



December 1, 2016

**REQUEST FOR PROPOSALS (RFP)
DROP-IN RESPITE SERVICES**

****Proposals accepted on an ongoing basis
beginning December 1, 2016****

Proposals may be submitted to:
Summit County Children Services
ATTN: Trina Danzy, MSW, LSW
Director of Placement and Permanency Planning
264 South Arlington Street
Akron, Ohio 44306
tdanzy@summitkids.org

Summit County Children Services Request for Proposals (RFP) for Drop-In Respite Services

I. INTRODUCTION

The vision of Summit County Children Services, a public children services agency authorized under Ohio Revised Code Section 5153, hereinafter referred to as "SCCS," is to be the premier county children services agency within the State of Ohio that puts the needs of abused and neglected children first. SCCS serves abused, neglected, and dependent children and provides services to promote child safety, family stability, and permanency for all children served.

In order to meet the needs of the children and community it serves, SCCS seeks proposals from daycare providers for drop-in respite services for kinship care providers and foster parents recommended by SCCS and certified through the Ohio Department of Job and Family Services. Providers should be located in Summit County, Ohio. SCCS seeks a one (1) year contract for drop-in respite services, with an option to extend the contract for two (2) additional one (1) year terms, at SCCS' discretion and subject to available funding. SCCS seeks to contract with multiple child care centers licensed by the State of Ohio who have experience in the provision of such services and who desire to render professional drop-in respite childcare services for SCCS as provided herein.

II. DEFINITIONS

- A. "Offeror" means the provider, entity, organization and individual that submits Proposals and accompanying materials to SCCS in response to the RFP solicitation. "Offeror" is used interchangeably with "Provider" throughout this RFP.
- B. "Response" means the Proposal and accompanying materials submitted by the Offeror in response to the RFP solicitation.
- C. "Provider" means a child care center licensed by the State of Ohio which has extensive experience in the provision of such services and desires to render professional drop-in respite childcare services in Summit County for children in the custody of SCCS as provided herein.
- D. "Drop-in respite services" means child care utilized by a foster parent or kinship caregiver on an as-needed basis, paid for by SCCS.
- E. "Child care" means administering to the needs of infants, toddlers, preschool children and school children outside of school hours by persons other than their parents or guardians, custodians, or relatives by blood, marriage, or adoption for any part of the twenty-four hour day, in a place or residence other than a child's own home. Ohio Admin. Code 5101:2-12-01.
- F. "Child care center" means any place that is not the permanent residence of the licensee or administrator in which child care is provided, with or without compensation, for seven to

twelve children at one time, or any place in which child care is provided for thirteen or more children at one time. Child care centers shall comply with all rules in Chapter 5101:2-12 of the Administrative Code.

- G. “Drop in center” means a center that provides child care for children on a temporary, irregular basis. “Temporary and irregular” means no more than thirty days a year for any child enrolled. Ohio Admin. Code 5101:2-12-02.

III. CONTACT PERSON

Summit County Children Services
 Trina Danzy, MSW, LSW
 Director of Placement and Permanency Planning
 264 S. Arlington St.
 Akron, Ohio 44306
 Phone: 330-379-1989
 Email: tdanzy@summitkids.org

IV. EXPECTED SCHEDULE OF EVENTS

12/01/2016	Request For Proposals Released to Providers A copy will be sent to known Providers of drop-in respite services, and a copy will be posted on the SCCS website located at www.summitkids.org under the Bidding Opportunities Tab.
12/1/2016- Ongoing through 12/1/2017	Proposal Submissions Accepted This RFP will remain open on an ongoing basis between December 1, 2016 and December 1, 2017. The purpose of an ongoing RFP process is to ensure that all potential Providers have an opportunity to respond to the RFP. Proposals must be submitted to Summit County Children Services, ATTN: Trina Danzy, via hand-delivery or mail at 264 S. Arlington Street, Akron, OH 44306 or via e-mail to tdanzy@summitkids.org . Proposals should be labeled "Response to RFP for Drop-In Respite Services."
12/01/2016 - Ongoing	Proposal Review Period Proposals will be evaluated on an ongoing basis while this RFP remains open. Proposals will be evaluated by SCCS within fourteen (14) days of receipt.
12/1/2016 – Ongoing	Notice of Award pending approval of the SCCS Executive Director The Provider(s) to whom a contract shall be awarded will receive confirmation of selection upon receipt of authorization by the SCCS Executive Director.
12/1/2016 – Ongoing	Projected Contract Commencement Initial contract awards will be made in December 2016 for a term of December 2016 to December 2017, with the option to extend for two (2) additional one (1) year terms at the discretion of SCCS and subject to available funding and agreement of the parties to the contract. Contracts will be awarded on an ongoing basis and the term will adjust accordingly. At the end of the any contract term, SCCS may extend the contract at the

rates then existing for the term then in effect to allow for adequate completion of SCCS' competitive procurement process. Extensions must be in writing and fully executed in order to be effective.

