

**Interpretation and Translation Services**

**25-20-RFP-01**

**required documents,**

**Attachments**

**& checklists**

**

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# Mandatory Letter of Intent

The **Mandatory** Letter of Intent is due to FCDJFS **by 4:00 PM** on **Tuesday, August 20, 2019**. The **Mandatory** Letter of Intent will authorize you to submit a proposal but does not commit the bidder to submit a proposal. The **Mandatory** Letter of Intent allows FCDJFS to effectively plan for the maximum number of proposals it will receive and need to review. Proposals will not be considered if a Mandatory Letter of Intent was not received.

**Mandatory Letter of Intent to Submit a Response to a Request for Proposals**

**You MUST Submit this Letter in Order to Submit a Proposal(s)**

**\*\*\* Please Type or Print Clearly \*\*\***

**TO**: Vivian Turner, Assistant Director

FROM: Director/President/CEO: Phone:

(NAME)

E-mail Address:

RE: Letter of Intent for RFP Title: **Interpretation and Translation Services**

**Indicate the Interpretation and Translation Services Module(s) that your organization plans to submit a proposal(s):**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Module A:**  **Over-the-Phone Interpretation Services** |  | **Module B:**  **On-site Interpretation & Translation Services** |

|  |  |
| --- | --- |
| **Name of the Organization** |  |

intends to submit a proposal in response to the Request for Proposals indicated above. Please direct all correspondence to the contact person identified below.

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | Title: | |
| Address: |  | Apt./Ste./F.: | |
| City: |  | State: | Zip: |
| Telephone Number: |  | Fax Number: | |
| E-mail Address: | | | |
| TAX ID Number: | | | |

Submission of this form by **4:00 pm on Tuesday, August 20, 2019,** will ensure receipt of all notifications regarding addenda to or clarifications of this RFP. After the Bidders’ Conference, all subsequent questions and answers will be forwarded to Bidders. Failure to submit a Mandatory Letter of Intent will result in the bidder’s exclusion from this list, which will result in missing notification of significant information regarding this process. **The Mandatory Letter of Intent must be received by the established deadline in order to submit a proposal.**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Director’s Signature |  | (Date) |
|  |  |  |
| Agency Name |  | Title: |

**

# Delinquent Personal Property Tax Affidavit

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as part of The Franklin County Department of Job and Family Services Purchase of Service Subaward/Vendor Agreement with .

State of Ohio:

County of Franklin, ss:

, being first duly sworn, deposes and says that he/she

(Name)

is the of (Title)

(the “Subrecipient/Vendor”) and as the Subrecipient/Vendor’s duly authorized representative states that as of

, 2019:

( ) The Subrecipient/Vendor is not charged with delinquent property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

( ) The Subrecipient/Vendor is charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

County Amount:

(include total amount and any penalties and interest thereon)

Franklin $

$

$

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(Affiant)

Sworn to and subscribed this day of , 2019.

(Notary Public)

Section 5719.042 O.R.C

(Seal) My Commission expires , 20

**

# Community Portal Access Request Form

|  |  |  |
| --- | --- | --- |
| Name of Organization: | Address: | City, State and Zip Code: |
| Website: | Phone Number: | Tax ID Number: |
| Primary Contact Name: | Primary Contact Email: | Primary Contact Title: |

Type(s) of access requested (select all that apply):  Messaging  RIO

Messaging - Select this option to send secure communications to FCDJFS.

RIO- Select this option to receive access to the Results, Innovations and Outcomes system for the purpose of applying for grants/bids released by FCDJFS. Please note: RIO is only visible to Community Portal Administrators; Tax ID number is required for RIO access.

Briefly describe how your organization will use the Community Portal:

|  |
| --- |
|  |

Please complete for staff that will access the Community Portal

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| First Name | Last Name | Title | Email\* | Phone | Administrator? \*\* | | |
|  |  |  |  |  | |  |
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\* A valid organization e-mail address is preferred

\*\* Administrators will distribute Community Portal IDs, submit new employees to FCDJFS, suspend employees and review employee activities within the portal. Please select no more than two administrators per agency.

|  |  |  |
| --- | --- | --- |
| Executive Director/CEO Signature: |  | Date: |
| Executive Director/CEO Name Printed (Include title if other than ED or CEO): | |  |

# Conflict of Interest Disclosure Form

**

Name:

Company:

Position in company:

Please describe below any and all relationships and/or connections you have to any FCDJFS employee(s) that could contribute or could be viewed as potentially contributing, to a conflict of interest:

I have no conflict of interest or potential conflict of interest, to report

I have the following conflict of interest or potential conflict of interest, to report

(Please identify the individual[s] with whom you have, or may have, a personal,

familial, or business relationship, or to whom you are otherwise connected):

1.

2.

3.

