2022


Date: 12 | 21 | 2021

Recommended By:

Date: _____

Amy Story, Interim Director
Hamilton County Department of Job & Family Services
Hamilton County, Ohio

Approved as to form:
DocuSigned by:

By: 
Assistant Prosecuting Attorney
Hamilton County, Ohio

Prepared By: SRB
Checked by: LMWG
Approved by: LW

HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

PURCHASE CONTRACT

This Contract is entered into on 2/26/2020 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 Hearing Speech & Deaf Center of Greater Cincinnati, (Hereinafter "Provider"), with an office at 2825 Burnet Ave. Suite 330, Cincinnati Ohio 45219, whose telephone number is (513) 221-0527, for the purchase of Deaf and Hard of Hearing Interpretation Services.

1. TERM

This Contract will be effective from January 1, 2020 through December 31, 2022 inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of the Contract shall not exceed \$37,500.00 over the life of this Contract and Renewal.

In addition to the terms set forth above, Contract may be renewed, at the County's option for one (1) additional two (2) year term at the prices set forth below. County will provide Provider written notice of its intention to not renew the Contract at least thirty (30) days prior to the expiration of the term then in effect.

Initial Term	January 1, 2020 – December 31, 2022	\$22,500.00
Renewal Term	January 1, 2023 – December 31, 2024	\$15,000.00

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Contract, the Provider agrees to perform services as described in Attachment A Questions and Answers and Attachment B Cost Sheet which include, but not limited to the provision of qualified interpreters to facilitate communication for Consumers who are deaf or hard of hearing, or in any other situation where the services of a qualified interpreter are needed. The interpreter will use the communication system (American Sign Language, Manually Coded English, Pidgin Sign, or Oral Interpreting) whichever is most appropriate for each individual or situation.

3. CONSUMER AUTHORIZATIONS

A. Form of Consumer Authorizations

Provider agrees that it will only provide Services to Consumers for whom it has obtained a written pre-authorization from HCJFS (the "Consumer Authorization"). Provider agrees it will give HCJFS thirty (30) days prior written notice before terminating any Consumer currently enrolled with such Provider or on temporary leave.

B. Reimbursement for Services

HCJFS will not reimburse for any Service: 1) not authorized via a Consumer Authorization; 2) exceeding the total authorized Units of Service set forth on the Consumer Authorization; or 3) exceeding the total dollar amount set forth on the Consumer Authorization.

It is the responsibility of Provider to monitor the Units of Service set forth on each Consumer Authorization. Provider agrees that it will not receive payment for any Service exceeding a Consumer Authorization or for which no Consumer Authorization has been issued. Provider is responsible for requesting additional Consumer Authorizations prior to the time such additional Services are rendered.

4. BILLING AND PAYMENT

A. County shall pay Provider in accordance with the billable rates set forth in Attachment B "Cost Sheet". If this Contract is extended into renewal terms, then the County shall pay Provider as set out in Attachment B.

All assignments will be paid for a minimum of 1 (one) hour. If an assignment is requested for more than two (2) hours, two (2) interpreters will be assigned. If the Consumer is not present on the scheduled date and time, Provider will be responsible for determining whether one (1) or two (2) interpreters are required to wait at an assignment for twenty (20) minutes based on the information HCJFS provided about the assignment. If the Consumer has not reported to the assignment within the twenty (20) minute time frame, the interpreter(s) may leave and HCJFS will be billed for the 1 (one) hour minimum time period.

Requests overlapping different time/rate periods: Some service may overlap from a daytime rate to an evening rate or vice versa. Example: An interpreter is requested on a weekday from 3:30 – 6:00 pm, the standard day rate would

apply to the 3:30 -5:00 time; the evening rate would apply for the 5:00 – 6:00 pm time, and portal to portal will be divided between the two rates. This also applies to any requests before 7:00 am.

Requests involving a block of time: If an interpreter request is made for a block of time involving more than the 1 (one) hour minimum time period, the billing will reflect portal to portal, the total number of hours requested and any additional time that was provided. If the interpreter is dismissed early, HCJFS will be billed for the amount of time actually provided or the 1 (one) hour minimum, whichever is greater.

Cancellations: HCJFS is responsible for notifying Provider immediately if it becomes necessary to cancel any service requested. If a service is not canceled at least twenty-four (24) hours in advance, including if the services are cancelled upon arrival, HCJFS will be billed for 100% of the block of time scheduled.

Emergency Service: Provider agrees to have an interpreter on call from 4:31 pm – 7:29 am weekdays and twenty-four (24) hours a day on weekends and holidays to respond to emergency needs. HCJFS should call the emergency line provided by Provider during these hours. If the emergency is during regular business hours, HCJFS should call the regular Provider office number and the emergency will be handled by the coordinator. The parties agree the additional emergency line is for emergencies only, such as medical, mental health, or legal/court hearings. HCJFS should not call this number if an interpreter was not scheduled for an appointment.

- A. Billing and Payment – Original invoices, signed by Provider, will be sent each month to HCJFS within Thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all service provided during the service month on the invoice.

HCJFS reserves the right to withhold payment until such time as requested and/or required reports are received.

1. HCJFS will not make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than One Hundred Sixty (60) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there will be no extension of the time limitations.
2. For accurate invoices which are received timely, HCJFS will make payment within Thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract. HCJFS will only pay for those services authorized and referred.

- B. Provider will indicate purchase order and vendor number on all invoices submitted for payment.
- C. The Provider warrants that claims made to HCJFS for payment for services provided shall be for actual services rendered and do not duplicate claims made by the Provider to other sources of public funds for the same service.

4. AVAILABILITY AND RETENTION OF RECORDS

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

- A. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by the Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS. Provider further agrees to maintain the confidentiality of all consumers and families served. No information on consumers served will be released for research or other publication without the express written consent of the HCJFS Director.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

5. NON-EXCLUSIVE

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

6. CONFLICT OF INTEREST

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

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

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

7. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by the Provider without the prior written approval of HCJFS. The Provider may not subcontract any of the services agreed to in this Contract without the express written consent of the HCJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider agrees it will remain primarily liable for the provision of all deliverables under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract are being met

Notwithstanding any other provisions of this Contract that would afford Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS' prior written consent, is grounds for HCJFS to terminate this Contract with one (1) day written notice. Provider must

notify HCJFS within one (1) business day when Provider knows or should have known that the subcontractor is out of compliance or unable to meet Contract or licensing requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's contract with Provider is terminated. Provider shall provide HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

8. GOVERNING LAW

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

9. INTEGRATION AND MODIFICATION

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

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

10. 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.

11. TERMINATION

A. Termination for Convenience

1. By HCJFS:

This Contract may be terminated by HCJFS upon notice, in writing, delivered upon Provider Sixty (60) calendar days prior to the effective date of termination.

2. By Provider:

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

B. Termination for Cause by HCJFS

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

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

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

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

C. Effect of Termination

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

12. COMPLIANCE

Provider certifies that Provider 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 Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's employees.

13. NON-DISCRIMINATION IN EMPLOYMENT

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

During the performance of this Contract, Provider will not discriminate against any

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

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

14. 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 Provider 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.

15. PROVIDER SOLICITATION OF HCJFS EMPLOYEES

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

16. RELATIONSHIP

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

17. DISCLOSURE

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

18. 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.