- A. **Questions and Answers** – SCCS will accept questions regarding this RFP throughout the Proposal submission period. Questions should be sent via e-mail to the attention of Trina Danzy, Director of Placement and Permanency Planning, via e-mail to tdanzy@summitkids.org. Providers shall label these e-mails "Drop-In Respite Services."
- B. **RFP Updates/Schedule of Events** – SCCS reserves the right to issue updates, addenda, or amendments to this RFP at any time during the Proposal submission period. SCCS reserves the right to revise the schedule of events above after providing reasonable notice via its website, www.summitkids.org.
- C. **Proposal Submission** – Proposals MUST be received by SCCS no later than 4:00 PM on 12/1/2017. Proposals may be submitted via e-mail, ordinary US mail, or hand-delivery to:

Summit County Children Services
ATTN: Trina Danzy
Director of Placement and Permanency Planning
264 S. Arlington St.
Akron, Ohio 44306
tdanzy@summitkids.org

Proposals may NOT be delivered via facsimile. Hand delivery can take place only during normal business hours of 8:30am to 4:30pm Monday through Friday, prior to the Proposal Submission Deadline, 12/1/2017 (see Schedule of Events). Provider assumes the risk for any delay caused by any chosen delivery method. **Proposals submitted after the time set for the receipt will not be considered.** Proposals should be labeled: "Response to RFP for Drop-In Respite Services."

V. **GENERAL INFORMATION**

- A. **Subcontractors** – SCCS does not desire to have the Provider rely on subcontractors as their primary source of staffing to meet the service needs of this RFP and resulting contract. If Provider is considering the use of a subcontractor(s) for any part of the work described in this RFP, Provider shall include a letter of support from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:
 - 1. Subcontractor's legal status, federal tax ID number and principle place of business address;
 - 2. Name and phone number of a person authorized to legally bind the subcontractor to contractual obligations;
 - 3. A complete description of the work the subcontractor will do;
 - 4. A commitment to do the work, if the prospective provider is selected for the contract; and
 - 5. Willingness to execute a release which would hold SCCS harmless from any liability related to the agreement with Provider, including specifically releasing

SCCS from any responsibility for payment in the event the Provider fails to pay subcontractor(s). This release must be executed prior to any resulting contract, if Provider is selected for the contract.

- B. **Unresolved Findings for Recovery** - ORC Section 9.24 prohibits SCCS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is “unresolved” at the time of award. SCCS will review the Auditor of State’s website prior to evaluating proposals. SCCS will not evaluate a proposal from any Provider whose name, or the name of any of the subcontractors, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.
- C. **Federal Debarment** - SCCS will review the federal Excluded Parties Listings Website prior to evaluating proposals. SCCS will not evaluate a proposal from any Provider whose name, or the name of any of the subcontractors, appears on the federal Excluded Parties List.
- D. **Public Information** – All Proposals and materials submitted will become the property of SCCS. SCCS is a public agency, and the process to procure goods and services is open to inspection by the public, including pricing, terms of payments, proposal materials, and evaluation scores. Provider should not provide any materials or information Provider deems proprietary or trade secret information unless Provider designates such information as confidential and expressly requests such information not be considered public record. SCCS will review such confidentiality requests and advise Provider as to its determination as to whether the information is of such nature that confidentiality is warranted. If materials/information are not marked "confidential," Provider waives any right to assert such confidentiality.
- E. **Conflict of Interest** – Providers shall not promise or give to any SCCS employee, agent or any member of its Board of Trustees anything of value that could influence that person's decision on awarding a contract. Any Provider who violates the requirements and prohibitions set forth in the ORC, OAC, federal procurement regulations or SCCS policies and procedures will be subject to termination of their contract, if a current contract exists, or refusal by SCCS to enter into an Agreement with the violator.
- F. **No Payment for Proposal Preparation** – SCCS is not liable for any Proposal preparation expenses Provider incurs.
- G. **Withdrawing Proposals** – A submitted Proposal may be withdrawn by written request prior to award or denial of a contract.
- H. **SCCS Rights and Conditions**
 - 1. This RFP does not constitute an offer. Acceptance of proposals for review does not commit SCCS to award a contract. SCCS reserves the right to cancel, withdraw, or reissue this RFP in part or in its entirety at any time.

