

**BUTLER COUNTY COMMISSIONERS**

Donald L. Dixon      T.C. Roger      Cindy Carpenter

**REQUEST FOR PROPOSAL (RFP)**  
For Profession Services to include  
**INTERPRETATION AND TRANSLATION SERVICES**

**CONTRACT NO. 22-12-562**

Issued by

Butler County Dept of Job and Family Services,  
315 High Street, 9<sup>th</sup> Floor  
Hamilton, Ohio 45011

**ISSUE DATE: November 3, 2022**

**PROPOSAL DUE DATE: December 2, 2022 at 10:30 AM local time**

Proposal must be sealed, delivered to and received by

Butler County Department of Job and Family Services  
315 High Street, 9<sup>th</sup> Floor  
Hamilton, Ohio 45011  
Attn: Rebecca Wade

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**1. INTRODUCTION**

The Board of County Commissioners of Butler County, Ohio (Butler County), on behalf of Butler County Department of Job and Family Services, (BCDJFS) is seeking competitive proposals for the purchase of Interpretation and Translation Services (hereafter identified as "Services") for the period of January 1, 2023 through December 31, 2025.

Butler County reserves the right to award contracts to multiple Providers to meet the service needs of BCDJFS.

Butler County reserves the right to negotiate, to the extent legally permissible, any terms and requirements asserted in this RFP.

**2. PROVIDER OBJECTIVE**

BCDJFS is mandated to make available Interpretation and Translation Services to those with Limited English Proficiency (LEP) under Title VI of the Civil Rights Act and Section 504 of the Rehab Act of 1973.

**3. PROVIDER REQUIREMENTS**

(A) The successful proposer, its agents, and its employees and/or subcontractors must comply with all federal and state laws applicable to Butler County Department of Job and Family Services (BCDJFS), Butler County Children Services (BCCS) and Butler County Child Support Enforcement Agency (CSEA) and guarantee that professional services be performed in accordance with the specifications contained within this RFP and through the terms of the awarded and executed agreement, (reference Attachment A for the standard boilerplate contract).

(B) The successful proposer, its agents, and its employees and/or subcontractors shall provide the following services: Telephonic, onsite in-person/face-to-face, video, sign language and document interpreting and translation services to employees of BCDJFS, BCCS and CSEA.

(1) On-Site Interpreter

- (a) Interpreters are vetted to meet defined standards of performance
- (b) BCDJFS/BCCS/CSEA will have access to schedule interpreting appointments through a dedicated team with credentials for accessing, scheduling, and monitoring.
- (c) Ability to respond to requests for on-site interpreters in less than a 24-hour period.

(2) Telephonic Interpreting (Over-the-Phone)

- (a) Provider must be able to provide rapid and comprehensive telephone interpretation services on demand during normal work hours of 7:00 a.m. and 5:00 p.m. Monday through Friday.
- (b) Provider must be available 24/7 for emergency services that occur outside of regular business hours.
- (c) Provider must have the ability to respond to an ever-changing population demographic.

- (d) Remote interpreters are accessible via telephone, computer, or mobile device.
- (e) Provider must ensure a strict policy of confidentiality.

(3) Video Remote Interpreting (VRI)

- (a) Video Remote Interpreting must be available for American Sign Language as well as spoken needs languages.

(4) Translation

- (a) Translated materials must contain correct content, spelling and grammar.
- (b) Translation services must be accurate as well as culturally and linguistically appropriate.

(5) Document Interpreting

- (a) Translation of documents will be completed in a timely manner based on the translated language and size of the document(s).

(6) Provider will be required to submit the following information in connection with delivery of services:

- (a) Date and time of service
- (b) Type of service provided
- (c) Language interpreted or translated
- (d) Name and phone number of staff person requesting service
- (e) Name of client
- (f) Duration of service delivery

**4. PROVIDER EMPLOYEE REQUIREMENTS**

(A) Provider shall employ only adequately trained and appropriately credentialed professional staff. Provider certifies that upon hire and during their service for Provider, all employees, interns, volunteers, mentors, and subcontractors shall be fully qualified and trained to perform the required services at a generally acceptable competence level.

(B) The successful proposer shall complete an Ohio Bureau of Criminal Identification and Investigation (BCII) check, a national wide Federal Bureau of Investigation (FBI) conviction record check and a criminal records check from the local Police Department, Sheriff's Office and/ or any law enforcement or police department necessary to conduct a complete criminal record check of each employee, intern, volunteer, mentor, and Subcontractor assigned to work with or in the presence of children.