19. NO ADDITIONAL WAIVER

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

20. CONFIDENTIALITY

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

21. AUDIT RESPONSIBILITY

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

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

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

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

- B. Provider shall cause to be conducted an annual independent audit report. Within fifteen (15) days of receipt, Provider agrees to give HCJFS a copy of Provider's most recent annual report and most recent annual independent audit report.
- C. HCJFS reserves the right to evaluate programs of the Provider and all 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 Provider's own time and expense.
- D. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

22. WARRANTY

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

23. AVAILABILITY OF FUNDS

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

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

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

24. FORCE MAJEURE

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

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

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

25. 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.

26. PUBLIC RECORDS

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

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

27. DRUG-FREE WORKPLACE

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

28. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

29. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

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

30. AMENDMENTS

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

31. INSURANCE

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

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

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

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of \$300,000.00 per occurrence and \$300,000.00 in the aggregate.

- 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 business auto primary policies and containing the following coverage:
 1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. 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, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

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

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

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

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

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

Failure of HCJFS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of HCJFS to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.

4. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. The Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
5. If the Provider provides insurance coverage under a "claims-made" basis, the Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous

coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claims-made policy issued for a similar coverage while the Provider was under Contract with the County and HCJFS.

6. The Provider will require all insurance policies (excluding Professional Liability) in any way related to the work and secured and maintained by the Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. The Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
7. The Provider, the County and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.
8. The Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, and their respective officials, employees, agents and volunteers. Any insurance maintained by the County or HCJFS shall be in excess of the Provider's insurance and shall not contribute to it.
9. If any or all of the work or services contemplated by this Contract is subcontracted, the Provider will ensure that any and all subcontractors comply with all insurance requirements contained therein.

32. INDEMNIFICATION & HOLD HARMLESS

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

and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

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

33. LOBBYING

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

34. PROPERTY OF HAMILTON COUNTY

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

The Deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed the sole author of the Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are deemed not to be a "work

made for hire,” or if there are any rights in the Deliverable(s) not so conveyed to HCJFS, then Provider agrees to and by executing this Contract hereby does assign to HCJFS all worldwide rights, title, and interest in and to the Deliverables. HCJFS acknowledges that its sole ownership of the Deliverable(s) under this Contract does not affect Provider’s right to use general concepts, algorithms, programming techniques, or methodologies that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

35. TRANSITION PLAN

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

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

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

36. DEBARMENT AND SUSPENSION

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

37. FAITH BASED ORGANIZATIONS

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

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

38. CHILD SUPPORT

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

39. DEBT CHECK PROVISION

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

40. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

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

Executive Order 11738, and any applicable Environmental Protection Agency Regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

41. ENERGY POLICY AND CONSERVATION ACT

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

42. 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.

43. CONTACT INFORMATION

A. HCJFS Contacts

Provider should contact the following HCJFS staff with questions:

Name & Email	Phone #	Department	Responsibility
Sheila Bass	513-946-2236	Contract Services	contract changes, contract language
Mellissa Graves	513-946-1731	Section Chief	scope of services, Consumer Authorization
Yonas Asmeron	513-946-1320	Fiscal	billing & payment

B. Provider Contacts

HCJFS should contact the following Provider staff with any questions:

Name & Email	Phone #	Department	Responsibility
J.B. Boothe	513-221-0527	Chief Executive Officer	Contract changes, contract language, Scope of services, billing and payment

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

SIGNATURES

Hamilton County Department of
Job & Family Services

Hearing, Speech, & Deaf Center of
Greater Cincinnati

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Name: _____
(Print)

Name: J.B. BOOTHE
(Print)

Title: Director
(Print)

Title: CEO
(Print)

Date: 2/26/2020

Date: 2/19/2020

Approved as to form:

By: [Signature]
Assistant Prosecuting Attorney
Hamilton County, Ohio

Prepared By [Signature]
Checked By [Signature]
Approved By [Signature]

ATTACHMENT A

Questions:

1. Please provide details regarding available coordination options for the scheduling the services with HCJFS.

Hearing Speech + Deaf Center offers 3 options to request services:

1. Call our interpreting scheduler at 513-487-7711 (8:30 am – 5:00 pm) or our answering service at 513-729-5211 (5:00 pm to 8:30 am Monday – Friday and on weekends and holidays)
2. Email the Interpreting Services scheduler at coordinator@hearingspeechdeaf.org
3. Log on to your account in our scheduling software, Boostlingo, and request services via this site once your profile has been created.

2. Please provide your shortest possible response times and list conditions during business hours (7:30 a.m. – 4:30 p.m. For example; within 30 minutes, 1 hour.

Within 5 to 15 minutes

3. Please provide your shortest possible response times and list conditions after business hours (4:31p.m. – 7:29 p.m.). For example; within 30 minutes, 1 hour.

Within 1 hour

4. Provide response time for emergent telephone services.

Within 1 hour

5. Provide response time for emergent face to face services.

Within 1 hour to 1 hour and 30 minutes

6. Provide response time for request made during the weekend and holidays.

Within 1 hour

ATTACHMENT B

COST SHEET for INTERPRETER SERVICES FOR DEAF OR HARD OF HEARING PERSONS

Description	Initial Term 1/1/2020 - 12/31/2022 Cost per hour	Renewal 1/1/2023 - 12/31/2024 Cost per hour
TELEPHONE SERVICES		
During business hours 7:30 a.m. – 4:30 p.m.	\$ 62.50	\$ 65.00
After business hours 4:31 p.m. – 7:29 a.m.	\$ 65.00	\$ 67.50
Weekends & Holidays	\$ 67.50	\$ 70.00
Emergency	\$ 70.50	\$ 73.00
FACE TO FACE SERVICES		
During business hours 7:30 a.m. – 4:30 p.m.	\$ 62.50	\$ 65.00
After business hours 4:31 p.m. – 7:29 a.m.	\$ 65.00	\$ 67.50
Weekends & Holidays	\$ 67.50	\$ 70.00
Emergency	\$ 70.50	\$ 73.00
LEGAL SERVICES		
Legal Services during business hours 7:30 a.m. – 4:30 p.m.	\$ 85.00	\$ 85.00
Legal Services after business hours 4:31 p.m. – 7:29 a.m.	\$ 85.00	\$ 85.00
Weekends & Holidays	\$ 85.00	\$ 85.00
Emergency	\$ 85.00	\$ 85.00
FUNERAL SERVICES		
Funeral Services during business hours 7:30 a.m. – 4:30 p.m.	\$ 62.50	\$ 65.00
Funeral Services after business hours 4:31 p.m. – 7:29 a.m.	\$ 65.00	\$ 67.50
Weekends & Holidays	\$ 67.50	\$ 70.00
Emergency	\$ 70.50	\$ 73.00