2. SCCS is the final authority in determining if a proposal is responsive or non-responsive to the requirements of the RFP.
3. SCCS reserves the right to modify the scope of the RFP to incorporate emerging best practices or services, operational, programmatic or policy changes, changes to law or rules and regulations, decreases or increases in funding, or decreases or increases in demand for services if the foregoing were unforeseen at the time of the RFP and the modifications are related to the original purpose of the RFP.
4. SCCS may, at its sole discretion, waive minor errors or omissions in any Proposal.
5. SCCS reserves the right to utilize any ideas submitted in proposals unless those ideas are covered by legal patent or copyright and are identified as such in the proposal.
6. SCCS reserves the right, if additional funds become available, to make additional awards and/or to provide additional funds to Providers with current contracts in lieu of releasing a new RFP.

I. Contractual Obligations

1. The contents of the RFP and commitments in the Proposal shall be considered contractual obligations if a contract results. The contract will bind the Provider to provide services in accordance with the conditions of the RFP and accepted Proposal.
2. Provider's Proposal becomes binding on Provider upon submission of the Proposal, subject to SCCS acceptance of the Proposal.
3. SCCS will not be contractually bound until and unless a written agreement has been fully executed.
4. If the Provider refuses or fails to accept the terms and conditions set forth herein, it may result in rejection of the Proposal or cancellation of the award.
5. If a successful Provider refuses or fails to execute a contract with SCCS, it may result in cancellation of the award.

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VI. SCOPE OF SERVICES

1. General services: Provider shall provide drop-in respite services for children in SCCS custody at Provider's participating facilities. Provider shall provide respite child care services for infants, pre-school, and school aged children (ages twelve and under) at Provider's participating day care facilities, including Provider's summer day camp program activities where applicable. Drop in respite shall be provided Monday through Friday during Provider's regularly scheduled business hours.

2. Procedure:
 - a. SCCS will distribute payment vouchers to its kinship and foster caregiver families providing respite care to children ages twelve (12) and under in SCCS custody.
 - b. Every month, foster and kinship caregiver families will receive two (2) vouchers for each child placed with the family who is of eligible age.
 - c. Each voucher will be worth one half (½) day/four (4) hours of child care
 - d. The vouchers can be used on two (2) separate days for up to four (4) hours each.
 - e. The vouchers can be combined for one (1) full day/eight (8) to ten (10) hours of child care, depending on availability.
 - f. Vouchers expire at the end of the month and cannot be carried over to the next month or used for another child.
 - g. Vouchers will list the name and DOB of the child and the name and address of the foster parent/kinship caregiver as well as the month the voucher is valid.
 - h. The foster parent/kinship caregiver will present the voucher to the Provider's childcare center when the child arrives for respite care services.
 - i. Relative to child care services provided under any Agreement resulting from this RFP, Provider shall not accept any SCCS child without a valid voucher.
 - j. SCCS will not reimburse Provider unless Provider submits a valid voucher for each four (4) hours of care provided.
 - k. Provider will mail an itemized invoice with respective vouchers attached to the designated SCCS employee by the tenth (10th) of each month. SCCS will make reasonable efforts to remit payment to the Provider within thirty (30) days of receipt of the invoice.
 - l. Foster parents and/or kinship caregivers who do not pick children up by closing time at the center will be charged the rate designated by each individual center and the foster parent/kinship caregiver will be responsible for payment. In such an event, Provider shall notify SCCS and a SCCS social worker will be sent to the daycare center.
 - m. SCCS will provide the foster parent(s) with the child(ren)'s physical form. A copy of this form shall be made by the childcare center and the original shall remain with the foster parent.

3. Compensation
 - a. Compensation for drop-in respite care shall be at a fixed, non-negotiable

rate. SCCS shall pay Provider thirty dollars (\$30.00) per child for each full eight (8) hour day of drop-in respite care provided and Fifteen Dollars (\$15.00) per child for each one (1) to four (4) hour period of Drop-In respite care provided.

- b. On a monthly basis, Provider will invoice SCCS and provide a detailed accounting specific to the clients served, dates of service and the services provided.

4. Provider Requirements: Provider shall maintain compliance with State, Federal and local regulations which govern the services provided.

a. Licensure:

- i. All childcare centers or drop-in centers must be in regular license status. SCCS will not accept proposals from childcare centers or drop-in centers in provisional license status.
- ii. All childcare centers or drop-in centers shall adhere to the license capacity indicated on the center's license. Ohio Admin. Code 5101:2-12-03.

b. Qualifications and Training:

- i. All administrators of Provider facilities must meet the qualifications listed in Ohio Admin. Code 5101:2-12-24(C).
- ii. All Provider employees and childcare staff members shall meet the qualification and training requirements listed in Ohio Admin. Code 5101:2-12-25.

c. Background Checks:

- i. Provider shall not employ in any capacity a person who has been convicted of or pled guilty to a crime set forth in Ohio Revised Code 109.572(A)(8) or (A)(9) or Ohio Revised Code 5104.09. A list of prohibited offenses is attached to this RFP as EXHIBIT 1.
- ii. Provider shall conduct background checks for all employees in strict compliance with the requirements of Ohio Admin. Code 5101:2-12-26.
- iii. Provider shall maintain a completed JFS 01328 "Statement of Nonconviction for Child Care Centers and Type A homes" on file for all administrators and employee staff persons, along with a copy of a criminal background check for all employees and staff persons. SCCS reserves the right to request copies of the JFS 01328 for any/all employees. In accordance with OAC 5101:2-12-26, the JFS 01328 shall be re-executed annually from the date of hire.
- iv. Pursuant to OAC 5101:2-12-26, Provider shall not employ any individual who has had a child removed from their home by a public children services agency pursuant to Ohio Revised Code 2151.353.

5. Confidentiality

- a. Pursuant to Ohio Revised Code 5153.17 and Ohio Revised Code

2151.421, Provider shall instruct its employees and staff members that any child's status as a "foster child" is strictly confidential by law. Provider's employees and Provider's staff members shall not refer to any child in any way that may identify that child as a "foster child" to any third party.

- b. Information contained in vouchers issued by SCCS, including the child's name and date of birth and the foster parent's address, is confidential by law. Copies of vouchers shall be kept in a secure location. Copies of vouchers shall not be left on desks, copiers, or any other accessible area. Copies of vouchers or information contained therein shall not be re-disclosed to any third party.
- c. Child physicals are confidential. Child physicals may contain Protected Health Information (PHI) which is subject to the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Copies of child physicals shall be kept in a secure location. Copies of child physicals shall not be left on desks, copiers, or any other accessible area. Copies of child physicals or information contained therein shall not be re-disclosed to any third party.

6. Prohibition of Corporal Punishment, Degrading Treatment, Restraint, Seclusion, and Isolation

- a. SCCS' policies and procedures on the prohibition of corporal punishment, degrading treatment, restraint, seclusion, and isolation of children in its custody are attached hereto as Exhibit 8 to this RFP. Provider employees and staff members shall adhere to the expectations contained in these policies and procedures. Any instance of corporal punishment, degrading treatment, restraint, seclusion, or isolation of a child may result in the immediate termination of any Agreement resulting from this RFP at the sole discretion of SCCS.

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VII. EVALUATION CRITERIA

A. Evaluation -

1. Each Proposal will be reviewed, evaluated on a pass/fail basis by a single reviewer or a review committee comprised of SCCS staff and/or specialists in the RFP program area. SCCS evaluators reserve the right to seek reviews or the advice of other SCCS personnel with technical or professional experience that relates to this RFP.
2. During the evaluation, Providers may be requested to provide additional information for purposes of clarification. If SCCS requests additional information from one or more Providers, the reviewer or review committee is NOT required to request information from all of the Providers.
3. Proposals may be determined to be non-responsive at any point in the evaluation process. If a Proposal is non-responsive, the Provider submitting the Proposal will be notified and the Proposal will not receive further consideration.
4. SCCS also reserves the right to waive any informality or irregularities in the Proposal.
5. The evaluation and determination of SCCS is final and is subject to approval by the Executive Director.

B. Acceptance of Proposals -

1. SCCS reserves the right to accept any proposal or combination of proposals.
2. SCCS reserves the right to negotiate additional provisions to those stipulated in the RFP and/or Proposal, recommend and/or award in amount(s) less than stated in the RFP, and negotiate a reduction or increase in service levels commensurate with funding availability.
3. All of the Terms and Conditions of this RFP are deemed accepted by the Provider upon Provider's submission of a Proposal.
4. The successful Provider must enter into an Agreement with SCCS upon notification that the contract has been awarded to Provider.

C. Rejection of Proposals -

1. SCCS reserves the right to reject any or all Proposals, in whole or in part, for any reason.
2. SCCS further reserves the right to reject any or all Proposals as follows:
 - i. At any time in the RFP process, including after review of all Proposals;
 - ii. Any part or parts of any Proposal, for any reason whatsoever;
 - iii. Where the Provider takes exception to the terms and conditions of the RFP;
 - iv. Where the Provider fails to meet the requirements of the RFP;
 - v. Where SCCS has determined that award of a contract would not be in the best interest of SCCS.
5. SCCS reserves the sole and exclusive right to cancel, or reissue the RFP and/or reject any or all responses to this RFP, in whole or in part, with or without cause, when it is determined to be in the best interest of SCCS to do so.
6. SCCS also reserves the right to waive any informality or irregularities in the Proposal.

7. Failure to furnish all information requested in this RFP may disqualify the Proposal.
8. SCCS may terminate negotiations with a Provider at any time during the negotiation process if the Provider fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith.