(C) The successful proposer shall provide appropriate supervision and administrative functions to monitor the staff and any subcontractors. Duties shall include, but are not limited to, direct and indirect supervision over personnel, managing staff schedules and assuring staff coverage for all work shifts,

researching and responding to inquiries and complaints, consulting with staff regarding issues and concerns of BCDJFS. BCCS and CSEA staff, consulting with BCDJFS Contract Department staff regularly to assure compliance with requirements and performing any/all duties as needed.

## **5. PROGRAM BUDGET AND BUDGET NARRATIVE**

- (A) Proposers shall furnish a thorough and complete narrative and budget for all proposed services.
- (1) Proposers must provide justification for all costs as the basis for determining if proposed costs are reasonable and necessary. The budget should be an accurate representation of the actual costs that will be incurred to operate the proposed services.
  - (2) Proposers must provide a schedule fee chart of the costs for services.
  - (3) All contract payments for purchased services will be by fixed unit rate.

\*\*These services will be funded through TANF (Temporary Assistance to Needy Families) dollars. TANF awards provide funding to Providers after expenses have been incurred. The Provider must follow the program procedures to obtain reimbursement for expenses.

Butler County will not pay any finance fees, fines, and/or late fees.

## **6. QUALITY ASSURANCE PLAN**

The Proposer should include a Quality Assurance Plan (QAP) that describes an acceptable method for monitoring, tracking, and assessing the quality of services provided. The QAP must also describe how the vendor will identify and resolve issues related to the translator and interpreter quality and/or performance, as well as customer-initiated concerns and/or complaints including, but not limited to, the following:

- Dropped calls
- No shows or tardiness
- Excessive wait times for on-site interpreter service
- Inaccurate billings or delayed billings

## **7. GENERAL CONDITIONS**

(A) AVAILABILITY OF FUNDS: This RFP is conditioned upon the availability of federal, state or local funds which are appropriated or allocated for payment of the proposed service. If, during any stage of the RFP process, funds become unavailable the RFP process will be canceled.

(B) PROPOSAL REJECTION: BCDJFS reserves the right to reject all proposals, waive technicalities and to amend the original estimate and to advertise for new proposals on the required items, products, or services. BCDJFS reserves the right to reject any or all proposals on any basis without disclosure of a reason. The failure to make disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful proposer against BCDJFS.

(C) PROPOSAL COSTS: BCDJFS shall not reimburse any cost incurred by Proposer for proposal preparation or contract procurement for services or supplies pursuant to this RFP.

(D) PROPOSAL DURATION: The Proposer must certify that the proposal and pricing shall remain in effect and unchanged for a minimum of ninety (90) days from date of proposal opening.

(E) PROPOSAL WITHDRAWAL: Proposers may withdraw their proposals at any time prior to the proposal opening by providing written notice to BCDJFS prior to the proposal opening date/time. Withdrawal of a proposal after proposal opening may expose a proposer to legal liability for sanctions, including costs for re-bid.

(F) BID BOND: An original bid bond in the amount of **five percent (5%)** of the proposal total must be included with the proposal. **Failure to submit required bid bond will result in immediate proposal disqualification.** The bid bond must be in the form of a surety bond, certified check, cashier's check or money order from a solvent bank or savings and loan association with Butler County Department of Job and Family Services identified as the obligee. Bonds will be returned to all proposers within thirty days of contract award.

(G) PERFORMANCE BOND: Within approximately ten (10) business days of contract commencement or within a time negotiated between BCDJFS and selected Proposer, the selected Proposer may be required to submit an annually renewable performance bond of at least ten percent (10%) of the total contract amount. Should BCDJFS require a performance bond the selected Proposer must be prepared to demonstrate that the performance bond costs to be incurred are reasonable and necessary and must be reviewed and authorized by BCDJFS before bond purchase. At the selected Proposer's discretion, an escrow account may be established in lieu of the performance bond. If implemented the performance bond or escrow account must remain in effect throughout the term of the contract.

If at any time during the contract period the selected Proposer fails to meet the performance requirements stated in the RFP and/or Contract, the performance bond funds will be used to defray any additional and/or transitional costs incurred by BCDJFS to maintain or establish services.

(H) ORDER OF PRECEDENCE: The successful Proposer's proposal, this RFP and other applicable addenda will become part of the final contract. In the event of conflict or contradiction between the contract language, exhibits, the RFP and the Proposer's proposal the order of precedence shall be as follows: (A) Boilerplate Contract; (B) contract Exhibits; (C) the RFP; (D) Proposer's Proposal.