Name of Company: Hearing Speech + Deaf Center

Address: 2825 Burnet Ave. Suite 330

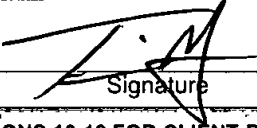
City: Cincinnati State: Ohio Zip: 45219

Phone: 513-221-0527 Fax: 513-221-8014

E-mail: jbooth@hearing-speech-deaf.org

Signature: [Signature] CEO Date: 12/20/19

HCJFS Contract Cover Sheet

1. CONTRACT SPECIALIST:				PHONE NUMBER		
Bass, Sheila				(513) 946-2236		
2. TYPE OF AGREEMENT						
CONTRACT #	AMENDMENT #	RENEWAL #	OTHER#	DOLLAR AMOUNT	BEGIN DATE	END DATE
130784				\$22,500.00	01/01/2020	12/31/2022
3. VENDOR NAME						
HEARING SPEECH & DEAF CTR GREATER CINT						
4. FOR THE PURCHASE OF:						
INTERPRETATION						
5. SIGNATURE AUTHORITY						
HCJFS Director						
6. DESCRIPTION OF CONTRACT SCOPE						
Interpretation services for hearing impaired and deaf consumers.						
Resolution Required? N						
7. PROCUREMENT METHOD/PROCESS						
PROCUREMENT DECISION				FUNDING SOURCE(S)		
Procurement is required				Federal/State		
Procurement Document Type: RFQ Doc # SB07-19Q						
8. MANDATE						
Mandated Service or Good? Y Source: Title VI of the Civil Rights Act of 1964						
9. ASSISTANT DIRECTOR'S SIGNATURE						
Date Sent to Assistant Director: <u>2/25/2020</u> Date						
Contract Reviewed and Approved By: <u></u> <u>2/25/2020</u> Signature Date						
AFTER SIGNATURE BY HCJFS DIRECTOR COMPLETE SECTIONS 10-12 FOR CLIENT-BASED CONTRACTS REQUIRING BOCC APPROVAL						
10. HCJFS RESOLUTION NUMBER						
11. PROSECUTOR REVIEW						
Prosecutor Reviewed? Y Date of Letter: 02/06/2020						
12. THE ATTACHED AGREEMENT REQUIRES						
<input checked="" type="checkbox"/> Auditor's Certificate <input type="checkbox"/> Contract Log/Process Timeline <input checked="" type="checkbox"/> Insurance/Worker's Comp Attach with packet if checked						
13. ATTACHED LEGISLATION HAS BEEN REVIEWED BY AND IS BELIEVED TO BE ERROR FREE:						
Co-Worker: _____ Supervisor: _____ Section Chief: _____						

HCJFS CONTRACT PREP/MONITORING CHECKLIST

Original Contract Contract Renewal Contract Amendment

Contract #: 130784	Tax ID/Vendor #: 310536654
Provider/Vendor: Hearing Speech & Deaf Center of Greater Cincinnati Program: Interpreters	Contract Specialist: Sheila Bass
Staff Signature: <i>Sheila Bass</i>	Date: 2/25/2020
Supervisor Signature: <i>Ray Burton</i>	Date: 2/25/2020

The following documents are attached, have been completed or determined to be in compliance with Contract terms and conditions.	Yes	No	N/A
▪ CAMP form	X		
▪ HCJFS Contract Coversheet	X		
▪ Prosecutor's Letter	X		
▪ Routine Renewal, if applicable	X		
▪ County Purchasing Checklist, if applicable	X		
▪ Purchase Order or VE	X		
▪ Contract web checks (www.auditor.state.oh.us and www.sam.gov/portal/SAM)	X		
▪ Certificate of Insurance, Worker's Comp. Certificate and coverage amounts	X		
▪ Insurance Waiver – if applicable			X
▪ Licenses, certifications, etc., if applicable			X
▪ Copy of Articles of Incorporation, if applicable			X
▪ Copy of most recent Federal tax return			X
▪ Copy of most recent independent audit			X
▪ Copy of most recent OMB Circular A-133 audit, if applicable			X
▪ Notarized Declaration of Property Tax Delinquency, if applicable			X
▪ Subrecipient Monitoring Checklist			X
▪ Subrecipient Notice Sent to Provider			X
▪ Other (as determined by funding or program requirements), list documents			X

SAM Search Results
List of records matching your search for :

Search Term : Hearing Speech & Deaf Center Of Greater Cincinnati*
Record Status: Active

ENTITY: Hearing Speech & Deaf Center Of Greater Cincinnati Status: Active

DUNS: 780193707 +4: CAGE Code: 4H3U1 DoDAAC:

Expiration Date: 04/10/2020 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 2825 Burnet Ave Ste 330

City: Cincinnati

State/Province: OHIO

ZIP Code: 45219-2426

Country: UNITED STATES



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Hearing Speech & Deaf Center of Greater Cincinnati**
Date: **2/24/2020 3:16:53 PM**

This search produced the following list of 5 possible matches:

Name/Organization	Address
Rhea, Monica	1049 Walton Ave.
Rhea, Shalan	
Rhea Academy Community School,	
Rhea-Byrd, Rhonda	
Whitehead, Beverly A	6018 Dahlgren Ave. #24

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

ATTACHMENT G

Contract # 131318

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

This Contract is entered into on May 18, 2023 by and between the Board of County Commissioners, Hamilton County, Ohio (Hereinafter "County") on behalf of the Hamilton County Department of Job & Family Services (hereinafter "HCJFS") and Propio LS, LLC., (hereinafter "Provider"), with an office at 10801 Mastin Street Suite 580, Overland Park, KS 66210, whose telephone number is (913)318-8373, for the purchase of telephonic interpretation.

1. TERM

This Contract will be effective from May 18, 2023 through May 17, 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 Six Hundred Eighty-Four Thousand Three Hundred Ninety-Five Dollars and Ninety-Five Cents (\$684,395.95) over the Initial Term.

In addition to the terms set forth above, Contract may be renewed, by mutual agreement of the parties for four (4) additional one (1) year renewal terms at the price set forth below, unless either party gives the other party written notice of its intent not to renew the Contract at least one hundred twenty (120) days prior to the expiration of the term.

Initial Term	May 18, 2023 - May 17, 2024	\$136,879.19
Optional Renewal	May 18, 2024 - May 17, 2025	\$136,879.19
Optional Renewal	May 18, 2025 - May 17, 2026	\$136,879.19
Optional Renewal	May 18, 2026 - May 17, 2027	\$136,879.19
Optional Renewal	May 18, 2027 - May 17, 2028	\$136,879.19

2. SCOPE OF SERVICE

Subject to terms, conditions, and specifications 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 telephonic interpretation services described in Exhibit I, Request for Proposals #KB04-22R, ("Services") Exhibit II, Provider's response to the Request for Proposals #KB04-22R, and Exhibit III Provider's cost sheet.

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 – The Request for Proposal #KB04-22R
- B. Exhibit II – Provider's Response to the Request for Proposal; then
- C. Exhibit III – Provider's Cost

4. BILLING AND PAYMENT

- A. County agrees to compensate the Provider at the rates as set forth in Exhibit III. Provider will be contacted by HCJFS staff as services are needed. The time that Provider will be compensated by County will begin at the time an interpreter comes on the line. Services will be billed in one (1) minute increments.
- B. Billing and Payment – An original invoice must be submitted each month to Melissa Graves, Hamilton County Dept. of Job and Family Services, 222 East Central Parkway, Cincinnati, Ohio 45202 within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all services provided during the service month on the invoice. Under no circumstances will HCJFS make payment for any services invoiced after two (2) months after the end of the service month without prior agency approval. 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.
- C. Invoice Detail - the following information must be set forth on every invoice:
 1. Provider's name, contact, address, telephone number, fax number, email address and Provider number;
 2. The number of minutes supplied by Provider multiplied by the rate of pay for such Service; and
 3. Purchase order number.
- D. Detail Report in Excel format – the following must be provided to HCJFS on a monthly basis:
 1. Date of service;
 2. HCJFS Employee's Name (Requester);
 3. HCJFS Employee's (Requester) Telephone Number

4. Consumer's Name;
5. Start Time;
6. End Time;
7. Total Minutes/Hours;
8. Dial Out fee per Call;
9. Amount invoiced per Call;
10. Services provided during regular business hours;
11. Services provided after business hour and holidays; and
12. Total amount billed.

5. AVAILABILITY AND RETENTION OF RECORDS

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

- A. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by the Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS. Provider further agrees to maintain the confidentiality of all consumers and families served. No information on consumers served will be released for research or other publication without the express written consent of the HCJFS Director.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.