D. Award –

1. Based upon its Evaluation, SCCS may award a contract to any whose Proposal complies with the requirements herein and is determined to be beneficial and advantageous to SCCS. SCCS intends to contract with multiple drop-in respite providers.
2. **Award of a contract does not guarantee that SCCS will utilize Provider for drop-in respite services, nor does SCCS represent or promise that Provider will receive any certain number of clients.**

E. Evaluation Criteria –

1. SCCS will review all proposals on a pass/fail basis. Proposals must meet all of the following criteria in order to receive a passing score.

EVALUATION CRITERIA
Provider is a licensed child care center in regular license status.
Provider agrees to comply with the specifications in the RFP, including compensation.
Provider is located in Summit or surrounding counties.
Provider included all required information in its Proposal, including Certificates of Insurance.
Provider's most recent Inspection Report is free from concerns that would pose a risk to the health or welfare of children.

VIII. **CONTRACT TERMS AND CONDITIONS**

- A. **Licenses** - All licenses required by the State of Ohio and/or local community, if any, which are necessary to perform the contract, must be obtained by Provider prior to submitting a Proposal.
- B. **Contract** - In addition to the written Agreement, this RFP, Provider's Proposal, and any written documents supplementing, amending, or incorporating the RFP shall represent the entire and integrated Agreement between the Provider and SCCS, and shall supersede all prior negotiations, representations, or agreements, whether written or oral. Such Agreement may be amended only by a signed, written agreement of the Provider and SCCS.
- C. **Indemnification** - The Provider and any Provider designated staff member providing services pursuant to an Agreement arising from this RFP will indemnify and hold harmless SCCS and Summit County and their respective officers, agents, employees and Board of Trustees from and against all suits or claims, whether or not foreseeable, that may be based upon any injury to persons or property arising out of any error, omission, willful misconduct or negligent act of the Provider or its staff, officers, employees, agents or subcontractors including but not limited to transportation of clients; and the Provider will at its own expense, defend SCCS and Summit County and their respective officers, agents, employees and Board of Trustees in all litigation, pay all attorney fees, damages, court costs, and other expenses arising out of such litigation or claims incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against SCCS and/or Summit County, and/or their respective officers, agents, employees, or Board of Trustees pursuant to such litigation.
- D. **Liability** - Provider agrees it is liable for any loss or damage to SCCS or injury to any client of SCCS that results solely from the negligence or willful misconduct of Provider or its officers, employees, agents and/or any Provider designated staff member providing services hereunder. In the event Provider and/or any Provider designated staff member providing services hereunder negligently or willfully causes SCCS, a client of SCCS, a child under the care of SCCS, or a foster parent, damage, injury or death, any Agreement resulting from this RFP will terminate immediately. SCCS may pursue appropriate legal action to protect their rights in law or in equity relative to Provider's and/or any Provider designated staff member providing services hereunder negligence or willful misconduct.
- E. **Claims for Breach of Contract** - The Provider agrees that any claim or lawsuit against SCCS relating in any way to services provided under any Agreement resulting from this RFP must be filed no more than six (6) months after the date of the action that is the subject of the claim or lawsuit. The Provider waives any statute of limitations to the contrary.
- F. **Nondiscrimination** - The Provider and all employees, agents and/or subcontractors must not discriminate in any manner in the performance of its contractual duties by reason of race, handicap, color, religion, sex, age, national origin or disability and shall comply with all federal, State of Ohio, County of Summit and local anti-discrimination laws, as amended, and any related applicable rules, regulations and executive orders, as amended.

The Provider must comply with all policies and procedures of SCCS and the County of Summit relating to discrimination and intimidation. All solicitations or advertisements for employees placed by or on behalf of the Provider and all employees, agents and/or subcontractor must state that the Provider or subcontractor is an equal opportunity employer.