(I) CONTRACTUAL OBLIGATIONS: Reference the BCDJFS Contract Boilerplate (**Attachment A**) for the minimum contractual requirements for all BCDJFS providers. Exhibit 1 (responsibilities, conditions and services to be provided) and Exhibit 2 (reimbursement policies) will be negotiated with the successful Proposer and shall be added to the boilerplate contract.

The contents of the RFP and the commitments set forth in the selected proposals shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award.

Proposals submitted for funding consideration must be consistent with and, if funded, operated according to all applicable federal regulations, State of Ohio policies, and BCDJFS policies and procedures.

The Contract award will not be final until BCDJFS and the successful Proposer have executed a mutually satisfactory contractual agreement. No contract activity may begin prior to the execution of a contractual agreement between the successful proposer and BCDJFS.

BCDJFS reserves the right to cancel an award immediately if new state or federal regulations or policies make it necessary to change the service purpose or content substantially or to prohibit such service.

(J) SUBCONTRACTING: The hiring or use of outside services, subcontractors, or consultants in connection with the work presented within this RFP shall not be permitted without prior written approval by BCDJFS.

(K) PROPOSER DISCLOSURE: Proposer must disclose any pending or threatened court actions and/or claims against the Proposer, parent company or subsidiaries. This information will not necessarily be cause for rejection of the proposal; however, withholding the information may be cause to reject the proposal and/or contract.

(L) BCDJFS EMPLOYEES: The successful Proposer warrants that for the term of any contract with BCDJFS, Proposer shall not solicit BCDJFS employees to work for Provider.

## 8. RFP INFORMATION

### (A) RFP TIMELINE

- (1) RFP is advertised and issued: November 3, 2022
- (2) Bidders Conference: Not applicable for this RFP
- (3) Final date for RFP clarification requests and/or questions: November 23, 2022 at 4:00P.M.
- (4) Final date for RFP modification: November 28, 2022
- (5) Proposal due date: December 2, 2022 at 10:30 AM local time
- (6) Vendor notification (estimated): December 9, 2022
- (7) Execution of contract by the Butler County Board of Commissioners – **upon contract completion and availability of scheduled Commissioner’s meetings but prior to contract start date.**
- (8) Contract start date – January 1, 2023

(B) CONTACT PERSON: The contact person for this RFP is:  
Rebecca Wade, Contract Manager, Butler County Department of Job and Family Services  
315 High Street, 9<sup>th</sup> Floor, Hamilton, Ohio 45011  
E-mail address: Rebecca.Wade@jfs.ohio.gov

(C) RFP REGISTRATION: To register for the RFP proposers shall submit via email, the contract person's name, company name and address, and email address. Proposers that register for the FRP will receive copies of any questions/answers and/or direct receipt of any RFP addenda.

(D) BIDDERS CONFERENCE: A Bidder's conference is not scheduled for this RFP. All Proposer's may submit questions via email to the Contact Person. Questions and answers will be sent back via email. All Registrants for this RFP will receive copies of Questions and Answers via email.

(E) RFP CLARIFICATION/QUESTIONS: Registered Proposers desiring an explanation or interpretation of the RFP or specifications must submit all questions in writing no later than November 23, 2022. BCDJFS will respond to all questions in the order in which they are received. BCDJFS will provide written copy of all questions and answers to all registered proposers periodically throughout the RFP process.

(F) RFP ADDENDA: BCDJFS may modify the RFP up to November 28, 2022. Any modification will be issued as an addendum to the RFP and will be forwarded to all registered proposers and posted to the Butler County Commissioners website ([www.butlercountycommissioners.org](http://www.butlercountycommissioners.org)).

## 9. RFP SUBMISSION

(A) PUBLIC INFORMATION: Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request pursuant to ORC 149.43. Any portion of the proposal to be held confidential should be marked "PROPRIETARY" in the upper right corner. BCDJFS reserves the right to make a final determination regarding "PROPRIETARY" documents. Documents including service costs shall be considered public information.

(B) RFP DUE DATE/TIME: Proposals must be delivered to and received at **Butler County Department of Job and Family Services, 315 High Street, 9<sup>th</sup> Floor, Hamilton, Ohio 45011, Attn: Rebecca Wade** no later than **Friday, December 2, 2022 at 10:30 AM, local time**. Timely submission of bids is the sole responsibility of the Proposer.