D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

6. NON-EXCLUSIVE

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

7. CONFLICT OF INTEREST

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

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

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

8. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by the Provider without the prior written approval of HCJFS. The Provider may not subcontract any of the services agreed to in this Contract without the express written consent of the HCJFS, except that Provider has HCJFS' express permission to utilize the services of interpreters who are freelancers/independent contractors to deliver Services under this Agreement. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider agrees it will remain primarily liable for the provision of all deliverables under this Contract and it will monitor any approved

subcontractors to assure all requirements under this Contract are being met.

Notwithstanding any other provisions of this Contract that would afford Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS' prior written consent, is grounds for HCJFS to terminate this Contract with one (1) day written notice. Provider must notify HCJFS within one (1) business day when Provider knows or should have known that the subcontractor is out of compliance or unable to meet Contract or licensing requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's contract with Provider is terminated. Provider shall provide HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

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.

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

11. SEVERABILITY

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

12. TERMINATION

A. Termination for Convenience

1. By HCJFS:

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

2. By Provider:

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

B. Termination for Cause by HCJFS

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

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

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

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

C. Effect of Termination

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

13. GOOD FAITH EFFORT

In the event of termination of this Contract, both parties agree to work cooperatively and use their best efforts to minimize any adverse effects of such termination.

14. COMPLIANCE

- A. Provider certifies that Provider and all subcontractors who provide direct or indirect Services under this Contract will comply with all requirements of federal laws and regulations, applicable 2 CFR ,200, state statutes and Ohio Administrative Code rules in the conduct of work hereunder.

Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's full time employees.

- B. Prohibitions for Purchases of Telecommunication & Video Surveillance from Selected Providers - Providers must not award contracts, renew contracts or expend any federal grant funds to purchase or obtain equipment or services that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system which are produced by Huawei Technologies or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

15. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

16. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

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

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

17. 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 Provider 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. Provider shall post the most recent version of the AD- 475A and/or AD-475B "And Justice for All" poster.

18. PROVIDER SOLICITATION OF HCJFS EMPLOYEES

Provider warrants that for one for the duration of the contract and all amendments or renewals, the Bidder will not solicit Hamilton County employees to work for Bidder. A general solicitation or advertisement is not a violation of this Section.

19. RELATIONSHIP

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

20. DISCLOSURE

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

21. 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.

22. NO ADDITIONAL WAIVER

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

23. CONFIDENTIALITY

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

24. AUDIT RESPONSIBILITY

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

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

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

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

- C. HCJFS reserves the right to evaluate programs of the Provider 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 Provider's own time and expense.**
- D. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.**

25. WARRANTY

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

applicable professional standards.

26. AVAILABILITY OF FUNDS

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

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

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

27. FORCE MAJEURE

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

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

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

28. 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.

29. PUBLIC RECORDS

This Contract is a matter of public record under the laws of the State of Ohio. Provider agrees to make copies of this Contract promptly available to any requesting

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

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

30. DRUG-FREE WORKPLACE

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

31. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

32. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

33. AMENDMENTS

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

34. INSURANCE

Provider agrees to procure and maintain for the term of this Contract the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-: VII. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this contract, as further defined in paragraph F. 7. of this section and as required by ORC 2744.05. Provider shall purchase the following coverage and minimum limits:

A. Commercial general liability insurance policy with coverage contained in the most current 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. Coverage will include:

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

B. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.

D. The Provider 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 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, 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. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause.
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.

Failure of HCJFS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of HCJFS to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.

6. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.

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

35. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Board of County Commissioners of Hamilton County Ohio, and its officials, employees, agents, and volunteers and the Hamilton County Job & Family Services and its officials, employees, agents, and volunteers (the Indemnified Parties) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), to the extent that such Damages

arise out of or in connection with any third party claim that the Services or Deliverables as performed or provided by Provider hereunder infringe any patent, copyright, trademark, trade secret, moral or any other intellectual property rights of such third party. Provider shall not be responsible for third party claims in which the materials supplied by Hamilton County which are the subject of the Services (the "Hamilton County Originals") are the infringing content.

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

36. LOBBYING

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

37. PROPERTY OF HAMILTON COUNTY

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

The Deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the

meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed the sole author of the Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are deemed not to be a "work made for hire," or if there are any rights in the Deliverable(s) not so conveyed to HCJFS, then Provider agrees to and by executing this Contract hereby does assign to HCJFS all worldwide rights, title, and interest in and to the Deliverables.

Notwithstanding the foregoing, Developer Tools (as hereinafter defined) shall remain under the exclusive ownership of Provider and shall not be considered "works made for hire". The term "Developer Tools" means any and all technology, software, tools, products, know-how, trade secrets, language resources, machine translation rules, glossaries and dictionaries, processes, and methods that are owned, controlled, developed, modified, or licensed by Provider, and all derivatives thereof, used by Provider in providing services to third parties generally. HCJFS acknowledges that the Developer Tools may constitute confidential, valuable proprietary information and/or trade secrets of Provider. HCJFS agrees not to use, copy, disclose or otherwise make available to any third party any Developer Tools which may come into its possession, knowledge or control.

38. DEBARMENT AND SUSPENSION

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

39. FAITH BASED ORGANIZATIONS

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

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

40. CHILD SUPPORT

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

41. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved.

By entering into this Contract, Provider warrants that a finding for recovery has not been issued to Provider by the Ohio Auditor of State. Provider further warrants that Provider shall notify HCJFS within one (1) business day should a finding for recovery occur during the Contract term.

42. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

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

43. ENERGY POLICY AND CONSERVATION ACT

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

44. 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.

45. CONTACT INFORMATION**A. HCJFS Contacts**

Provider should contact the following HCJFS staff with questions:

Name & Email	Phone #	Department	Responsibility
Sheila Bass Sheila.Bass@jfs.ohio.gov	(513)946-2236	Contract Services	contract changes, contract language
Melissa Graves <u>Melissa.Graves@jfs.ohio.gov</u>	(513) 946-1858	Assistant Director of Economic Sustainability	Program changes & invoice

B. Provider Contacts

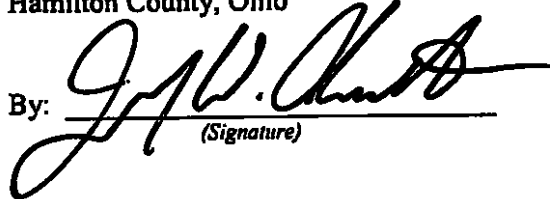
HCJFS should contact the following Provider staff with any questions:

Name & Email	Phone #	Department	Responsibility
Victor Lewis vlewis@propio-lthas.com	913-538-4433	Client Success Manager	Contract changes, Program changes & invoice
Patrick Kompass pkompass@propio-ls.com	913-318-8464	Implementation Manager	Initial account set-up and configuration and staff training

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

SIGNATURES

Board of County Commissioners,
Hamilton County, Ohio

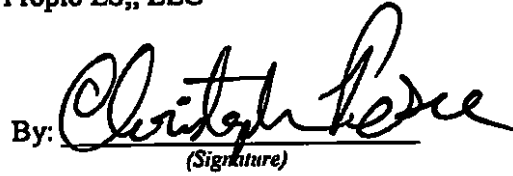
By: 
(Signature)

Name: Jeffrey Aluotto
(Print)

Title: County Administrator
(Print)

Date: 5/18/2023

Propio LS., LLC

By: 
(Signature)

Name: Christopher Pesce
(Print)

Title: Chief Financial Officer
(Print)

Date: 4/12/2023

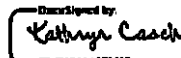
Recommended By:



Michael Patton
Hamilton County Department of Job & Family Services
Hamilton County, Ohio

Date: 4/24/2023

Approved as to form:

By: 
Assistant Prosecuting Attorney
Hamilton County, Ohio

Prepared By	SRB
Checked By	LEB
Approved By	LW

ATTACHMENT H

Contract # 131343**HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES****PURCHASE CONTRACT**

This Contract is entered into on June 29, 2023 by and between the Board of County Commissioners, Hamilton County, Ohio (Hereinafter "County") on behalf of the Hamilton County Department of Job & Family Services (hereinafter "HCJFS") and LanguageArts LLC., (hereinafter "Provider"), with an office at 19860 Plummer Street, Suite 200 North, Chatsworth, 91311 66210, whose telephone number is (747) 319-8961, for the purchase of telephonic interpretation.