I hereby certify that the information set forth above is true and complete to the best of my knowledge, and that I have reviewed, and agree to abide by, the Conflict of Interest and Ethics Compliance Certification and Disclosure provisions contained in the RFP.

|  |  |  |
| --- | --- | --- |
| (Signature) |  | (Date) |

**

Interpretation and Translation Services RFP Checklists:

Required Documents, Attachments & Format

**Required Documents:**

|  |  |
| --- | --- |
|  | A. MANDATORY Letter of Intent (must be signed by Agency Director/CEO)- due 8/13/19 at 4:00PM |
|  | B. Community Portal Access Request Form (if applicable) - due 8/13/19 at 2:00PM |
|  | C. Reference Letters- Three for like services provided within the last five years |
|  | D. Certificate of Good Standing - Continued Existence from the Ohio Secretary of State |
|  | E. Certificate of Professional Liability Insurance |
|  | F. Conflict of Interest Disclosure Form |
|  | G. Delinquent Personal Property Tax Affidavit (form provided by FCDJFS- must be Notarized) |
|  | H. Employee Criminal Background Check Policy |
|  | I. Financial Audit- Most Recent |
|  | J. Table of Organization for the Agency |
|  | K. W-9 Form ([www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)) |
|  | L. Worker’s Compensation Certificate |
|  | M. Written Accounting System Policy & Procedures |

**Attachments:**

|  |  |
| --- | --- |
|  | 1. Narrative- Module A: Over-the-Phone Interpretation Services |
|  | 2. Narrative- Module B: On-Site Interpretation and Translation Services |
|  | 3. I&T RFP Availability & Fee Service Catalog (online at <https://jfs.franklincountyohio.gov/partner-information>,  complete all appropriate tabs) |
|  | 4. Job Descriptions (for all positions) |
|  | 5. Employee Licenses - for Lead Positions (if applicable)) |
|  | 6. Employee Resumes- for Lead Positions |
|  | 7. Partner/Subcontractor Agreements ((if applicable) |
|  | 8. Program Licenses/Certificates (if applicable) |
|  | 9. Table of Organization for the Project |

**

Interpretation and Translation Services **RFP Checklists**:

Required Documents, Attachments & Format

**Format:**

|  |  |
| --- | --- |
| **Hand Delivered or Emailed:** | |
|  | i. Mandatory Letter of Intent |
|  | ii. Community Portal Access Form (if applicable) |
| **Entered in the RIO System:** | |
|  | b. Agency Profile |
|  | b. Board Members |
|  | b. Budget |
| **Uploaded Documents into the RIO System:** | |
|  | 1. Availability and Fee Service Catalog |
|  | 2. Certificate of Professional Liability Insurance |
|  | 3. Conflict of Interest Disclosure Form |
|  | 4. Delinquent Property Tax Affidavit |
|  | 5. Employee Background Check Policy |
|  | 6. Employee Licenses (if applicable) |
|  | 7. Employee Resumes- Lead Positions |
|  | 8. Financial Audit- Most Recent |
|  | 9. Job Descriptions- All Positions |
|  | 10. Narrative(s) - Modules A and/or B |
|  | 11. Partner/Subcontractor Agreements (if applicable) |
|  | 12. Program License (if applicable) |
|  | 13. Reference Letters |
|  | 14. Resumes - for Lead Positions |
|  | 15. Table of Organization for the Agency |
|  | 16. Table of Organization for the Project |
|  | 17. Worker’s Compensation Certificate |
|  | 18. W-9 Form |



# Narrative Module A:

**Over-the-Phone Interpretation Services**

|  |  |
| --- | --- |
| **Agency Name:** |  |

***Directions:******Please keep answers concise****.*

|  |
| --- |
| 1. **Experience** (*responses for each question should be* *no more than 300 words)* 2. **Describe the organization’s experience in providing over-the-phone interpretation services. Is this a**   **core service of the organization? How many years has the business offered this service?** |
|  |
| 1. **Describe the specific service(s) and/or contract(s) implemented over the last three (3) years.**   **Include details such as the service(s) delivered, operational and service delivery model(s), scope**  **and quantity of services, staff training and requirements, time periods, budget amounts and**  **funding sources.** |
|  |
| 1. **Describe the successes, challenges, and lessons learned in providing these services.** |
|  |
|  |

|  |
| --- |
| 1. **How does the business ensure services are culturally and linguistically appropriate?** *(the response should be limited to 200 words)* |
|  |
|  |
| 1. **Service Delivery Model**   **Provide an overview of the service delivery model that will be used to provide the required services as identified in the RFP. At a minimum, include a description of how the Bidder will meet the service requirements to provide daily scheduled and immediate over-the-phone interpretation services and other services as appropriate within the timeframe specified in the RFP. Include if the Bidder will use only their employees or utilize a third-party entity to provide services.** |
|  |
|  |

|  |
| --- |
| 1. **Describe how the organization will A) track B) monitor and C) evaluate the services being delivered:** |
| A. |
| B. |
| C. |
|  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. **Describe the organization’s ability and plan to collect accurate data and generate reports in a timely manner. How will data be A) collected B) maintained and C) reported back to FCDJFS:** | | | | |
| A. | | | | |
| B. | | | | |
| C. | | | | |
|  | | | | |
| 1. **Identify any subcontractors and the responsibility of each.** | | | | |
| **Name of Subcontractor** | | | **Role & Responsibilities** | |
| 1 |  | |  | |
| 2 |  | |  | |
| 3 |  | |  | |
|  | | | | |
| 1. **Identify all key staff that will be assigned to this project by name and job title. Discuss the roles and responsibilities of the staff:** | | | | |
| **Name(s)** | | **Title** | | **Responsibilities- Brief Overview** |
| 1 |  |  | |  |
| 2 |  |  | |  |
| 3 |  |  | |  |
| 4 |  |  | |  |
| 5 |  |  | |  |
| 6 |  |  | |  |
| 7 |  |  | |  |
| 8 |  |  | |  |
| 9 |  |  | |  |
| 10 |  |  | |  |
|  | | | | |
| 1. **Management Structure:** 2. **Describe the overall management structure and responsibilities. Include an overview of how**   **Management will provide quality and timely service.** | | | | |
| A. | | | | |
| 1. **Provide an overview of policies and procedures that are used to ensure contract compliance and/or to correct noncompliance:** | | | | |
| B. | | | | |
|  | | | | |
| 1. **Human Resources:** 2. **Provide the current number of interpreters employed by your agency and the number of languages**   **they speak.** | | | | |
|  | | | | |
| 1. **Describe how the interpretation staff are supervised.** | | | | |
|  | | | | |
| 1. **Specifically describe the necessary qualifications, training and/or certifications required for interpreters.** | | | | |
|  | | | | |
| 1. **Staffing plan- if hiring new staff and/or subcontracting services for this project what is the timeline for**   **hiring and/or incorporating a subcontractor(s). If not applicable, indicate no additional staff and/or**  **subcontractors are needed.** | | | | |
|  | | | | |
| 1. **Staff training overview (for new hires and ongoing training).** | | | | |
|  | | | | |
|  | | | | |
| 1. **Outline your plan to train FCDJFS staff.** *(specifically on the role of the interpreter and any related processes; propose the amount and frequency of training)* | | | | |
|  | | | | |
|  | | | | |
| 1. **Provide any other additional information that you feel is pertinent for FCDJFS to know about**   **your services (if applicable):** | | | | |
|  | | | | |
|  | | | | |



