



REQUEST FOR QUOTATIONS

Over the Phone Interpretation Services

RFQ #: 01-CY25

For

Delaware County Department of Job & Family Services (DCDJFS)

145 North Union Street

Delaware, Ohio 43015

740-833-2304

Deadline for Quotation Submission is April 21, 2025

REQUESTS TO EXTEND DEADLINE WILL NOT BE GRANTED

Purpose

The Delaware County Department of Job and Family Services (DCDJFS) is seeking quotes for over-the-phone language interpretation services from qualified and cost-effective service providers.

Background

The DCDJFS serves customers whose primary language is not English who require verbal interpretation services.

Contract Term

Initial Service Period: July 1, 2025 – June 30, 2026

The DCDJFS intends to award a one (1) year contract (with an option to extend two (2) additional one (1) year periods).

Maximum Compensation

Up to \$10,000 annually

Scope

The DCDJFS is seeking a quotation for the following services:

Over-The-Phone Interpretation

Minimum Required Service Level

- Services must be available 24/7, 365 days per year with no notice scheduling and simple dial-in request service.
- Providers should be able to demonstrate average connect time to interpreters for all languages (except Spanish) of sixty (60) seconds or less.
- Providers should be able to demonstrate average connect time to interpreters for Spanish of thirty (30) seconds or less.
- Rates for the interpretation service must be billed monthly on a cost-per-minute basis.
- Providers must demonstrate an ability to provide interpretation services for the following languages as a **minimum**:

Mandarin	Urdu	Vietnamese
Cantonese	Armenian	Haitian
Spanish	Gujarati	Nepali
French	Polish	Thai
Korean	Portuguese	Teluga
Somali	Bengali	Swahili
German	Arabic	Turkish
Italian	Russian	Japanese
Hindi	Punjabi	

Historical Interpretation Requirements from July 2024- January 2025

Month	Minutes	Calls
July	939	76
August	1260	104
September	1057	78
October	1393	111
November	1092	87
December	1103	85
January	705	75

Administrative Requirements for Interpretation Services

Minimum Required Service Level

- Provider must have security and confidentiality processes in place to protect clients.
- Provider must have continuing education processes for translators and interpreters in place to ensure accurate interpretation and translation.
- Provider must demonstrate simple billing and reporting capabilities.
- Provider must provide three (3) references of satisfied customers with similar needs.

Provider awarded the contract as a result of the winning quote agrees to the terms set forth in the “Sample Contract” included with this Request for Quote.

Quote Submission

Quotations are due not later than 11:59pm, local time, April 21, 2025

Quotations are to be submitted by email to sara.damato2@jfs.ohio.gov

***** Quotations are to be submitted as electronic documents attached to the email address referenced above. *****

***** Proposers (bidders) must use the DCDJFS Phone Interpretation Proposal Form included with this RFQ *****

***** Please do not provide additional information that was not requested *****

Questions

Questions regarding clarification of the RFP must be submitted by **email only**. No phone calls please.

All questions must be submitted not later than **April 1, 2025**.

Email: sara.damato2@jfs.ohio.gov

Questions and answers regarding clarification of the RFQ will be posted anonymously and publicly on the Delaware County Public Notices and Bid Information section of the county website at the following URL: <https://co.delaware.oh.us/media-room/bids/>

**DCDJFS OVER THE PHONE INTERPRETATION SERVICES
QUOTATION FORM**

RFQ # 01-CY25

Date:

Provider Organization Name:

Provider Address:

Provider Phone #:

Provider Fax #:

Provider email:

Provider web site address:

Provider Authorized Representative Name:

Provider Authorized Representative Signature: _____

I agree that as a Provider we (**please initial each to acknowledge**):

- _____ Will operate in compliance with all applicable federal, state and local laws; and
- _____ Are not on the federal, state, or local debarment list; and
- _____ Have a written statement supporting compliance with non-discrimination laws, federal wage and hour laws, Worker's Compensation laws and the Americans with Disabilities Act (ADA) in the recruitment and employment of individuals; and
- _____ Have the ability to maintain all DCDJFS client files in a secure, locked file cabinet(s); and
- _____ Have reviewed the "Sample Contract" and if awarded the contract resulting from this RFQ, will agree to and comply with terms and conditions set forth in the "Sample Contract" included in the RFQ.