1. TERM

This Contract will be effective from May 1, 2023 through May 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 Six Hundred Eighty-Four Thousand Three Hundred Ninety-Five Dollars and Ninety-Five Cents (\$684,395.95) over the Initial Term and any Optional Renewal Terms

In addition to the terms set forth above, Contract may be renewed, by mutual agreement of the parties for four (4) additional one (1) year renewal terms at the price set forth below, unless either party gives the other party written notice of its intent not to renew the Contract at least one hundred twenty (120) days prior to the expiration of the term.

Initial Term	May 1, 2023 – May 31, 2024	\$136,879.19
Optional Renewal	May 1, 2024 – May 31, 2025	\$136,879.19
Optional Renewal	May 1, 2025 – May 31, 2026	\$136,879.19
Optional Renewal	May 1, 2026 – May 31, 2027	\$136,879.19
Optional Renewal	May 1, 2027 – May 31, 2028	\$136,879.19

2. SCOPE OF SERVICE

Subject to terms, conditions, and specifications 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 telephonic interpretation services described in Exhibit I, Request for Proposals #KB04-22R, ("Services") Exhibit II, Provider's response to the Request for Proposals #KB04-22R, and Exhibit III Provider's Cost Sheet.

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 – The Request for Proposal #KB04-22R
- B. Exhibit II – Provider's Response to the Request for Proposal; then
- C. Exhibit III – Provider's Cost Sheet

4. BILLING AND PAYMENT

A. County agrees to compensate the Provider at the rates as set forth in Exhibit III. Provider will be contacted by HCJFS staff as services are needed. The time that Provider will be compensated by County will begin at the time an interpreter comes on the line. Services will be billed in one (1) minute increments.

B. Billing and Payment – An original invoice must be submitted each month to Melissa Graves, Hamilton County Dept. of Job and Family Services, 222 East Central Parkway, Cincinnati, Ohio 45202 within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all services provided during the service month on the invoice. Under no circumstances will HCJFS make payment for any services invoiced after two (2) months after the end of the service month without prior agency approval. 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.

C. Invoice Detail - the following information must be set forth on every invoice:

1. Provider's name, contact, address, telephone number, fax number, email address and Provider number;
2. The number of minutes supplied by Provider multiplied by the rate of pay for such Service; and
3. Purchase order number.

D. Detail Report in Excel format – the following must be provided to HCJFS on a monthly basis:

1. Date of service;
2. HCJFS Employee's Name (Requester);
3. HCJFS Employee's (Requester) Telephone Number
4. Consumer's Name;

5. Start Time;
6. End Time;
7. Total Minutes/Hours;
8. Dial Out fee per Call;
9. Amount invoiced per Call;
10. Services provided during regular business hours;
11. Services provided after business hour and holidays; and
12. Total amount billed.

5. AVAILABILITY AND RETENTION OF RECORDS

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

- A. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by the Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS. Provider further agrees to maintain the confidentiality of all consumers and families served. No information on consumers served will be released for research or other publication without the express written consent of the HCJFS Director.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.

D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

6. NON-EXCLUSIVE

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

7. CONFLICT OF INTEREST

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

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

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

8. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by the Provider without the prior written approval of HCJFS. The Provider may not subcontract any of the services agreed to in this Contract without the express written consent of the HCJFS, except that Provider has HCJFS' express permission to utilize the services of interpreters who are freelancers/independent contractors to deliver Services under this Agreement. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider agrees it will remain primarily liable for the provision of all deliverables under this Contract and it will monitor any approved

subcontractors to assure all requirements under this Contract are being met.

Notwithstanding any other provisions of this Contract that would afford Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS' prior written consent, is grounds for HCJFS to terminate this Contract with one (1) day written notice. Provider must notify HCJFS within one (1) business day when Provider knows or should have known that the subcontractor is out of compliance or unable to meet Contract or licensing requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's contract with Provider is terminated. Provider shall provide HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

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.

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

11. SEVERABILITY

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

extent permitted by law.

12. TERMINATION

A. Termination for Convenience

1. By HCJFS:

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

2. By Provider:

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

B. Termination for Cause by HCJFS

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

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

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

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

delivery of a written notice of termination to Provider.

C. Effect of Termination

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

13. GOOD FAITH EFFORT

In the event of termination of this Contract, both parties agree to work cooperatively and use their best efforts to minimize any adverse effects of such termination.

14. COMPLIANCE

- A. Provider certifies that Provider and all subcontractors who provide direct or indirect Services under this Contract will comply with all requirements of federal laws and regulations, applicable 2 CFR ,200, state statutes and Ohio Administrative Code rules in the conduct of work hereunder.

Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's full time employees.

- B. Prohibitions for Purchases of Telecommunication & Video Surveillance from Selected Providers - Providers must not award contracts, renew contracts or expend any federal grant funds to purchase or obtain equipment or services that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any

system which are produced by Huawei Technologies or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

15. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

subcontractors of said Provider.

16. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

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

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

17. 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 Provider 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. Provider shall post the most recent version of the AD- 475A and/or AD-475B "And Justice for All" poster.

18. PROVIDER SOLICITATION OF HCJFS EMPLOYEES

Provider warrants that for one for the duration of the contract and all amendments or renewals, the Bidder will not solicit Hamilton County employees to work for Bidder. A general solicitation or advertisement is not a violation of this Section.

19. RELATIONSHIP

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

20. DISCLOSURE

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

21. 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.

22. NO ADDITIONAL WAIVER

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

23. CONFIDENTIALITY

The Provider agrees to comply with all federal and state laws applicable to HCJFS and consumers of HCJFS concerning the confidentiality of HCJFS consumers. The Provider understands that any access to the identities of any HCJFS consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. The Provider agrees that the use or disclosure of information concerning HCJFS consumers for any purpose not directly related to the administration of this

Contract is prohibited. Provider will ensure all Consumer documentation is protected and maintained in a secure and safe manner. Provider further agrees to maintain the confidentiality of all Consumers and families served. No information on Consumers served will be released for research or other publication without the express written consent of the HCJFS Director.

24. AUDIT RESPONSIBILITY

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

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

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

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

- C. HCJFS reserves the right to evaluate programs of the Provider 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 Provider's own time and expense.
- D. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

25. WARRANTY

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

26. AVAILABILITY OF FUNDS

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

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

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

27. FORCE MAJEURE

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

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

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

28. 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.

29. PUBLIC RECORDS

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

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

30. DRUG-FREE WORKPLACE

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

31. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

32. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Provider from using Contract information and results to market to specific consumers or prospects.