# Narrative Module B:

**On-Site Interpretation & Translation Services**

|  |  |
| --- | --- |
| **Agency Name:** |  |

***Directions:******Please complete all questions and keep answers concise****.*

|  |
| --- |
| 1. **Experience** (*responses for each question should be* *no more than 300 words)* 2. **Describe the organization’s experience in providing interpretation services. Is this a core service of the organization? How many years has the business offered this service?** |
|  |
| 1. **Describe the specific service(s) and/or contract(s) implemented over the last three (3) years.**   **Include details such as the service(s) delivered, operational and service delivery model(s), scope**  **and quantity of services, staff training and requirements, time periods, budget amounts and**  **funding sources.** |
|  |
| 1. **Describe the successes, challenges, and lessons learned in providing these services.** |
|  |
|  |

|  |
| --- |
| 1. **How does the business ensure services are culturally and linguistically appropriate?** *(the response should be limited to 200 words)* |
|  |
|  |
| 1. **Service Delivery Model**   **Provide an overview of the service delivery model that will be used to provide the required services as identified in the RFP. At a minimum, include a description of how the Bidder will meet the service requirements to provide daily scheduled interpretation, intermittent interpretation, on-call services, and other services as appropriate within the timeframe specified in the RFP. Include if the Bidder will use only their employees or utilize a third-party entity to provide services.** |
|  |
|  |
| 1. **Describe how the organization will A) track B) monitor and C) evaluate the services being delivered:** |
| A. |
| B. |
| C. |
|  |
| 1. **Describe the organization’s ability and plan to collect accurate data and generate reports in a timely manner. How will data be A) collected, B) maintained and C) reported back to FCDJFS:** |
| A. |
| B. |
| C. |
|  |

|  |  |  |
| --- | --- | --- |
| 1. **Identify any subcontractors and the responsibility of each.** | | |
| **Name of Subcontractor** | | **Role & Responsibilities** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  | | |

|  |  |  |  |
| --- | --- | --- | --- |
| 1. **Identify all key staff that will be assigned to this project by name and job title. Discuss the roles and responsibilities of the staff:** | | | |
| **Name(s)** | | **Title** | **Responsibilities- Brief Overview** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
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| 8 |  |  |  |
| 9 |  |  |  |
| 10 |  |  |  |
|  | | | |
| 1. **Management Structure:** 2. **Describe the overall management structure and responsibilities. Include an overview of how**   **management will provide quality and timely service.** | | | | |
|  | | | | |
| 1. **Provide an overview of policies and procedures that are used to ensure contract compliance and/or to correct noncompliance:** | | | | |
|  | | | | |
|  | | | | |
| 1. **Human Resources:** 2. **Provide the current number of interpreters and translators employed by your agency.**   **Provide the number of languages interpreters are able to speak and the number of languages translators are able to offer.** | | | | |
|  | | | | |
| 1. **Describe how interpretation and translation staff are supervised.** | | | | |
|  | | | | |
| 1. **Specifically describe the necessary qualifications, training and/or certifications required for**   **interpreters and translators.** | | | | |
|  | | | | |
| 1. **Staffing plan- if hiring new staff and/or subcontracting services for this project what is the timeline**   **for hiring and/or incorporating a subcontractor(s). If not applicable, indicate no additional staff**  **and/or subcontractors are needed.** | | | | |
|  | | | | |
| 1. **Staff training overview (for new hires and ongoing training).** | | | | |
|  | | | | |
|  | | | | |

|  |
| --- |
| 1. **Outline your plan to train FCDJFS staff.** (*Specifically on the role of the interpreter and any related*   *processes; propose the amount and frequency of training)***:** |
|  |
|  |
| 1. **Translation Services:**      1. **Describe how the Bidder will manage and conduct translation services.** |
|  |
| 1. **Describe in detail the information FCDJFS will need to provide to the Bidder to complete a translation request.** |
|  |
| 1. **Provide an overview of the standards, minimum requirements, expectations and timelines for**   **translation services:** |
|  |
|  |
| 1. **Provide any other additional information that you feel is pertinent for FCDJFS to know about**   **your services (if applicable):** |
|  |
|  |

|  |
| --- |
| Sample Contract Boilerplate |

Bidders chosen to provide services under this RFP for FCDJFS will need to adhere to the terms outlined in the Subaward Agreement Boilerplate. The boilerplate will delineate the units of service, unit costs, and total subaward agreement amount for the program. Boilerplate is subject to change.