Conflict of Interest

Each provider shall include a statement indicating whether or not the organization or any of the individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict. The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Provider. The County's determination regarding any questions of conflict of interest shall be final.

STATEMENT:

Providers must confirm they satisfy the requirements listed below. Providers must answer all questions.

OVER-THE-PHONE INTERPRETATION REQUIREMENTS

Services must be available 24/7, 365 days per year with no notice scheduling and simple dial-in request service.

ANSWER:

Average connect time to interpreters for all languages (except Spanish) must be sixty (60) seconds or less.

ANSWER:

Average connect time to interpreters for Spanish must be thirty (30) seconds or less.

ANSWER:

Provider must have interpreters fluent in a minimum of the following languages:

Mandarin	Urdu	Vietnamese
Cantonese	Armenian	Haitian
Spanish	Gujarati	Nepali
French	Polish	Thai
Korean	Portuguese	Teluga
Somali	Bengali	Swahili
German	Arabic	Turkish
Italian	Russian	Japanese
Hindi	Punjabi	

ANSWER:

Rates for the interpretation service must be billed on a cost per minute basis.

ANSWER:

ADMINISTRATIVE REQUIREMENTS FOR INTERPRETATION

Provider must have security and confidentiality processes in place to protect clients.

ANSWER:

Provider must have continuing education processes for interpreters and translators in place to ensure accurate interpretation and translation.

ANSWER:

Provider must demonstrate simple billing and reporting capabilities.

ANSWER:

Provider must provide three (3) references of satisfied customers with similar needs.

ANSWER:

Cost & Pricing

Provider shall attach or include your standard terms and rates schedule for over-the-phone interpretation and a list of languages supported.

**SAMPLE CONTRACT Template for the PURCHASE OF
OVER THE PHONE LANGUAGE INTERPRETATION SERVICES
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND**

TBD, INC.

This Contract is entered into this _____ day of _____, 2025 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 91 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, "DCDJFS"), whose address is 145 North Union Street, Delaware, Ohio 43015, and **TBD, Inc.** (hereinafter, "PROVIDER") whose address is **TDB Address, City, State, zip** (hereinafter singly "Party," collectively, "Parties").

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides Over the Phone Language Interpretation services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal funds to pay for Over the Phone Language Interpretation services using the following funding streams:

- CFDA Title and Number: Medicaid 93.778
Award Name: Medical Assistance Program

- CFDA Title and Number: TANF 93.558
Award Name: Temporary Assistance for Needy Families

- CFDA Title and Number: Social Services Block Grant 93.667
Award Name: Title XX

- CFDA Title and Number: SNAP 10.561
Award Name: Supplemental Nutrition Assistance Program

WHEREAS, PROVIDER is willing to provide such services; and,

WHEREAS, PROVIDER is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT

The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide Over the Phone Language Interpretation services (hereinafter collectively "Services") to clients in Delaware County, Ohio. Services to be provided are described in detail and/or set forth in:

- DCDJFS RFQ #01-CY21, dated **TBD**
- Provider Proposal, dated **TBD**
- Provider Documentation, titled **TBD**, dated **TBD**

2. TERM

This agreement shall have an initial service period of July 1, 2025 through June 30, 2026.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

3. SCOPE OF SERVICES/DELIVERABLES

The Services to be provided under this Contract to DCDJFS by PROVIDER are set forth and are more fully described in:

DCDJFS RFQ #01-CY25, dated TBD
Provider Proposal, dated TBD
Provider Documentation, titled TBD, dated TBD

4. FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

DCDJFS shall reimburse PROVIDER in accordance with the following:

To receive reimbursement, PROVIDER shall submit to DCDJFS proper monthly invoices for Services actually provided.

The PROVIDER shall provide a monthly invoice to the DCDJFS no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice.