33. AMENDMENTS

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

34. INSURANCE

Provider agrees to procure and maintain for the term of this Contract the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-: VII. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this contract, as further defined in paragraph F. 7. of this section and as required by ORC 2744.05. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current 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. Coverage will include:
 1. Additional insured endorsement;
 2. Product liability;
 3. Contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal and advertising injury; and
 7. Joint venture as named insured (if applicable).

- B. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.

C. The Provider 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 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, 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. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause.
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.

Failure of HCJFS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of HCJFS to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.

6. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.

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

35. 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 County, HCJFS and their respective members, 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, to the Vendor's negligence or intentionally wrongful Conduct arising out of the contract including, without limitation, by Vendor, its subcontractor(s), Vendor's or its subcontractor's (s') employees, agents, assigns, and those designated by Vendor to perform the work or Services encompassed by the Contract. Vendor agrees to pay all Damages of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Board of County Commissioners of Hamilton County Ohio, and its officials, employees, agents, and volunteers and the Hamilton County Job & Family Services and its officials, employees, agents, and volunteers (the Indemnified Parties) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), to the extent that such Damages arise out of or in connection with any third party claim that the Services or Deliverables as performed or provided by Provider hereunder infringe any patent, copyright, trademark, trade secret, moral or any other intellectual property rights of such third party. Provider shall not be responsible for third party claims in which the materials supplied by Hamilton County which are the subject of the Services (the "Hamilton County Originals") are the infringing content.

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

36. LOBBYING

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

reserves the right to immediately suspend payment and terminate the Contract.

37. PROPERTY OF HAMILTON COUNTY

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

The Deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed the sole author of the Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are deemed not to be a "work made for hire," or if there are any rights in the Deliverable(s) not so conveyed to HCJFS, then Provider agrees to and by executing this Contract hereby does assign to HCJFS all worldwide rights, title, and interest in and to the Deliverables.

Notwithstanding the foregoing, Developer Tools (as hereinafter defined) shall remain under the exclusive ownership of Provider and shall not be considered "works made for hire". The term "Developer Tools" means any and all technology, software, tools, products, know-how, trade secrets, language resources, machine translation rules, glossaries and dictionaries, processes, and methods that are owned, controlled, developed, modified, or licensed by Provider, and all derivatives thereof, used by Provider in providing services to third parties generally. HCJFS acknowledges that the Developer Tools may constitute confidential, valuable proprietary information and/or trade secrets of Provider. HCJFS agrees not to use, copy, disclose or otherwise make available to any third party any Developer Tools which may come into its possession, knowledge or control.

38. DEBARMENT AND SUSPENSION

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

fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate the Contract.

39. FAITH BASED ORGANIZATIONS

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

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

40. CHILD SUPPORT

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

41. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved.

By entering into this Contract, Provider warrants that a finding for recovery has not been issued to Provider by the Ohio Auditor of State. Provider further warrants that Provider shall notify HCJFS within one (1) business day should a finding for recovery occur during the Contract term.

42. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

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

Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency Regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

43. ENERGY POLICY AND CONSERVATION ACT

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

44. 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.

45. CONTACT INFORMATION

A. HCJFS Contacts

Provider should contact the following HCJFS staff with questions:

Name & Email	Phone #	Department	Responsibility
Sheila Bass Sheila.Bass@jfs.ohio.gov	(513)946-2236	Contract Services	contract changes, contract language
Melissa Graves Melissa.Graves@jfs.ohio.gov	(513) 946-1858	Assistant Director of Economic Sustainability	Program changes & invoice

B. Provider Contacts

HCJFS should contact the following Provider staff with any questions:

Name & Email	Phone #	Department	Responsibility
Pola Aghakhanians Pola@LanguageArtsUSA.com	747.319.8961	Team Leader	Account Manager

Claudio Frederico CFederico@LanguageArtsUSA.com	747.319.8921	COO	Contract Changes
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The terms of this Contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

Board of County Commissioners,
Hamilton County, Ohio

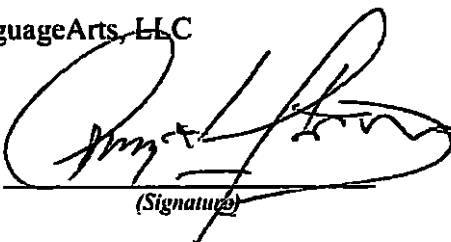
By: 
(Signature)

Name: Jeffrey Aluotto
(Print)

Title: County Administrator
(Print)

Date: 6/29/2023

LanguageArts, LLC

By: 
(Signature)

Name: Claudio Federico
(Print)

Title: Chief Operating Officer
(Print)

Date: May 31, 2023


Recommended By:



Michael Patton
Hamilton County Department of Job & Family Services
Hamilton County, Ohio

Date: 6/2/2023

Approved as to form:

By: 
Assistant Prosecuting Attorney
Hamilton County, Ohio

Prepared By SRB
Checked By LMWG
Approved By LW

ATTACHMENT I

Contract # 131054**HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES****PURCHASE CONTRACT**

This Contract is entered into on December 27, 2021 by and between the Board of County Commissioners, Hamilton County, Ohio (Hereinafter "County") on behalf of the Hamilton County Department of Job & Family Services (Hereinafter "HCJFS") and Idea Language Services, LLC (Hereinafter "Vendor"), with an office at 8719 Evangel Drive Springfield, Virginia 22153, whose telephone number is telephone (860) 781-6377, for the purchase of written translation services.

I. TERM

This Contract will be effective from November 1, 2021 through October 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 Fifty Thousand Dollars (\$50,000.00) over the life of this Contract including the Renewal.

In addition to the terms set forth above, Contract may be renewed, at the County's option for one (1) two (2) year term at the prices set forth below, unless County gives the Vendor written notice of its intent not to renew the Contract at least one hundred twenty (120) days prior to the expiration of the term then in effect.

Initial Year:	November 1, 2021 – October 31, 2024	\$30,000.00
Renewal Year 1:	November 1, 2024 – October 31, 2026	\$20,000.00

The anticipated expenditure for the period of November 1, 2021 to December 31, 2021 is \$910.00 and for the period January 1, 2022 to October 31, 2022 is \$9,090.00 and for the period of November 1, 2022 to December 31, 2022 is \$910.00 and for the period of January 1, 2023 to October 31, 2023 is \$9,090.00 and for the period of November 1, 2023 to December 31, 2023 is \$910.00 and for the period of January 1, 2024 to October 31, 2024 is \$9,090.00.

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein), the Vendor agrees to perform the written translation services described in Exhibit I - Invitation to Bid ITB 049-21/IT for Multi Language Document Translation Services and all addendum and Exhibit II - ITB 049-21/IT Vendor's Bid in response to the Request for Invitation to Bid.

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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 - Invitation to Bid (ITB) #049-21/TT
- B. Exhibit II - Vendor's Bid for (ITB) #049-21/TT

4. BILLING AND PAYMENT

- A. County agrees to compensate the Vendor at the per word rates as set forth in Exhibit II. Vendor will be contacted by HCJFS staff as services are needed.
- B. Billing and Payment - An original invoice, signed by the Vendor, must be submitted each month to Melissa Graves, Hamilton County Dept. of Job & Family Services, 222 East Central Parkway, Cincinnati, Ohio 45202 within thirty (30) days of the end of the service month. Vendor shall make all reasonable efforts to include all service provided during the service month on the invoice. 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.
- C. Invoice Detail - the following information must be set forth on every invoice:
 - 1. Vendor's name, address, telephone number, fax number, and vendor number.
 - 2. The number of minutes supplied by Vendor multiplied by the rate of pay for such Service; and
 - 3. Purchase order number.
- D. Vendor will indicate purchase order number and vendor number on all invoices submitted for payment:
- E. The Vendor warrants that claims made to HCJFS for payment for services provided shall be for actual services rendered and do not duplicate claims made by the Vendor to other sources of public funds for the same service. Vendor will indicate purchase order number and vendor number on all invoices submitted for payment.