- G. **Governing Law** - Any Agreement resulting from this RFP shall be governed by and construed in accordance with the laws of the State of Ohio. Any legal proceedings arising under this any Agreement resulting from this RFP shall be instituted exclusively in the courts of the State of Ohio, in the County of Summit and the parties expressly waive any right to federal diversity jurisdiction.
- H. **Independent Contractor** – The Provider, including its employees, officers, subcontractors, agents and staff members (collectively referred to as "Provider"), providing services pursuant to an Agreement arising from this RFP acknowledge and agree that Provider is not a public employee of SCCS and no contributions will be made to the public employees retirement system on its behalf. Provider fully understands, agrees and acknowledges that Provider staff members will remain employees of the Provider and will not have or claim any right arising from employee status. Provider is responsible for payment of all employee federal, state and local taxes as applicable along with any unemployment compensation.
- I. **Insurance** – In order to protect SCCS from liability, Providers are required to keep certain insurance policies in full force and effect during the term of any Agreement arising from this RFP. **Providers shall attach a Certificate of Insurance to Exhibit 2 of this RFP.** The Providers shall purchase and maintain insurance of the types and amounts described below for the term of any Agreement resulting from this RFP and any subsequent extensions executed thereafter.
1. General Liability insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence, Three Million Dollar (\$3,000,000) aggregate and Five Million Dollars (\$5,000,000) umbrella, on account of bodily injury, including death, or property damage, including products and completed operations, personal and advertising injury, and liability assumed under contract. Provider's General Liability insurance requirements may be satisfied by the purchase of a combination of primary, excess and/or umbrella insurance.
 2. Workers' Compensation insurance as statutorily required, and Employer's Liability Insurance, Ohio Stop Gap, with limits of not less than One Million Dollars (\$1,000,000) each accident, each employee.
 3. Professional Liability insurance, responding to claims of acts, errors, or omissions and professional liability arising from or connected with Provider's performance of, and that of employees or agents of Provider, such as any social worker, therapist, or nurse, physician, pharmacist, nurse practitioner, or certified registered nurse anesthetist, employed or contracted by Provider, or its or their failure to perform, services in accordance with this Agreement, which insurance

shall have limits of not less than One Million Dollars (\$1,000,000) each claim and in the aggregate; such policy to cover Provider's actual or alleged failure to perform services in accordance with this Agreement; such policy shall include coverage for claims alleging sexual or physical abuse, misconduct or molestation with sub-limits of not less than \$250,000 per claim, \$500,000 annual aggregate.

4. All insurance hereby required of Provider shall respond to liability asserted against the Provider, its employees, volunteers, and board members, and any subcontractor, board member, volunteer, agent, or employee of the Provider that performs services for SCCS under any resulting Agreement.
5. Except for Workers' Compensation insurance, all insurance required of the Provider shall be endorsed to provide, and all insurance certificates shall include the statement, that the insurance covered by the certificate shall not be cancelled, materially altered or non-renewed without not fewer than thirty (30) days prior written notice to SCCS.
6. SCCS, its employees, Board of Trustees, and agents shall be included as additional insureds under the Service Provider's Commercial General Liability and Professional Liability insurance, using ISO additional insured endorsement CG 20 26 11/85 or a substitute form providing equivalent coverage, and under the Provider's Commercial Umbrella policy, if any; the Commercial General Liability, Professional Liability, and/or Commercial Umbrella insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to SCCS. Such additional insured status and coverage afforded to SCCS thereunder shall apply only to the extent liability is asserted against SCCS arising from performance under this contract or from the alleged acts or omissions of Provider (and/or its employee/agents). There shall be no endorsement or modification of the Commercial General Liability, Professional Liability, or Commercial Umbrella to make any of these three (3) policies excess over other available insurance, it being understood that any liability insurance of SCCS, if any, shall be non-contributing.
7. If the Provider's liability insurance policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
8. All insurance purchased by the Provider as required by this Agreement shall be purchased from insurers whose AM Best rating shall be "A-, VII" or higher.
9. The Provider shall be responsible for any deductibles or retentions existing within the insurance purchased by it.
10. If Provider fails to maintain the insurance as required herein, SCCS shall have the right but not the obligation to purchase said insurance at Provider's expense.

11. Provider's failure to maintain the required insurance may result in the termination of any Agreement resulting from this RFP, at SCCS' option.
 12. Provider shall report to SCCS any lawsuit, or other proceeding asserted against or otherwise implicating the Provider or any Subcontractor that, in the reasonable commercial opinion of Provider, may result in a liability of Provider or Subcontractor exceeding Five Hundred Thousand Dollars (\$500,000), which notice by Provider to SCCS shall be in writing and sent to SCCS within thirty (30) days of Provider's receipt of such suit, or other proceeding, whether or not such suit or proceeding is or may be covered by insurance.
 13. To the extent any insurance purchased by Provider or a Subcontractor is issued on a claims-made basis, such policy shall include an Extended Reporting Period endorsement option providing continuing coverage under such policy for not fewer than (3) three years after the date of termination of the policy period.
 14. By requiring insurance herein, SCCS does not represent that coverage and limits will necessarily be adequate to protect Provider or any Subcontractor, and such coverage and limits shall not be deemed as a limitation on Provider's liability under the indemnities granted to SCCS in this Agreement.
 15. SCCS reserves the right to amend, revise or otherwise supplement the insurance requirements imposed upon Provider, and may do so by communicating in writing such amendment or revision to Provider.
- J. **Termination** - SCCS reserves the right to terminate any contract resulting from this RFP for cause or convenience. Any contract that may be executed as a result of this RFP may be terminated as follows:
1. By SCCS upon a thirty (30) day written notice for any reason. Notice of such termination will be by a written document, which will be sent by registered mail or personal delivery at the address, specified in the Proposal. Notice by personal delivery will be deemed delivered at the time of the personal delivery while notice by certified mail will be deemed delivered within forty-eight (48) hours from the postmarked date;
 2. Immediately by SCCS in the event of breach of any provision of the contract by Provider;
 3. Immediately by SCCS if Provider violates any law or regulation in performing services herein;
 4. After fourteen (14) days if Provider defaults in meeting its obligations and fails to cure the default;
 5. SCCS may terminate the resulting contract as a result of Provider's Bankruptcy filing by or against Provider, appointment of receiver to take charge of Provider's property; or adjudication of Provider as bankrupt.