If the invoice is not received by DCDJFS within the 30-day deadline, the Provider agrees to be bound by the removal rates listed below:

- 31-45 days 10% of the total invoice amount
- 46-60 days 20% of the total invoice amount
- 61+ days 30% of the total invoice amount

Any removal rate amounts applied toward an invoice in accordance with these terms shall count toward the remaining Contract balance. The final invoice must be submitted in accordance with the above terms except that the final invoice must be submitted no later than 60 days of the end of Contract period. In the event that Contractor fails to submit the final invoice within 60 days, a removal

rate shall apply toward the final invoice in the amount of 100% of the final invoice. Contractor agrees that said credits represent liquidated damages and are not a penalty. Contractor acknowledges and agrees that these percentages are a genuine estimate of Board's damages for late submission of invoices and are reasonable in light of the harm that will be caused by late submission, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

B. MAXIMUM PAYMENT:

PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of ten thousand dollars and no cents (\$10,000) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of ten thousand dollars and no cents (\$10,000).

5. AWARD INFORMATION

CFDA Title and Number: Medicaid 93.778
Award Name: Medical Assistance Program
Name of Federal Agency: U.S. Department of Health and Human Services
Program Authorizing Legislation: Social Security Act, Title XIX, as amended; Public Laws 89-97, 90-248, and 91-56; 42 U.S.C. 1396 et seq., as amended; Public Law 92-223; Public Law 92-603; Public Law 93-66; Public Law 93-233; Public Law 96-499; Public Law 97-35; Public Law 97-248; Public Law 98-369; Public Law 99-272; Public Law 99-509; Public Law 100-93; Public Law 100-202; Public Law 100-203; Public Law 100-360; Public Law 100-436; Public Law 100-485; Public Law 100-647; Public Law 101-166; Public Law 101-234; Public Law 101-239; Public Law 101-508; Public Law 101-517; Public Law 102-234; Public Law 102-170; Public Law 102-394; Public Law 103-66; Public Law 103-112; Public Law 103-333; Public Law 104-91; Public Law 104-191; Public Law 104-193; Public Law 104-208, 104-134; Balanced Budget Act of 1997, Public Law 105-33; Public Law 106-113; Public Law 106-554; Public Law 108-27; Public Law 108-173; Public Law 109-91; Public Law 109-171; Public Law 109-432; Public Law 110-28; Public Law 110-161; Public Law 111-3; Public Law 111-5; Public Law 111-8; Public Law 111-31; Public Law 111-68; Public Law 111-88; Public Law 111-117; Public Law 111-118; Public Law 111-148; Public Law 111-150; Public Law 111-150; Public Law 111-152; Public Law 111-309, Public Law 112-10, Public Law 112-33, Public Law 112-36, Public Law 112-55, Public Law 112-74, Public Law 112-78, Public Law 112-96, Public Law 112-175, P.L. 113-6, Public Law 113-46, Public Law 113-73, Public Law 113-76, Public Law 113-235, Public Law 114-10.

CFDA Title and Number: TANF 93.558
Award Name: Temporary Assistance for Needy Families
TANF Purpose:
Name of Federal Agency: U.S. Department of Health and Human Services
Program Authorizing Legislation: Social Security Act, Title IV, Part A as amended, Personal Responsibility and Work Opportunities Reconciliation Act of 1996, Public Law 104-193, Balanced Budget Act of 1997, Public Law 105-33.

CFDA Title and Number: Social Services Block Grant 93.667
Award Name: Title XX
Name of Federal Agency: U.S. Department of Health and Human Services
Program Authorizing Legislation:

CFDA Title and Number: SNAP 10.561
Award Name: Supplemental Nutrition Assistance Program
Name of Federal Agency: U.S. Department of Agriculture
Program Authorizing Legislation: Food and Nutrition Act of 2008, as amended, Section 16, Public Law 95-113, 91 Stat. 958, 7 U.S.C. 2025; Public Law 99-198, Public Law 105-33, Public Law 105-185, Public Law 110-246, American Recovery and Reinvestment Act of 2009, Public Law 111-5, Healthy Hunger Free Kids Act, Public Law 111-296, American Taxpayer Relief Act, Public Law 112-240; Agricultural Act of 2014.