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

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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 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. 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.
- 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, Board of County Commissioners or employees of the county

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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 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, HCJFS 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 INDEPENDENT CONTRACTORS

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

The parties also agree that the Vendor will provide services under this Contract through the use of independent contractors. Vendor agrees it will remain primarily liable for the provision of all deliverables under this Contract and it will monitor any independent contractor to assure all requirements for Vendor performance under this Contract are being met.

Upon request by HCJFS, Vendor agrees to provide a list of all independent contractors utilized in this Contract.

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

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

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change to the Contract:

11. SEVERABILITY

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

12. TERMINATION

A. Termination for Convenience

1. By HCJFS:

This Contract may be terminated by HCJFS upon notice, in writing, delivered upon Vendor one hundred twenty (120) 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 ninety (90) 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 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 HCJFS may terminate this Contract at the end of the thirty (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the County or HCJFS may have under this Contract.

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

Notwithstanding the above, in cases of substantiated allegations of: i) improper or

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

In the event of termination of this Contract for convenience, both parties agree to work cooperatively and use their best efforts to minimize any adverse effects of such termination.

14. 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, 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.

15. 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

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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.

16. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

A. Vendor 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

Contract # _____

Justice for All poster.

17. VENDOR SOLICITATION OF HCJFS EMPLOYEES

Vendor warrants that for the duration of the contract and all amendments or renewals, Vendor will not solicit Hamilton County employees to work for Vendor.

18. 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.

19. 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.

20. 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.

21. 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.

22. CONFIDENTIALITY

The Vendor agrees to comply with all federal and state laws applicable to HCJFS and/or 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 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.

23. AUDIT RESPONSIBILITY

A. Vendor agrees to accept responsibility for receiving, replying to and/or

Contract # _____

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 will be asked to sign a REPAYMENT OF FUNDS AGREEMENT (the "Repayment Agreement"). If payments are not made according to the agreed upon terms, future checks may be held until the repayment of funds is current. Checks held more than sixty (60) days will be cancelled and will not be re-issued. HCJFS also reserves the right to not increase the rate(s) of payment or the overall Contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding.

HCJFS may allow a change in the terms of the Repayment Agreement. Any change will require a formal amendment to the Repayment Agreement that will be signed by all parties. An amendment to the Repayment Agreement may also be processed if any additional changes or issues develop or need to be addressed.

- 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 OMB Circular A-133. 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.

24. WARRANTY

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

25. AVAILABILITY OF FUNDS

Contract # _____

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.

26. 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; lightning; 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.

27. 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.

28. 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.

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.

29. DRUG-FREE WORKPLACE

Vendor certifies and affirms that Vendor will comply with all applicable state and federal laws regarding a drug-free workplace. 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.

30. 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 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.

31. 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.

32. 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

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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

33. 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; auto liability; and umbrella / excess insurance. Further, Vendor agrees to procure and maintain for the duration of this Contract Workers' Compensation and employer's liability 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 with 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, 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 Two Million Dollars (\$2,000,000.00) in the general aggregate. Coverage will include:
 1. Additional insured endorsement;
 2. Waiver of subrogation;
 3. Product and completed operations;;
 4. Blanket contractual liability;
 5. Broad form property damage;
 6. Bodily injury;
 7. Severability of interests;
 8. Personal and advertising injury; and
 9. Joint venture as named insured (if applicable).

- B. Auto liability insurance contained in Insurance Services Office Form CA 00 01 of at least \$1,000,000 combined single limit on any auto (including owned, non-owned, leased, and hired automobiles) assigned to or used in performance of the work contemplated under this contract.

- C. Umbrella and excess liability insurance policy with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate. above

Contract # _____

the commercial general and professional liability primary policies and containing the following coverage:

1. Additional insured endorsement;
2. Waiver of subrogation;
3. Pay on behalf of wording;
4. Concurrency of effective dates with primary;
5. Blanket contractual liability;
6. Punitive damages coverage (where not prohibited by law);
7. Aggregates apply where applicable in primary;
8. Care, custody, and control
9. Follow form primary; and
10. Drop-down feature

The amounts of insurance required in this section for General Liability, and Umbrella/Excess Liability may be satisfied by Bidder 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, and Employer's Liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

E. The Vendor further agrees with the following provisions:

1. All policies, except workers' compensation, 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 COL@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." All certificates of insurance shall reference the project/Contract number for which the insurance is being provided.

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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 and amendatory endorsements effecting coverage required by this clause.
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.

Failure of HCJFS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of HCJFS to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

6. Vendor shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Vendor shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Vendor provides insurance coverage under a "claims-made" basis, 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 claim-made policy issued for a similar coverage while Vendor was under Contract with the County on behalf of HCJFS.
8. Vendor will require all insurance policies in any way related to the work and secured and maintained by Vendor to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. Vendor will require of subcontractors, by appropriate written contracts, similar waivers each in favor of all parties enumerated in this section.
9. 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.

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10. Vendor's insurance coverage shall be primary insurance at least as broad as ISO CG 20 01 04 13 with respect to the County, HCJFS, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be excess of Vendor's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Contract is subcontracted, Vendor will ensure that any subcontractors comply with all insurance requirements contained herein.

34. 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 County, HCJFS and their respective members, officials, employees, agents, and volunteers (the Indemnified Parties) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death); or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Contract including, without limitation, by Vendor, its subcontractor(s), Vendor's or its subcontractor's (s') employees 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.

35. LOBBYING

Vendor warrants that during the life 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

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award. Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of this Contract. If Vendor fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate the Contract.

36. 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 HCJFS which has 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 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 HCJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

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

37. DEBARMENT AND SUSPENSION

Vendor will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of Vendor being imposed or contemplated by the federal, state or local government agency. Vendor will immediately notify HCJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

38. CHILD SUPPORT

Vendor agrees to cooperate with 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.

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39. 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 whom 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.

40. 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).

41. 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).

42. 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.

43. REQUIRED DOCUMENTATION AND REPORTING

A. Records of all Service provided to all Customers and all expenses incurred in relation to the provision of Services must be maintained. Vendor will provide standard quarterly reports to HCJFS pertaining to the items referenced on Exhibit III attached hereto and incorporated herein.

B. Additional Reports

HCJFS reserves the right to request additional reports at any time during the Contract period. Vendor will endeavor to provide such additional reports requested by HCJFS within ten (10) days of receipt of the request, but that HCJFS

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shall not withhold payment to Vendor pending receipt of any additional, non-standard reports.

HCJFS shall have access to HCJFS data on contained in Vendor's application for, including but not limited to, viewing data, generating reports and downloading data.