Proposals shall be submitted in a sealed envelope or box clearly marked with the Proposer's name and address and **"BCDJFS/CS INTERPRETATION AND TRANSLATION SERVICES  
– CONTRACT NUMBER 22-12-562."**

(C) RFP/Copies: Proposers must submit one (1) original and four (4) copies of the proposal. The original proposal must be marked "ORIGINAL" and must include original signature(s) of person(s) authorized to sign the proposal.

(D) RFP FORMAT: Proposals should be submitted as follows:

- (1) Printed on 8 ½ " x 11" paper – black/white copy only **(no color copies)**.
- (2) One inch (1") margins on all sides.
- (3) Printed single line / space with 10 or 12 point font.
- (4) Pages should be numbered sequentially at the bottom of the page,



- (5) Proposal must be divided into the categories as listed in Section 10 – Proposal Content and shall include a header for each section.
- (6) Use **only** paper clips or binder clips to secure RFP **(DO NOT USE STAPLES, SPECIALIZED BINDING OR COVERINGS OF ANY TYPE OR FORM).**

## **10. PROPOSAL CONTENT**

(A) The entire set of proposal documents must be submitted in the following order:

- (1) Bid Bond (original proposal only).
- (2) Proposal Certification/Signature page (Attachment C).
- (3) Proposal Quote Sheet (Attachment D).
- (4) Service Description: This section should detail the services to be provided. Screen captures or other brief materials that may serve to assist in describing the functionality may be attached to your response as an Appendix. Any materials attached as an Appendix should be specifically referenced in the body of the response.
- (5) Program Implementation: This section should include an implementation plan outlining the significant tasks required of both organizations in order to implement services on January 1, 2023
- (6) Staffing and management information and requirements, including the total number of staff required to implement the Program, job descriptions, required training and credentials for each position, and a table of organization for the Program.
- (7) Contract Budget Spreadsheets with Budget Narrative for each contract year.
- (8) Quality Assurance Plan (QAP) that describes Proposer's method for monitoring, tracking and assessing the quality of service provided and how the proposer will identify and resolve issues. Concerns and issues that should be addressed in this section include, but is not limited to, the following:
  - Dropped calls
  - No shows or tardiness
  - Excessive wait times for on-site interpreter service
  - Inaccurate billings or delayed billings
- (9) Qualifications
  - (a) Proposal should include a brief history and description of the company with special attention given to project experience in this industry, the date established, and the total number of employees.
  - (b) Identify any accreditations and certifications applied for or presently held by company.
  - (c) Submit a table of organization for the company.
  - (d) Provide the names of members of your governing or advisory board, if applicable.

(e) References: This section should contain a minimum of three (3) professional references from businesses that are currently using the specific product and/or services listed in the RFP. Contact information should include name of organization, contact name, telephone number and e-mail address (if available).

(f) Provide a copy of your organizations most recent independent audit.

(10) Additional Required Forms: Required for Original proposal only, include original forms, completed as required.

(a) Civil Rights Compliance Affidavit (Attachment E)

(b) Delinquent Personal Property Tax Affidavit (Attachment F)

(c) Non-collusion Affidavit (Attachment G)

(d) Sub W-9

(e) Current Certificate of Insurance

## **11. PROPOSAL OPENING**

The RFP proposal opening will be conducted in the presence of BCDJFS personnel.

## **12. PROPOSAL EVALUATION**

(A) Stage 1: Proposals will be evaluated to determine if proposal was submitted timely and includes all required documents and attachments.

(B) Stage 2: Proposals that qualify for Stage 2 evaluation will be reviewed, evaluated and rated by a review committee of no less than five (3) members. Proposals will be evaluated using criteria developed by BCDJFS and documented on a Proposal Review Form.

(C) Stage 3 (Optional): The review committee may request additional information from sources other than the written proposal to evaluate programs or to clarify proposal. Other sources of information may include, but are not limited to the following:

(1) Written responses from Proposer to clarify questions posed by Review Committee. All questions and answers will be in writing.

(2) BCDJFS may request proposer(s) provide an oral presentation.

(3) BCDJFS may request a site visit.

## **13. PROPOSAL SELECTION**

(A) Based on the evaluation results BCDJFS may select a Provider for services. Proposal selections does not guarantee a contract for services will be awarded. The Board of County Commissioners of Butler County has final authority to approve and award contracts.

Though it is hoped and expected that a Provider selection will be made from this process, BCDJFS reserves the right to discontinue the selections process at any time and begin the entire process anew or to not make any awards based on this bid.

(B) Providers who submitted timely proposals that wish to obtain clarifying information regarding their non-selection may request a post-proposal meeting in writing within fourteen (14) days after the date of notification of the decision. A meeting will be scheduled within twenty-one (21) days of BCDJFS receipt of the meeting request.