In the event of termination under this paragraph, Provider will immediately stop all work and will immediately cause any of its suppliers or subcontractors to cease all work related

to this Agreement. SCCS will pay Provider for all services satisfactorily performed prior to notice of termination.

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

- K. **Confidentiality** - No reports, summaries, information (written or oral), letters or other documents prepared with respect to an Agreement arising from this RFP or the children in the care of SCCS or their families shall be released without the written approval of the SCCS Executive Director, except as required by State or Federal law. Any confidential information gained by Provider or any Provider designated staff member providing services hereunder, whether or not that confidential information was directly or intentionally communicated, is confidential. If the SCCS Executive Director gives Provider or any Provider designated staff member providing services hereunder written authorization to make any disclosures, Provider or any Provider designated staff member providing services hereunder shall do so only within the limits and to the extent of that authorization. This provision will survive termination of an Agreement arising from this RFP. It is understood between the parties that the client relationship entered into between SCCS employees and Provider employees will be held as strictly confidential. The Provider will not provide information to SCCS or any third party without prior written approval of the client involved.
- L. **HIPAA Compliance** - To achieve compliance with the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act (hereinafter referred to as "HIPAA") and the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2, regarding individually identifiable health information and any information related to alcohol and/or drug treatment records. SCCS and the Provider agree to execute a separate Addendum in the form of a "**Business Associate Agreement**" in order to ensure full compliance with applicable federal laws. A sample Business Associate Agreement is attached hereto as Exhibit 9 and incorporated herein by reference.
- M. **Verification of Professional Credentials** - Independent contractors whose service to SCCS requires specific credentials or licenses, include, but are not limited to, professionals in the following categories – social workers, nurses, attorneys, CPAs, physicians, dentists and psychologists. Provider hereby attests that individuals/employees providing client services under an Agreement resulting from this RFP possess current, valid license to provide such contracted services and they meet the standards of the recognized professional licensing/accrediting organization for the relevant discipline. If at any time during the term of an Agreement arising from this RFP, such license is suspended or revoked, SCCS may immediately terminate the Agreement arising from this RFP.

N. **Drug Free Workplace** - Provider and anyone working on its behalf in association with this Agreement, will comply with all applicable Ohio laws regarding maintaining a drug-free workplace. Provider will make a good faith effort to ensure that all its officers, members, employees, agents, representatives, independent contractors and subcontractors, while working on SCCS property, do not possess and will not purchase, transfer, use, or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

O. **Provider Assurances and Certifications**

1. Provider certifies compliance with Ohio Revised Code Section 2151.86 concerning criminal record checks.
2. The Provider certifies compliance with Drug Free Workplace Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
3. The Provider certifies compliance with 45 C.F.R. Part 80, Nondiscrimination under programs receiving Federal assistance through Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
4. The Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
5. The Provider certifies compliance with 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
6. The Provider certifies compliance with the American with Disabilities Act, Public Law 101-226.
7. The Provider certifies compliance with all local, state, and Federal laws prohibiting discrimination.
8. The Provider certifies that it will seek to maintain all licenses required by this RFP and any resulting Agreement, and that upon receipt of the renewal of its license, a copy of the license will be provided to SCCS within five (5) business days.
9. The Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability or age.

P. **Background Checks of Persons Serving Children & Families** - Provider shall comply with Ohio Administrative Code 5101:2-12-26 and conduct Ohio Bureau of Criminal Investigation (BCI) and Federal Bureau of Investigation (FBI) criminal records checks on all employees, agents, volunteers, and/or interns providing services to SCCS clients under any Agreement resulting from this RFP. Additionally, the criminal records check shall include a check of sex offender registries. Any employee, agent, volunteer, or interns who has pled guilty to or been convicted of any of the criminal offenses set forth in Ohio Revised Code §§ 109.572(A)(8) and (A)(9), Ohio Revised Code § 5104.09(A)(1), and Ohio Administrative Code 5101:2-5-09 is prohibited from providing services to SCCS, its clients, or children in its custody. The complete, comprehensive background check, including the BCI and FBI report, must be dated within six (6) months of the execution of any Agreement resulting from this RFP.