4. CONTRACT CONTACTS

A: HCJFS Contacts

Vendor should contact the following HCJFS staff with questions:

Name	Phone #	Department	Responsibility
Sheila Bass	513-946-2236	Contract Services	contract changes, contract language
Melissa Graves	513-946-1731	Family & Adult Assistance	Program changes
Thomas Marshall	513-946-1578	Accounting	Billing and payment

B. Vendor Contacts

HCJFS should contact the following Vendor staff with any questions:

Name	Phone #	Department	Responsibility
Sergio Atristain	860-781-6377	Customer Success	Overall Service
Magali Lopez	860-781-6377	Billing	Invoicing

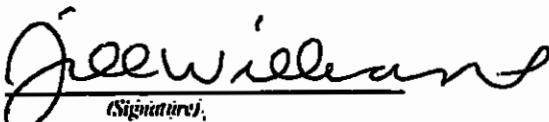
Contract # _____

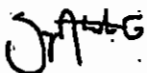
The terms of this Contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

Board of County Commissioners,
Hamilton County, Ohio

Idea Language Services, LLC

By: 
(Signature)

By: 
(Signature)

Jill Williams
Interim Purchasing Director

Name: Sergio Atristain
(Print)

Name: DEC 27 2021
(Print)

Title: _____
(Print)

Title Managing Director
(Print)

Date: _____

Date: 12/9/2021

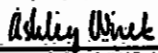
Recommended By:



Date: 12/20/2021

Amy Story, Interim Director
Hamilton County Department of Job & Family Services
Hamilton County, Ohio

Approved as to form:

Witnessed by:
By: 
ASHLEY WHITE
Assistant Prosecuting Attorney
Hamilton County, Ohio

Prepared By: SRB
Checked By: LEB
Approved By: LW



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American Job Center network

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Cincinnati OH 45214-2305
(513) 946-7200

Hamilton County and the City of Cincinnati WIOA Summary of Complaint Rights Form

WIOA complaint procedures are for program applicants/registrants, participants, Local Workforce Innovation and Opportunity Areas (LWIOAs) and their subrecipients/providers, labor unions/joint labor/management committees, community-based organizations or any individual or organization wishing to file a WIOA-based complaint. Complaints must be reduced to writing. They may be filed by mail (regular or electronic) or in person by the Complainant or his/her authorized representative.

Cori Bresse (513) 946-4710
Equal Opportunity Officer Phone

Jacqueline Farrier-Hogan (513) 946-1117
Alternate EO Officer Phone

Area 13: Hamilton County and City of Cincinnati
LWIOA grant recipient

222 East Central Parkway, Cincinnati, Ohio 45202 (513) 946-1840
Address

Fax: 513-946-2368

Programmatic Complaints

LWIOA 13 Grant Recipient Level:

Persons who wish to file programmatic complaints have ONE YEAR from the date of the incident or alleged unfair treatment to do so. It is recommended, however, that a complaint be filed within TEN (10) DAYS of the incident/treatment. The Equal Opportunity Officer shall be available to provide assistance to the Complainant.

WITHIN TEN (10) CALENDAR DAYS of the filing of the complaint, an INFORMAL CONFERENCE will be held to attempt resolution of the complaint. If no resolution is reached, the Complainant will be given written notice of his/her right to REQUEST A HEARING.

WITHIN SIXTEEN (16) CALENDAR DAYS from the date the complaint was filed, the Complainant must provide a written REQUEST FOR HEARING. If any amendment(s) to the original complaint are needed, they must also be submitted, in writing, with the REQUEST FOR HEARING.

WITHIN THIRTY (30) CALENDAR DAYS of the filing of the complaint, a HEARING WILL BE CONDUCTED. The Complainant and Respondent shall be advised, in writing, of all procedural rights. (i.e., representation, presentation of evidence, witnesses, etc.)

WITHIN SIXTY (60) CALENDAR DAYS of the filing of the complaint, a written **decision** shall be rendered by the Hearing Officer. The decision shall be mailed to the parties (Complainant and Respondent) by certified mail, return receipt requested. The decision shall include, but not necessarily be limited to the following:

- (1) The reason(s) for the decision;
- (2) A statement as to whether LWIOA complaint procedures have been complied with; and,
- (3) Notice of the right to request a review at the State Recipient Level (Ohio Department of Job and Family Services, Bureau of Civil Rights) when any party disagrees with any aspect of the local Hearing Officer's decision.



State Recipient Level Review:

Any party has TEN (10) CALENDAR DAYS from the date of receipt of the local Hearing Officer's decision or FIFTEEN (15) CALENDAR DAYS from the date on which the decision should have been received to request a review with the Ohio Department of Job and Family Services' Bureau of Civil Rights, 150 E. Gay Street, 18th floor, Columbus, Ohio 43215-3130. The Bureau of Civil Rights reviewer may uphold the local level decision, in whole or in part, or may provide a hearing and final written decision within THIRTY (30) CALENDAR DAYS of the date of receipt of the request for review. Pursuant to the WIOA regulations, this decision exhausts administrative remedies at the State Recipient Level.

If the results of the State Recipient Level Review have not been provided to both parties within THIRTY (30) CALENDAR DAYS of the request for review, or if either party is dissatisfied with the results of the review, a complaint may be filed with the Secretary, U. S. Department of Labor, Washington, DC 20210, ATTN: Assistant Secretary for Employment and Training (ASET).

Discrimination Complaints

Any person who believes that he/she has been subjected to unlawful discrimination may file a complaint. It is unlawful for WIOA-funded programs to discriminate against any person or class of individuals because of race, color, religion, national origin, sex, political affiliation or belief, age, disability or (for beneficiaries only) citizenship status, as a lawfully admitted immigrant, authorized to work in the United States. It is also unlawful to discriminate against individuals on the basis of their WIOA participant status.

A complaint must be filed within 180 DAYS of any alleged discriminatory act or treatment. Only the Director of the USDOL Civil Rights Center, for good cause shown, may extend the filing time limit.

Discrimination complaints may be filed in the following ways:

- A complaint may be filed with the Ohio Department of Job and Family Services' Bureau of Civil Rights. The Bureau is located at 150 East Gay Street, 18th floor, Columbus, Ohio 43215-3130, toll-free phone: 1-866-BCR-ODJF (227-6353). BCR will conduct an investigation of the complaint and issue its **Notice of Final Action** within NINETY (90) DAYS of receipt of the complaint, with applicable appeal rights. The LWIOA Equal Opportunity Officer shall provide assistance to the Complainant, as needed. **or**
- A complaint may be filed directly with the U. S. Department of Labor, **Civil Rights Center**. **CRC** is located at 200 Constitution Avenue, N. W., Room N-4123, Washington, DC, 20210. Their phone number is: (202) 693-6500. If the Complainant chooses the federal process, the complaint is to be sent *directly* to the Civil Rights Center.

Complainants shall be offered a choice of having their allegations addressed through the customary investigative process **or** through **Alternative Dispute Resolution (ADR)**. More information on this is available from the ODJFS Bureau of Civil Rights.

Fraud, Abuse or Criminal Activity

All information and/or complaints alleging program fraud, abuse or criminal activity are reported directly and immediately to the U. S. Department of Labor, Office of Inspector General, Room S5514, 200 Constitution Avenue N.W., Washington, DC, 20210. The OIG Hotline phone number is: 1-800-347-3756.



Equal Opportunity Is the Law

It is against the law for this recipient to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 1998 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access to, any WIOA Title I-financially assisted program or activity; Providing opportunities in, or treating any person with regard to, such program or activity; or Making employment decisions in the administration of, or in connection with, such a program or activity.

What to Do if You Believe You Have Experienced Discrimination

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either the recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or the Director, Civil Rights Center (CRC), U. S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, DC 20210. If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you file your complaint with the recipient). If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

If you have questions regarding your rights, you may contact your local Equal Opportunity Officer or the ODJFS Bureau of Civil Rights.

I hereby acknowledge that I have received this summary of rights and the recipient's equal opportunity/nondiscrimination policy statement.

Name	Date
Signature	Program/Activity
Relationship to Program (Applicant, Registrant, Participant, Other)	