(C) Per ORC 307.862(c), in order to ensure fair and impartial evaluation, proposals and other supporting documentation to a subsequent negotiation for a final contract that would be otherwise available for public inspection and copying under ORC 149.43, shall not be available through the public records request until after the Contract is fully executed by the Board of County Commissioners of Butler County.

## Butler County Department of Job and Family Services

### Purchase of Service Contract

This Purchase of Service Contract ("Contract") is entered into by and between the Board of County Commissioners of Butler County Ohio through and on behalf of Butler County Department of Job and Family Services ("BCDJFS) and **(PROVIDER NAME)** an Ohio**(TYPE OF ORGANIZATION)**, ("Provider"), with its main office located at**(PROVIDER ADDRESS)**, whose telephone number is**(PHONE NUMBER)**, for the purchase of **(ADD PROGRAM INFORMATION AS NEEDED)** services identified under Exhibit 1, Services To Be Purchased.

This instrument embodies the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Contract.

#### 1. TERM / CONTRACT AMOUNT

This contract shall be effective as of **(contract start date)** or the date it is executed by the Board of County Commissioners of Butler County Ohio, whichever is later, and shall remain in effect through **(contract end date)**, inclusive, unless otherwise terminated or extended by formal amendment at BCDJFS discretion.

If this contract becomes effective on a date subsequent to **(contract start date)**, BCDJFS acknowledges that Provider has or may have provided services contemplated by the terms of this Contract as of **(contract start date)**. BCDJFS further acknowledges the obligation to reimburse Provider for such services upon presentation of timely and properly documented invoice(s), subject to ratification by the Board of County Commissioners of Butler County Ohio. No services provided prior to **(contract start date)** shall be covered under the terms of this contract.

The maximum amount payable for this Contract shall not exceed **CONTRACT MAXIMUM AMOUNT**.

#### 2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Contract and Exhibits (such Exhibits are deemed to be a part of this contract as fully as if set forth herein), Provider agrees to perform the services as described in Exhibit 1, Services to be Purchased, and Exhibit 2, Reimbursement Policy.

#### 3. EXHIBITS

When variations occur between the contract language and the language of Exhibit 1, Exhibit 2 and any attachments, referenced within said exhibits, the language of Exhibit 1, Exhibit 2 and any attachments shall govern.

The extent to which any of the terms of this Contract shall be made inapplicable or amended are set forth in Exhibit 3, attached to this Contract. If an Exhibit 3 is **not** attached to this Contract, all terms of this Contract shall be in full force and effect according to the terms of this Contract, Exhibit 1, and Exhibit 2.

#### 4. ELIGIBILITY

Unless otherwise defined in Exhibit 1, service is to be provided only for referrals made to Provider by BCDJFS on behalf of a BCDJFS client.

#### 5. NON-EXCLUSIVE

This Contract is a non-exclusive, and BCDJFS may purchase the same or similar items or services from other vendors at any time during the term of this Contract. Provider acknowledges that, by entering into

this Contract, BCDJFS is not making any guarantees or other assurances as to the extent, if any, that BCDJFS will utilize Provider's services or purchase its goods.

In this same regard, this Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties, so long as such additional contractual work does not impede Provider's ability to perform the services required under this Contract.

## **6. AVAILABILITY OF FUNDS**

This Contract is conditioned upon the availability of federal, state or local funds which are appropriated or allocated for payment of this Contract.

If funds are reallocated in lesser quantities than the initial allocation, BCDJFS may reduce the scope of service purchased and/or reduce the total contract dollars. If funds are not allocated or available for the continuance of the function performed by Provider hereunder, the products or services directly involved in the performance of that function may be terminated by BCDJFS at the end of the period for which funds are available. BCDJFS will notify Provider at the earliest possible time of any product or services which will or may be affected by a shortage of funds.

No penalty shall apply to BCDJFS in the event this provision is exercised and BCDJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination or reduction under this section.

## **7. AMENDMENT**

This Contract may be amended, upon agreement of both parties, by a written document signed by a duly authorized representative of each of the parties. Any such modification shall be attached hereto and become a part hereof and shall be executed in the same fashion as the original.

BCDJFS reserves the right to amend or renegotiate the Contract if the requirements of the program are substantially changed by the Ohio Department of Job and Family Services ("ODJFS"), thereby necessitating changes to the program delivery structure to ensure compliance with the rules and regulations governing the administration of the program.