**Contract # 25-20-xxxx**

**CFDA: needs number**

**FAIN #:** **needs number**

**Federal Agency: needs agency**

**Award Name: needs name**

**THE FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**PURCHASE OF SERVICE CONTRACT WITH**

**CONTRACTOR**

This contract is made and entered into enter Commissioner’s Agenda date, by and between the Board of Commissioners of Franklin County, Ohio, on behalf of the Franklin County Department of Job and Family Services (FCDJFS) and Contractor Name doing business at address, Columbus, Ohio 43215 (hereinafter referred to as "Contractor").

Background Information

A. Pursuant to the Ohio Administrative Code (OAC) and rules promulgated by the Ohio Department of Job and Family Services (FCDJFS), the Franklin County Department of Job and Family Services (FCDJFS) is authorized to contract with public and private organizations for the purchase of XX services.

B. FCDJFS desires to enter into this Purchase of Service Contract with the Contractor in order to assist FCDJFS with ending the dependence of needy parents on government benefits by promoting job preparation, work, and marriage, upon the terms and conditions of this Contract.

**Scope of Work:** insert a very brief description of the services to be provided and outcomes expected.

Provisions.

**ARTICLE I: TIME, DELIVERABLES, COMPENSATION, AND REPORTING**

**A. PURCHASE OF SERVICE:** Subject to terms and conditions set forth in this Contract, including the appendices outlined in Article V Section M below, which are on file at FCDJFS and available for review by the Contractor, the Contractor agrees to furnish those specific services detailed in this Contract.

**B. CONTRACT PERIOD:** This contract will be effective from date, 2019 through date, 2020 inclusive unless otherwise terminated. The contract period may be extended for up to 24 months upon these terms by mutual consent of the parties and contingent upon the availability of funding.

**C. AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of federal, state, and local program funds.

**D. COST AND DELIVERY OF PURCHASED SERVICES:** Subject to the limitations specified in Article I-D hereof and as detailed in Appendices A (Clarification of Contract Terms), on file at FCDJFS, the amount to be paid for such purchased services shall be by a fixed unit rate, based on the following allowable units of service (the “Purchased Services’):

|  |  |  |  |
| --- | --- | --- | --- |
| **Services to be provided from (start Date) through (end date)** | | | |
| **UNIT OF SERVICE** | **UNIT COST** | **UNITS UNDER CONTRACT** | **TOTAL COST** |
|  |  |  |  |
| **Total Value of Contract** | | |  |

**E. PURCHASED UNITS OF SERVICE:** It is the responsibility of the Contractor to monitor the expenses authorized by FCDJFS in accordance with the provisions of Section D above. Should the Contractor incur expenses in excess of what was authorized by this Contract, the Contractor shall be responsible for the expense(s) incurred.

The CONTRACTOR expressly understands that FCDJFS will not compensate the CONTRACTOR for any work performed prior to notification from FCDJFS, and the Contractor expressly understands that FCDJFS shall not compensate the CONTRACTOR for any work performed after the termination date set forth in this Contract or in the event this Contract is terminated pursuant ARTICLE III-E, *Termination and Suspension.*

**F. ELIGIBILITY:** When applicable, the eligibility of individuals to receive services will be determined in accordance with the policies and procedures established by the Franklin County Department of Job and Family Services. The Contractor shall provide service only for those individuals determined eligible by FCDJFS, using the income guideline of 200% of the federal poverty level. As a result of the eligibility determination, the Contractor shall issue the appropriate approval or denial notice, whichever is applicable, to the applicant within thirty (30) days of application for services. A copy of the approval or denial notice shall be maintained in the participant file along with the TANF Registration Form and documents verifying eligibility.

The FCDJFS shall be the final authority in determining which consumers will be served under the terms of this contract as specified in this Article F, *Eligibility*.

**G. INVOICING:** The Contractor shall bill submit monthly invoices in the manner defined by FCDJFS, on the template provided by FCDJFS. The invoice shall be received by FCDJFS no later than fifteen (15) calendar days following the month of service. The Contractor will use the invoice template provided by FCDJFS. The invoice summary will show the date of the invoice and the period for which the services billed were rendered. Invoices may be submitted only for actual services provided during the effective dates of the contract, not to exceed the number of units authorized by FCDJFS, and must reflect the approved fixed unit cost for each unit of service. The Contractor must certify that claims made to FCDJFS for payment of purchased services are for actual services rendered to eligible individuals, if applicable, and are for the completion of contracted measures/standards. The Contractor must maintain documentation of all expenses, which must be made available upon request by FCDJFS and will be verified during the Contractor monitoring.

FCDJFS shall review the submitted invoice for completeness and accuracy before making payment within forty-five (45)days after approval, contingent upon the availability of federal, state, and local program funds. The expenditures reported on the invoice are subject to review by FCDJFS before payment is made. The Contractor hereby authorizes FCDJFS to adjust for mathematical errors, incorrect unit rates, or non-covered services and agrees that FCDJFS shall not reimburse the Contractor for services that do not have prior authorization, exceed the authorization, or exceed the maximum dollar amount of the contract.

FCDJFS does not have the ability to compensate the CONTRACTOR for work performed under the Contract after the purchase order for the Contract has been closed. The final invoice for compensation of work performed under this Contract must be received by FCDJFS no later than thirty (30) days after the termination date of this Contract. Failure of the CONTRACTOR to submit the final invoice by this deadline will be deemed forfeiture and waiver by the CONTRACTOR for any claims for all remaining compensation due hereunder.