6. LIMITATION OF SOURCE OF FUNDS

PROVIDER warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

7. DUPLICATE BILLING/OVERPAYMENT

PROVIDER warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by PROVIDER to other sources of funding for the same services. In case of overpayments, PROVIDER agrees to repay DCDJFS the amount of overpayment and that to which it is entitled.

8. INFORMATION REQUIREMENTS

PROVIDER will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of services provided and outcomes achieved.

9. AVAILABILITY AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS may deem necessary, PROVIDER shall make available to any or all the above named parties or their authorized representatives, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. DCDJFS and the above-named parties shall be permitted by PROVIDER to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

PROVIDER, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, PROVIDER shall retain and maintain such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, PROVIDER shall contact DCDJFS in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

10. INDEPENDENT FINANCIAL RECORDS

PROVIDER shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

PROVIDER shall allow access by the Ohio Department of Job and Family Services (ODJFS), the Certified Financial Services Auditor and the local WIOA area, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. SERVICE DELIVERY RECORDS

PROVIDER shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS personnel.

12. RESPONSIBILITY OF AUDIT EXCEPTIONS

PROVIDER agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. PROVIDER agrees to reimburse DCDJFS for the amount of any such audit exception.

13. INDEPENDENT CONTRACTORS

PROVIDER shall act in performance of this Contract as an independent contractor. As an independent contractor, PROVIDER and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of DCDJFS and Delaware County.

PROVIDER certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.

DCDJFS and Delaware County are public employers as defined in R.C. § 145.01(D). The Parties acknowledge and agree that PROVIDER is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. PROVIDER also agrees that, as an independent contractor, PROVIDER assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment

compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

Because PROVIDER has been designated as an independent contractor or another classification other than public employee, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the PROVIDER and/or any of his/her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The PROVIDER acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to OPERS. If the PROVIDER is an individual or has less than five (5) employees, the PROVIDER, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). DCDJFS shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

PROVIDER hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

14. INDEMNIFICATION

PROVIDER shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Delaware County, the Board, DCDJFS, and the State (collectively "Indemnified parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- B. PROVIDER shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts to the extent arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the contracted parties to this agreement.
- C. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages,

losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the contracted parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

- D. PROVIDER'S indemnification liability under this Section 13 shall be limited to the maximum of PROVIDER'S insurance coverage limits as provided to DCDJFS under the terms of Paragraph 14 ("INSURANCE") below.

15. INSURANCE

PROVIDER shall carry and maintain current throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, PROVIDER shall present to the Board and DCDJFS current certificates of insurance and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.

Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000.

Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.

The Board of Delaware County Commissioners and the Department of Job & Family Services) must be named as "Additional Insured". The Board of Delaware County Commissioners must also be named as the Certificate Holder.

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to DCDJFS before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board and DCDJFS within seven (7) calendar days of change.

During the life of the Contract, the Board or DCDJFS may require PROVIDER to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the Board and DCDJFS shall retain any and all such other and further rights and remedies as are available at law or in equity.

Provider's failure to maintain current insurance certificates at any time during the duration of the contract awarded pursuant to this RFP shall be deemed a breach of the contract. In the event of such breach, the County shall have the right to withhold any further payment(s) due to Provider and to terminate the contract immediately without liability for any such payment(s).

In lieu of termination, the County may, at its option, choose to withhold any further payment(s) due to the Provider until the Provider presents current certificates. In the event that the Provider fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the contract in accordance with the above paragraph.

16. CONFLICT OF INTEREST

The PROVIDER covenants that, to the best of its knowledge, no person under its employ who presently exercises any functions or responsibilities in connection with the Board, the DCDJFS, or projects or programs funded by the Board or the DCDJFS, has any personal financial interest, direct or indirect, in this contract. The PROVIDER further covenants that in the performance of this Contract, no person having such conflicting interest shall knowingly be employed by the PROVIDER. Any such interest, on the part of the Contractor or its employees, when known, must be disclosed in writing to the DCDJFS.

17. EVALUATION AND MONITORING

Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place during the contract service period, utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will

be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. Contractor will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS.

DCDJFS shall conduct Risk Assessment monitoring during the contract service period and annually for contracts where the service period (and its related service period extensions) exceeds 12 months.

18. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

PROVIDER shall assume full responsibility for any damage to or loss of any DCDJFS and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of PROVIDER or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of PROVIDER as related to this contract or services provided thereunder.

19. TERMINATION

A. TERMINATION FOR THE CONVENIENCE:

The Parties may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Parties. PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. BREACH OR DEFAULT:

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the aggrieved Party shall provide thirty (30) days written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. WAIVER:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. LOSS OF FUNDING:

It is understood by PROVIDER that availability of funds for this contract and thus this contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to DCDJFS, PROVIDER understands that changes and/or termination of this contract will be required and necessary. To the extent permitted by law, PROVIDER agrees to hold harmless DCDJFS and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

20. SAFEGUARDING OF CLIENT

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for services provided pursuant to this contract for any purpose not directly related with the administration of this contract is strictly prohibited except upon the written consent of DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

21. CIVIL RIGHTS

DCDJFS and PROVIDER agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, 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 PROVIDER 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. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

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

22. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

PROVIDER agrees as a condition of this contract to make all services provided pursuant to this contract accessible to the disabled/handicapped. PROVIDER further agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to

investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

23. DRUG-FREE WORKPLACE

Provider agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. PROVIDER shall make a good faith effort to ensure that all of its and any of its officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

24. FINDINGS FOR RECOVERY

PROVIDER certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

25. ASSURANCES AND CERTIFICATIONS

PROVIDER assures and certifies that:

It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

Appropriate standards for health and safety in work and training situations will be maintained.

It shall comply with the provisions of the Delaware County Concealed Carry Policy when providing services under this Contract.

It recognizes and accepts its responsibility to maintain easily accessible and auditable financial records.

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, aware of any pending action which might result in such debarment.

It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of this Contract, permitting DCDJFS to terminate the Contract.

It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. PROVIDER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

By signing this Contract, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.

It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals. PROVIDER shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under the Contract. In the event that PROVIDER is placed on the excluded party list at any time, BOARD or DCDJFS shall have the right to terminate this Contract immediately without additional payment for any services

rendered. PROVIDER shall reimburse Board for any loss, costs, or expenses resulting from PROVIDER's inclusion on the excluded parties list or PROVIDER's delinquent federal debt.

It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services.

It will comply with "Rights to Inventions" clause 37 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

It will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by DOL regulations (29 C.F.R. part 3) .

It will comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708) as supplemented by DOL regulations (29 C.F.R. part 5).

26. NOTICES

All notices which may be required by this contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

PROVIDER:

Delaware County Job and Family Services

TBD

Robert A. Anderson
Director
Delaware County Job and Family Services
145 N. Union St., 2nd Floor
Delaware, Ohio 43015

27. GOVERNING LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this contract shall be filed in and heard before the courts of Delaware County, Ohio.

28. SEVERABILITY

If any item, condition, portion, or section of this contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

29. SUBCONTRACTORS

Subcontractors or subcontracting for the confidential oral drug screening, confirmation, and reporting services under this agreement is not permitted.

30. ENTIRE AGREEMENT

This contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

31. SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has authority to sign this contract or has been duly authorized by his/her principal to execute this contract on such principal's behalf.

32. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

PROVIDER:

(TBD, Inc.)

PRINT NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

AGENCY:

(Delaware County Department of Job and Family Services)

Robert A. Anderson, Director

DATE

Delaware County, Ohio Board of County Commissioners:

Barb Lewis, Commissioner, Board President

DATE

Jeff Benton, Commissioner, Board Vice President

DATE

Gary Merrell, Commissioner

DATE

APPROVED AS TO FORM

Melissa A. Schiffel, Delaware County Prosecutor

DATE

AUDITOR'S CERTIFICATION (RC 5705.41(D)):

The Delaware County Auditor hereby certifies that the funds required to meet the obligation set forth in this First Amendment have been lawfully appropriated for such purpose and are in the county treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has confirmed with the State of Ohio Auditor that **TBD** has no outstanding findings for recovery issued against it by the State of Ohio.

George Kaitsa, Delaware County Auditor

Requisition #: _____