Contracts may not be amended after lapse or termination of this Contract.

## **8. TERMINATION**

This Contract may be terminated by either party upon notice, in writing, delivered to the other party prior to the effective date of termination. Should Provider wish to terminate this Contract, Provider shall deliver the notice of termination thirty (30) days prior to the effective date of termination. Should BCDJFS wish to terminate, BCDJFS may do so immediately upon delivery of the termination notice.

Should Provider become unable to complete the work requested in this Contract for any reason, such work as Provider has completed upon the date of its inability to continue the terms of this Contract, shall become the property of BCDJFS. Upon BCDJFS request, Provider shall furnish a report including, but not limited to, a description of the status of all work under this contract, results, and conclusions resulting therefrom.

Should Provider become unable to provide the services agreed to in this Contract for any reason or if Provider otherwise materially breaches this Contract, such services as Provider has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Contract Section 19- REIMBURSEMENT and Exhibit 2, subject to any claim or set-off by BCDJFS for overpayment or other causes.

BCDJFS shall not be liable to tender and/or pay to Provider any further compensation after the date of Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by BCDJFS.

Notwithstanding the above, Provider shall not be relieved of liability to BCDJFS for damages sustained by BCDJFS by virtue of any breach of the Contract by Provider. BCDJFS may withhold any compensation due Provider for the purpose of off-set until such time as the amount of damages due BCDJFS from Provider is agreed upon or determined by court order and an agreement for payment thereof is executed by the parties in writing.

## 9. PUBLIC RECORD

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, BCDJFS 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 the records maintained by Provider pursuant to this Contract may be deemed public records and subject to disclosure under Ohio law.

## 10. INSURANCE

Provider agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damage to property which may arise from or in connection with Provider's products or services as described in this Contract; auto liability; professional liability (errors and omissions) and umbrella/excess insurance. Further, Provider shall procure and maintain for the duration of this Contract Workers Compensation coverage. The cost of the 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 insurance provider with an A.M. Best rating of no less than A.. 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 the equivalent with limits of at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate and at least one hundred thousand dollars (\$100,000.00) coverage in legal liability fire damage. Coverage shall include:

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

**B) Endorsements** for physical abuse claims and for sexual molestation claims at a minimum of three hundred thousand dollars (\$300,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate.

**C) Business auto liability** insurance of at least one million dollars (\$1,000,000.00) combined single limit on all owned, non-owned, leased and hired automobiles. If the Contract contemplates the transportation of BCDJFS clients and Provider provides this service through the use of its employees' privately-owned vehicles, then Provider's Business Auto Liability insurance shall be excess to the employees' privately-owned vehicle insurance and shall provide coverage above its employees' privately owned vehicle coverage. Provider's business auto liability policy shall be endorsed to provide this coverage.

Provider shall not allow anyone to transport BCDJFS clients who currently has five (5) or more points on his or her license, has a conviction for driving while under the influence of alcohol or drugs, or is not insured by a policy with coverage that meets or exceeds the mandatory minimum limits for automobile insurance in Ohio.

**D) Professional liability** (error and omission) insurance of at least one million dollars (\$1,000,000.00) per claim and in the aggregate.

**E) Umbrella and excess liability** insurance policy with limits of at least one million dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:

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

**F) Workers' Compensation** insurance at the statutory limits required by the Ohio Revised Code.

Provider further agrees that **1)** all commercial general, business auto and umbrella/excess liability policies shall state "Butler County Ohio Board of County Commissioners and Butler County Department of Job and Family Services, their officials, employees, agents and volunteers are endorsed as additional insured parties", **2)** Provider shall notify BCDJFS in writing, thirty (30) days in advance, of any Provider initiated material changes or cancellation of any insurance policy, and **3)** each required insurance policy shall be endorsed to state that each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the Butler County Ohio Board of County Commissioners and BCDJFS.

Provider shall furnish BCDJFS with original certificates of insurance and amendatory endorsements affecting coverage prior to contract commencement. BCDJFS reserves the right to require, at any time during the Contract Term, complete certified copies of all required insurance policies and endorsements affecting coverage.

Provider shall declare any self-insured retention to BCDJFS pertaining to liability insurance. Provider shall provide a financial guarantee, satisfactory to BCDJFS, guaranteeing payment of losses and related investigations, claims, administration and defense expenses for any self-insured retention.

If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following; 1) unlimited extended reporting 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 (tail coverage), or 2) continuous coverage from the original retroactive date of coverage. The original retroactive date means original effective date of the first claim-made policy issued for a similar coverage while Provider was under contract with BCDJFS.