**H. DUPLICATE INVOICING:**  The Contractor certifies that any costs incurred under this Contract shall not be chargeable to or included as a cost in any other federally financed program in either the current or a prior period. Further, the Contractor warrants that claims made to FCDJFS for payment of Purchased Services under this Contract shall be for actual expenses for the employee(s) hired under this Contractand do not duplicate claims made by the Contractor to other sources of funds for the same service.

**I. REPORTING:** The Contractor will provide monthly reports to FCDJFS regarding Purchased Services on the schedule, template and in the manner specified by FCDJFS. Reporting may be required via electronic media.

**J. ANNUAL RECONCILIATION:** A reconciliation will be completed by FCDJFS no later than sixty (60) days following the end of the contract period.

**K. PUBLICITY:** In any publicity release or other public references including media releases, information pamphlets, etc., regarding the services provided under this Contract, it will be clearly stated that the services are funded by the Franklin County Board of Commissioners and administered by FCDJFS.

**ARTICLE II: PROCUREMENT, SUBCONTRACTING COMPLIANCE, AND AUDIT RESPONSIBILITIES**

**A. PROCUREMENT REQUIREMENTS:** The procurement requirements for contracts are found in the Ohio Administrative Code (OAC) 5101:9-04-02 (Standards of Acquisition); OAC 5101:9-4-07 (Procurement Requirements) and OAC 5101:9-1-88 (Subrecipient Annual Risk Assessment Review and Monitoring Process) and Ohio Revised Code 307.86 (Competitive Bidding Required –exceptions). In order to subcontract or enter into a secondary contract agreement for services, the Contractor is also subject to the procurement requirements outlined in the foregoing regulatory provisions.

**B. EXECUTION OF SUBCONTRACTS**: In the event the Contractor determines to deliver some of the Purchased Services through a subcontractor, the Contractor agrees that each subcontract shall be properly procured in accordance with the standards listed in ARTICLE II-A *Procurement Requirements* orthe Contractor’s procurement requirements, whichever is the most restrictive. All subcontracts shall be subject to the same terms, conditions and covenants contained in this Contract and shall allow FCDJFS to pursue direct claims against the subcontractor. The Contractor is required to secure the following documentation which verifies that the subcontractor is in no way excluded from receiving state, local, federal funds: (a) The System of Award Management (located at <https://www.sam.gov/>portal/public/SAM), (b) The Auditor of the State of Ohio Findings for Recovery Database is located at <http://www.auditor.state.oh.us/resources/findings/certified/default.aspx>.

All subcontracts shall explicitly state the description of services, rate of pay, subcontract amount, subcontract period, and any other descriptive information regarding the services to be provided consistent with the provisions of this Contract. All subcontracted costs shall be accounted for in the Contractor’s budget as professional fees or subcontracted services. The Contractor is responsible for making direct payment for such services to the subcontractor and shall expressly state that in not event shall the County or FCDJFS be responsible for any such payments. Notwithstanding the foregoing, the Contractor agrees that it shall not make any payment on subcontracted services without first having filed the signed subcontract with FCDJFS. No subcontracts shall in any case relieve the Contractor of any duty, obligation, or liability undertaken by the Contractor pursuant to this Contract.

**C. INDEPENDENT CONTRACTORS:** Contractor will act in performance of this Contract in an independent capacity, and not as officers, employees, or agents of the Ohio Department of Job and Family Services, the County, or FCDJFS.

**D. RESPONSIBILITY FOR AUDIT:** The Contractor shall maintain all books, records, payroll, documents, accounting procedures, and practices which sufficiently and properly reflect all expenses and administrative costs of any nature incurred in the performance of this Contract. Such records shall be made available at all reasonable times during regular business hours for inspection, review, or audit by duly authorized Federal, State, County, and FCDJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by this contract agreement.

The Contractor agrees to, if required by the director of FCDJFS because of a suspicion of misuse or improper accounting of funds for which the Contractor is responsible, have conducted an independent audit of expenditures and make copies of the audit available to FCDJFS.

The Contractor shall make available to FCDJFS all other audit reports upon request.

**E. RESPONSIBILITY FOR AUDIT EXCEPTIONS:** The Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate county, state, or federal audit directly related to the provisions of the contract, or subcontract. The Contractor agrees to pay FCDJFS for all amounts due as a result of audit exceptions.

The Contractor agrees to pay to FCDJFS the full amount of the payment received on behalf of individuals for whom eligibility has not been established in accordance with policies and procedures established by the Franklin County Department of Job and Family Services, if applicable.

The Contractor agrees to pay to FCDJFS the full amount of payment received for services not covered by the contract.

The Contractor agrees to pay to FCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claims, or falsification.

As used in this section “deceptive” means knowingly deceiving another or causing another to be deceived by a fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which creates, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind, or other objective or subjective fact.

The Contractor is responsible and agrees to pay for any audit exception by appropriate county, state, or federal audit identified within a subcontract as defined in Article II-B, *Execution of Subcontracts*

Any payments due under the provisions of this section shall be paid by the Contractor within 90 days of demand for payment by FCDJFS,

**F. RETENTION OF RECORDS:** The Contractor shall maintain and preserve all records related to this contract. This includes any documentation used in the administration of the program. Records must be maintained for a period of seven years from the termination date of this Contract or the closure of an outstanding audit. The Contractor will assure the maintenance of such records for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by FCDJFS.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven year period, the Contractor shall retain the records until completion of the action and all issues which arise from it or until the end of the seven year period, whichever is later.