Provider shall 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.

Provider's insurance coverage shall be primary insurance with respect to Butler County Ohio Board of County Commissioners, BCDJFS, their officials, employees, agents and volunteers. Any insurance maintained by Butler County Ohio Board of County Commissioners or BCDJFS shall be in excess of Provider's insurance and shall not contribute to it.

Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of coverage shall constitute a material breach of the Contract.

Any/all subcontractors are subject to the same insurance requirements contained within this Contract, including the insurance requirement in which BCDJFS and the Butler County Ohio Board of County Commissioners are listed as additional insured parties. Provider shall obtain and keep on file copies of all required insurance documents from any subcontractor approved by BCDJFS to provide services under this Contract.

## **11. INDEMNIFICATION**

Provider agrees to protect, defend, indemnify and hold harmless the Butler County Ohio Board of County Commissioners and BCDJFS and their members, officials, employees, agents and volunteers ("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) officers, 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.

## **12. ASSIGNMENT AND SUBCONTRACTING**

The parties expressly agree that this Contract shall not be assigned by Provider without the prior written approval of BCDJFS.

The parties expressly agree Provider shall not subcontract any of the services agreed to in this Contract without the express written consent of BCDJFS.

Provider shall enter into a binding legal contract or written agreement with any/all approved subcontractors ("Subcontractors") and shall provide a copy of said contracts to BCDJFS within ten (10) business days of contract execution. All Subcontractors are subject to the same terms, conditions, and covenants contained within this Contract. Provider is responsible for making direct payment to all Subcontractors for any and all services provided by such Subcontractor.

Provider shall monitor any approved Subcontractors to assure all requirements under this Contract are being met. Provider shall notify BCDJFS within one (1) business day when Provider learns that any Subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider shall immediately implement a process whereby either the Subcontractor is immediately brought into compliance or the Subcontractor's contract with Provider is terminated. Provider shall provide BCDJFS with written documentation regarding how compliance will be achieved. In the event of termination of a Subcontractor, Provider shall notify BCDJFS of Subcontractor's termination and shall make



recommendations to BCDJFS of a replacement subcontractor. All replacement Subcontractors are subject to the prior written consent of BCDJFS.

Notwithstanding any other provisions of this Contract that affords Provider an opportunity to cure a breach, Provider agrees that the assignment of any portion of this Contract or use of any subcontractor without the prior written approval of BCDJFS is grounds for BCDJFS to terminate this Contract upon delivery of written notice.

### **13. INDEPENDENT CONTRACTOR STATUS**

Provider and BCDJFS intend that an independent contractor relationship be created by this Contract, and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. Provider shall pay all wages, salaries, retirement plan payments and other amounts due its employees in connection with this Contract and Provider shall make appropriate filings with the taxing authorities to account for and make all payments required by the local, state, and federal authorities to include income tax, social security, and Medicare payments for Provider and any person(s) employed by Provider. Provider shall be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. Provider further agrees to indemnify and hold harmless BCDJFS from any and all claims made to or by the above-mentioned taxing authorities resulting from or related to the performance of this Contract. However, if BCDJFS determines that taxes should be withheld, BCDJFS reserves the right to unilaterally withhold, as appropriate, and to notify Provider accordingly.

Since Provider and BCDJFS are contracting parties independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Provider covenants to expressly indicate to any third-party vendor who is or may be doing business with BCDJFS that it has no authority to bind BCDJFS. Moreover, at no time shall Provider hold itself out as an agent, subsidiary or affiliate of BCDJFS for any purpose, including reporting to any government authority, and shall have no authority to bind BCDJFS to any obligation.

### **14. BREACH OR DEFAULT OF CONTRACT; WAIVER**

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

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. Provider waiver requests shall be submitted in writing to the BCDJFS Director or his/her designee. BCDJFS will respond to waiver requests within ten (10) business days.

In the event of repeated waiver requests both parties agree to meet, at the request of either party, to discuss a possible amendment to the terms of the contract.

### **15. 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 enforceable to the fullest extent permitted by law.

## **16. CONFIDENTIALITY**

Provider shall maintain the confidentiality of all BCDJFS clients and shall comply with all federal and state laws applicable to BCDJFS and/or clients of BCDJFS concerning the confidentiality of BCDJFS clients.

Provider agrees that the use or disclosure of information, systems or records concerning BCDJFS clients for any purpose not directly related to the administration of this Contract is prohibited and access to the identities of any BCDJFS clients shall be limited to that which is necessary for the purpose of performing Provider's responsibilities under this Contract.

No information on clients served will be released for research or other publication without the express written consent of the BCDJFS Director or his designee.

## **17. RECORDS**

Provider shall practice generally accepted accounting practices and procedures and maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all direct costs of any nature incurred by Provider in the performance of this Contract.

Provider shall maintain, protect and preserve in a secure and safe manner all records relating to the services provided and/or used in the administration of the program, including, but not limited to, client records, eligibility determination records, financial records, census records, and documentation of legal compliance with Ohio Administrative Code rules for a minimum of three (3) years after final payment is made under this Contract.

Such records shall be made available at all reasonable times for audit and/or review by duly authorized personnel of BCDJFS, Board of County Commissioners of Butler County Ohio, State of Ohio (including, but not limited to, ODJFS, Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after final payment is made under this contract. If an audit of any nature is initiated during this time period, Provider shall retain such records until the audit is concluded and all issues resolved.

Provider shall assure the maintenance of all records for a like period of time that are in the possession of any third-party performing work related to this Contract, unless otherwise directed by BCDJFS.

Provider shall not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein without the express written consent of BCDJFS.

## **18. UNIT RATES**

When Exhibits 1 and/or 2 of this Contract identify the service to be provided as a purchase of services in **units of service**, or the authorization issued by BCDJFS is to provide a specific number of units of service, it is the responsibility of Provider to determine the number of units approved and to monitor the number of allowable units of services authorized by BCDJFS under this Contract which have been used: (1) individually and (2) collectively. If Provider offers services collectively or individually in excess of the contract limits for the units authorized by BCDJFS for an individual client or for all clients without prior approval by BCDJFS, Provider shall bear the cost of the services provided.

If Provider feels there is a need for additional units of service in individual cases or for the contract as a whole, it is the responsibility of Provider to obtain written approval from BCDJFS administration prior to providing the additional units of service. Lack of diligence in securing such approval in advance shall not operate to the financial prejudice of BCDJFS and thus BCDJFS shall not be obligated to approve or pay for any services provided in excess of those it has authorized.

Should BCDJFS agree to an increase in the authorized number of units of service, amendment language will be formulated by BCDJFS for incorporation into the Contract via BCDJFS' contract amendment process. No contract modifications shall become effective until they are formally amended per Contract Section 7 – Amendment.

## **19. REIMBURSEMENT**

Provider warrants that claims made to BCDJFS for payment of services provided shall be for actual services rendered to eligible clients and further warrants not to duplicate claims made by Provider to other sources of public or private funds for the same service.

BCDJFS agrees to compensate Provider in accordance with the rates outlined in Contract Exhibit 2, Reimbursement Policy, for the services performed by Provider.

All requests for reimbursement shall have adequate supporting documentation. Required documentation specific to this contract is listed in Exhibit 2 – Reimbursement Policy.

Records of service provided to eligible clients and all expenses incurred in the operation of the program shall be maintained per Contract Section 17 - Records. Service and expenses for which there is insufficient documentation will not be reimbursed, or will be recovered through the audit process.

**A) Billing:** Invoices shall be sent each month to BCDJFS within fifteen (15) 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. BCDJFS shall not make payment for any service, based upon either an initial invoice or a supplemental invoice, for which a request for reimbursement is submitted to BCDJFS more than ninety (90) calendar days from the end of the service month. The BCDJFS Finance Department has the final authority to determine whether an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there shall be no extension of time limitations.

Invoices shall include Provider's name and address, program name, invoice number, invoice period, vendor number (federal taxpayer ID), invoice amount and any special documentation identified in Contract Exhibit 2, Reimbursement Policy.

Untimely invoices and/or invoices which repeatedly contain errors shall be grounds for termination pursuant to Contract Section 8, Termination.

All invoices and supporting documentation shall be subject to audit and adjustment by BCDJFS and the ODJFS after payment is made. Attention is directed to Contract Section 20, Audit Responsibility (of Provider).

**B) Payment:** BCDJFS will review Provider's invoice for completeness of required information before making payment, but within sixty (60) working days after receipt of a complete and accurate invoice. Any adjustments by BCDJFS to the invoice will be identified in an adjustment letter to Provider, to be issued timely with the payment check. If Provider's invoice is incomplete, payment will be delayed until receipt of required information.

In the event BCDJFS intends to withhold any amount due to the lack of sufficient documentation, BCDJFS will promptly notify Provider in writing.

## **20. AUDIT RESPONSIBILITY**

Provider shall accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local entities directly related to Provider's performance of this Contract.