**ARTICLE III: NOTICES, AMENDMENTS, BREACH, SUSPENSIONS, AND TERMINATIONS**

**A. NOTIFICATION OF SIGNIFICANT DEVELOPMENTS:** The Contractor shall immediately notify FCDJFS in writing of developments that have a significant impact on the Purchased Services to be provided under this Contract or the performance of any other material obligation under this Contract. Written notification shall be given in the case of problems, delays, or adverse conditions which materially impair the Contractor’s ability to meet the objectives of the Contract. The notification must include a statement of the action taken or the proposed course of action. FCDJFS will provide technical assistance and approval of any significant change and will amend the contract as it deems necessary and appropriate in its sole and absolute discretion.

**B. NOTICE:** Notice given by one party to the other hereunder shall be in writing and deemed to have been properly given or paid if deposited with the United States Postal Service via registered or certified mail and addressed as follows:

|  |  |
| --- | --- |
| Contractor Agency | Franklin County Department of Job and Family Services |
| Contractor Agency Director |  |
| Contractor Agency Street Address |  |
| Contractor Agency Street Address Line 2 |  |
| Contractor Agency City, State Zip Code  Contractor Telephone #  Contractor Email |  |
|  |  |

**C. AMENDMENT OF CONTRACT:** This contract may be amended at any time by a written amendment mutually agreed to and signed by all parties in the manner required by state regulations. The Contractor will be required to submit a revised budget supporting the changes made in the amendment, unless FCDJFS grants a written exception.

**D. DELEGATION OF AUTHORITY:** Pursuant to authority assigned by the Franklin County Board of Commissioners under Ohio Revised Code 329.04, the Director of the Franklin County Department of Job and Family Services has the power to directly consent to and execute extensions and renewals of the contract period for up to one year under Article I-B, *Contract Period*, execute amendments under Article III-C, *Amendment of Contract*, and terminate the contract under Article III-E, *Termination and Suspension* This power is limited as follows:

The cost for the new contract period under any contract extension or renewal may be less than but not greater than the original/underlying contract on a prorated basis. The power to amend is limited to increasing or decreasing the unit cost and the number of units under contract (as set forth in Article I-D, *Cost and Delivery of Purchased Services),* with the restriction that costs remain equal to or less than the total original/underlying costs on a prorated basis. All other terms and conditions are to remain the same.

**E. TERMINATION AND SUSPENSION:** Notwithstanding other provisions in this ARTICLE III, either party may terminate this Contract at will by giving thirty (30) days written notice to the other party. Upon thirty (30) days written notice to the CONTRACTOR, FCDJFS may suspend this Contract at FCDJFS’s sole discretion.

Notwithstanding this ARTICLE III, *Notices, Amendments, Breach, Suspensions, and Terminations,* FCDJFS may suspend or terminate this Contract immediately upon delivery of written notice to the CONTRACTOR if FCDJFS has discovered any illegal conduct on the part of the CONTRACTOR, any violation ARTICLE V: *Certifications and Assurances Made by the CONTRACTOR*, loss of funding as set forth in ARTICLE I-C *Availability of Funds*, or the filing of a petition in bankruptcy (or similar proceeding) by or against the CONTRACTOR.

The CONTRACTOR, upon receipt of notice of suspension or termination, agrees to cease work on the suspended or terminated activities under this Contract, to suspend or terminate all subcontracts relating to such suspended or terminated activities, to take all necessary and/or appropriate steps to limit disbursements and minimize cost, and to furnish a report as of the date notice of suspension or termination was received, that describes the status of all work under this Contract that includes, without limitation, the Deliverables completed, the outcomes of the completed Deliverables, and any other information that FCDJFS may require. Suspension, termination, or expiration of this Contract shall not limit the CONTRACTOR’s continuing obligations with respect to Deliverables paid for by FCDJFS prior to the suspension or termination nor will it limit FCDJFS’s rights in those Deliverables.

In the event of suspension or termination under this ARTICLE III, *Notices, Amendments, Breach, Suspensions, and Terminations,* the CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE I-G, *Invoicing*, for the work performed prior to the CONTRACTOR’s receipt of notice of suspension or termination. Compensation will be calculated by FCDJFS based on the compensation structure set forth in ARTICLE I-D, *Cost and Delivery of Purchased Services*, less any funds previously paid by or on behalf of FCDJFS, or in the case of services for which CONTRACTOR charges a flat rate, based on a reasonable percentage of the total services performed as determined by FCDJFS, less any funds previously paid by or on behalf of FCDJFS.

**F. CURE OF BREACH:** Except as otherwise provided in Section E, *Termination and Suspension* of this ARTICLE III the CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from FCDJFS that CONTRACTOR is in breach of any of its obligations under this Contract and such proposed course of action is acceptable to FCDJFS. If the CONTRACTOR fails to cure the breach within the thirty (30) calendar days or if the breach is not curable, FCDJFS may immediately suspend or terminate this Contract. FCDJFS may also suspend or terminate this Contract if the breaches by the Contractor are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section F, “persistent” means that FCDJFS has notified the CONTRACTOR three (3) times in writing of the CONTRACTOR’s failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, FCDJFS may suspend or terminate this Contract without a cure period if the CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of FCDJFS, certain instances of breach may require a shorter cure period than the thirty (30) calendar days generally applicable in this Section F. In such instances, FCDJFS will include in its notice of breach the shorter cure period deemed appropriate.

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, FCDJFS may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and FCDJFS retains the right to exercise all remedies hereinabove mentioned.

**G. WAIVER OF OBIGATIONS:** If FCDJFS or the CONTRACTOR fails to perform an obligation or obligations under this Contract and the failure is thereafter waived by the other party, FCDJFS and the CONTRACTOR understand that the waiver is limited to that particular occurrence of failure and will not be deemed a waiver of subsequent failures

**ARTICLE IV: EQUAL EMPLOYMENT OPPORTUNITY, EQUAL TREATMENT, CIVIL RIGHTS AND LEGAL COMPLIANCE**



**A. EQUAL EMPLOYMENT OPPORTUNITY*:*** In carrying out this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. The CONTRACTOR will ensure that applicants are hired and that employees are treated during employment in matters of 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, without regard to their race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. The CONTRACTOR certifies current and ongoing compliance with the Executive Order 11246 concerning Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations found at 41 Code of Federal Regulations (CFR) 60.

The CONTRACTOR further agrees that it shall include a similar provision in any subcontract, secondary contract agreement, or award issued by that entity for the performance of duties related to such subcontract, secondary contract agreement, award, or procedure.

**B. EQUAL TREATMENT:** Pursuant to Section 45 CFR 87.1 and 45 CFR 87.2, the Contractor warrants and agrees to the following: The Contractor agrees to comply with the requirements governing “Equal Treatment for Faith Based Organizations”.  The Equal Treatment Regulation provides in part that direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization.  Recipients of direct funding may still engage in inherently religious activities, but such activities must be separate in time o

r place from the funded program, and participation in such activities by individuals receiving services from the Contractor, subcontractor, or secondary Contractor must be voluntary.  The Equal Treatment Regulation also makes clear that organizations participating in programs are not permitted to discriminate in the provision of services on the basis of a beneficiary’s religion.

**C. CIVIL RIGHTS:** The FCDJFS and the Contractor agree that as a condition of this contract, there shall be no discrimination against any eligible individual or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Contractor will comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons under this contract.

**D. LEGAL COMPLIANCE:** Pursuant to Section 125.111 of the Ohio Revised Code, the Contractor warrants and agrees to the following: (1) That in the hiring of employees for the performance of work under the contract or any subcontracts or secondary contracts, the Contractor shall not by reasons of race, color, religion, sex, age, disability, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work in which the contract agreement relates; and (2)That neither the Contractor nor any of its subcontractors, or any person acting on behalf of the Contractor shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract agreement on account of race, color, religion, sex, age, disability, national origin, or ancestry.

The CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices stating that the CONTRACTOR complies with all applicable federal and state nondiscrimination laws. The CONTRACTOR will incorporate the foregoing requirements of this ARTICLE IV, *Equal Employment Opportunity, Equal Treatment, Civil Rights, and Legal Compliance* in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR and in all of its contracts for any of the work prescribed in this Contract. The CONTRACTOR will also require all of its Subcontractor to incorporate such requirements in all subcontracts for any part of the work under this Contract.

**E. AMERICANS WITH DISABILITIES ACT:** The CONTRACTOR, its officers, employees, members, and subcontracts hereby certify current and ongoing compliance with the statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.



**F. FEDERAL PRE-EMPTION:** Except when pre-empted by Federal statute and/or federal award guidelines, the Contractor shall not, by reason of race, color, religion, sex, age, disability, national origin, or ancestry, discriminate against any citizen of this state with regard to provision of services.

**G. INDEMNITY AND INSURANCE:** if the Contractor is not a political subdivision of the State of Ohio then the Contractor agrees to:

INDEMNITY: The Contractor agrees that it shall at all times during the existence of this Contract indemnify and save harmless the FCDJFS, the Ohio Department of Job and Family Services, and the Franklin County Board of Commissioners against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

INSURANCE: The Contractor agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.

Section G shall apply unless specifically waived in writing by FCDJFS.

**H. GOVERNING LAW:** This contract and any claims arising in any way out of this Contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this contract or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the Contractor hereby irrevocably consents to such jurisdiction.

**ARTICLE V: CERTIFICATIONS AND ASSURANCES MADE BY CONTRACTOR**

By executing this Contract, the CONTRACTOR certifies recurrent and continued compliance with each condition listed in this ARTICLE V***,*** *Certifications and Assurance Made by Contractor.* The CONTRACTOR’s certification of compliance with each of these conditions is considered material representations of fact upon which FCDJFS relied upon in entering into this Contract.

The CONTRACTOR certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current. If at any time during the contract period the CONTRACTOR becomes disqualified from conducting business in Ohio for any reason, the CONTRACTOR must immediately notify FCDJFS of the disqualification, and immediately cease performance hereunder.

If any of the information pertaining to ARTICLE V, Sections A-L changes after the Contract has been signed, the CONTRACTOR agrees to report such changes immediately to FCDJFS in writing to the address listed for notice in ARTICLE III-B, *Notices*.

If at any time the CONTRACTOR is not in compliance with the conditions certified and affirmed in this ARTICLE V, Section A -D, FCDJFS will consider the contract *void ab initio* and will deliver written notice to the CONTRACTOR. Any funds paid by the FCDJFS for work performed before the CONTRACTOR was notified that the Contract was considered *void ab initio* will be immediately repaid or FCDJFS may commence an action for recovery of the funds paid.



**A. DEBARMENT AND SUSPENSTION:** TheCONTRACTOR certifies that neither the CONTRACTOR, nor any principal of the CONTRACTOR is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, 45 CFR Part 76, or other applicable statutes or regulations. (Located at <https://www.sam.gov/>portal/public/SAM)

**B. UNRESOLVED FINDINGS FOR RECOVERY:** The CONTRACTOR certifies that the CONTRACTOR is not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio. The Auditor of the State of Ohio Findings for Recovery Database is located at <http://www.auditor.state.oh.us/resources/findings/certified/default.aspx>

**C. GOOD STANDING WITH SECETARY OF STATE:** The CONTRACTOR certifies that the CONTRACTOR is not on the list established by the Ohio Secretary of State, pursuant to ORC 121.23, which identifies the CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.

1. **DELINQUENT PERSONAL PROPERTY TAXES**: By the signature affixed on the attached Appendix C, *Delinquent Personal Property Taxes*, the Subrecipient certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

**E. CONFLICT OF INTEREST AND ETHICS:** The CONTRACTOR affirms that it, its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, that is incompatible or in conflict with, or would compromise in any manner or degree, the discharge and fulfillment of the CONTRACTOR’s responsibilities under this Contract. The CONTRACTOR agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising, or conflicting personal or business interest shall immediately disclose his or her interest to FCDJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless FCDJFS will determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest will be sent to FCDJFS in writing to the address listed for notice in ARTICLE III-B *Notice*.

The CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio’s ethics and conflict of interest laws, which includes the Governor’s Executive Order 2007-01S pertaining to ethics. The CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.

**F. RECEIPT OF COMPENSATION:** The CONTRACTOR agrees to refrain from promising or giving to any FCDJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. CONTRACTOR also agrees that it will not solicit an FCDJFS employee to violate any FCDJFS rule or policy relating to the conduct of contracting parties or to violate ORC sections 102.03, 102.04, 2921.42. CONTRACTOR affirms that it, its officers, members and employees are in compliance with ORC 102.04 and, that if CONTRACTOR is required to file a statement pursuant to ORC 102.04(D)(2), the statement has been filed with the FCDJFS Chief Legal Counsel in addition to any other required filings.

**G. LOBBYING RESTRICTIONS:** No federal funds paid to CONTRACTOR through this or any other agreement with FCDJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement, or loan. CONTRACTOR further certifies compliance with all federal lobbying restrictions, including 13 USC 1352, 2 USC 1601, 29 CFR 93, and 45 CFR 93. If this Contract exceeds One Hundred Thousand and 00/100 Dollars ($100,000.00), CONTRACTOR has executed the Disclosure of Lobbying Activities, Standard Form LLL, if required by federal regulation.

CONTRACTOR is in compliance with the executive agency lobbying requirements of ORC sections 121.60 to 121.69.

**H. PROHIBITION AGAINST POLITICAL/RELIGIOUS ACTIVITY:** The CONTRACTOR shall not use any funds provided under the Agreement for purposes of supporting or defeating legislation pending before any legislative body or for inherently religious programs, activities or services.

**I. CHILD SUPPORT ENFORCEMENT:** CONTRACTOR agrees to cooperate with FCDJFS, ODJFS, and any child support enforcement agency in ensuring that CONTRACTOR and the employees of CONTRACTOR meet child support obligations established under state or federal law. Further, by executing this Contract, CONTRACTOR certifies present and future compliance with any court or valid administrative order for the withholding of support that is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123. The CONTRACTOR further agrees that it will include a similar provision in any subcontract, secondary contract agreement, or award issued by that entity for the performance of duties related to this contract.

**J. SAFEGUARDING OF PARTICIPANTS:** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

The Contractor agrees that the use or disclosure by any party of any personally identifiable information concerning public assistance recipients for any purpose not directly related to the administration of FCDJFS or Contractor’s responsibilities with respect to the individual’s subsidized employment is prohibited, except upon the written consent of the eligible individual.

FCDJFS and the Contractor agree, subject to federal and state confidentiality regulations, to share with each other and with any subcontractors, secondary Contractors, or other parties providing services under this contract the results and performance outcomes achieved through contract activities

**K. DRUG-FREE WORKPLACE:** The CONTRACTOR, its officers, employees, members, any subcontractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws regarding a drug-free workplace. The CONTRACTOR will make a good faith effort to ensure that no CONTRACTOR officers, employees, members, and subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

**L. CULTURAL COMPETENCY**: FCDJFS supports and adheres to the definition of Cultural Competency adopted by the State of Ohio. In doing so, FCDJFS requires that the Contractor adheres to the standard and offers programming and services with this standard in mind:

*Cultural Competency is a continuous learning process that builds knowledge, awareness, skills and capacity to identify, understand and respect the unique beliefs, values, customs, languages, abilities and traditions of all Ohioans in order to develop policies to promote effective programs and services.*

**M.** **APPENDICES**: All Appendices listed below are on file at FCDJFS and are hereby incorporated into and made a part of this contract:

Appendix A – Clarification of Terms

Appendix B – Service Narrative

Appendix C – Budget

Appendix D – Certificate of Professional Liability

Appendix E – Workers Compensation Certificate

Appendix F – Personal Property Tax Affidavit

Appendix G – Conflict of Interest Disclosure

Appendix H – Excluded Parties List System Search Results

Appendix I – Auditor of State – Unresolved Findings for Recovery Certified Search results

Appendix J – Certificate of Continued Existence or Certificate of Good Standing from the Ohio Secretary of State