- Q. **Harassment** - Provider's employees will not engage in any sexually harassing or offensive conduct in the workplace. Said conduct may include, but is not limited to, the following:
1. Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
 2. Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and offensive or personal references;
 3. Demeaning, insulting, intimidating, or sexually suggestive comments about an individual;
 4. The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, or photographs; or,
 5. Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages (such as email, instant messaging, and internet materials)
- R. **Equal Employment Opportunity** - Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- S. **Notification of Employee Rights Under Federal Labor Laws** - As applicable, the parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60. As applicable, the parties will further comply with 29 CFR Part 471, Appendix A to Subpart A. The parties further agree to abide by all applicable state and federal laws.
- T. **Unauthorized Alien Status** - Provider certifies that Provider will not employ any unauthorized alien in violation of the Immigration and Nationality Act or any other law, convention, or treaty of the United States relating to immigration, exclusion, deportation or expulsion of aliens.

The remainder of this page left intentionally blank.

IX. ATTACHMENTS AND THEIR USES

1. **Provider's Proposal** - Provider shall complete Exhibits 2 through 8 of this RFP. These fully completed and executed documents shall together be considered Provider's Proposal.
2. **Exhibit 1** – Exhibit 1 contains a list of prohibited offenses for child care employees. Provider shall not employ an individual who has pled guilty to or been convicted of any of the offenses listed in Exhibit 1.
3. **Exhibit 2** – Providers shall fully complete Exhibit 2 to this RFP with all requested information. If necessary, Provider may attach additional sheets to explain any answer provided in Exhibit 2.
 - a. **Proof of Insurance** - Certificates of Insurance MUST be attached to Exhibit 2 if Provider submits their proposal via hand delivery, United States mail, or courier service. If Provider submits its Proposal via e-mail, an electronic copy of the Certificate of Insurance shall accompany the Proposal documents. In accordance with Section VIII(I) of this RFP, SCCS will review Provider's Certificate of Insurance to ensure that Provider carries adequate General Liability, Professional Liability, and Worker's Compensation insurance. Failure to include Certificates of Insurance may result in disqualification of the Provider from consideration, at the sole discretion of SCCS.
 - b. **Inspection Report** – Provider shall attach its most recent Ohio Department of Job and Family Services Inspection Report to Exhibit 2. Failure to include an Inspection Report may result in disqualification of the Provider from consideration, at the sole discretion of SCCS.
4. **Exhibits 3 through 8** – Provider shall fully complete Exhibits 3 through 8, including notarization where applicable.
5. **Exhibit 9** – Exhibit 9 contains a copy of Summit County Children Services' policies and procedures on the prohibition of corporal punishment, restraint, isolation, seclusion, and/or degrading treatment. Provider and its employees are expected to abide by the prohibitions in this policy and procedure. Any instance of corporal punishment, restraint, and/or degrading treatment of a child may result in the immediate termination of any Agreement resulting from this RFP at the sole discretion of SCCS.
6. **Exhibit 10** – Exhibit 10 contains a sample Business Associate Agreement for Provider's understanding and reference.

**** INCOMPLETE PROPOSALS - Failure to complete any of the required documents or omission of any requested information may result in rejection of Provider's proposal, at the sole discretion of SCCS.**

EXHIBIT 1



Prohibited Offenses

Homicide

- R.C. 2903.01 - Aggravated murder
- R.C. 2903.02 - Murder
- R.C. 2903.03 - Voluntary manslaughter
- R.C. 2903.04 - Involuntary manslaughter

Assault

- R.C. 2903.11 - Felonious assault
- R.C. 2903.12 - Aggravated assault
- R.C. 2903.13 - Assault
- R.C. 2903.16 - Failing to provide for a functionally impaired person

Menacing

- R.C. 2903.15 - Permitting child abuse
- R.C. 2903.21 - Aggravated menacing
- R.C. 2903.211 - Menacing by stalking
- R.C. 2903.22 - Menacing

Patient abuse and neglect

- R.C. 2903.34 - Patient abuse, neglect

Kidnapping and related issues

- R.C. 2905.01 - Kidnapping
- R.C. 2905.02 - Abduction
- R.C. 2905.04 - Child stealing (as this law existed prior to July 1, 1996)
- R.C. 2905.05 - Criminal child enticement

Sex offenses

- R.C. 2907.02 - Rape
- R.C. 2907.03 - Sexual battery
- R.C. 2907.04 - Unlawful sexual conduct with a minor
- R.C. 2907.05 - Gross sexual imposition
- R.C. 2907.06 - Sexual imposition
- R.C. 2907.07 - Importuning
- R.C. 2907.08 - Voyeurism
- R.C. 2907.09 - Public indecency
- R.C. 2907.12 - Felonious sexual penetration (as this former section of law existed)
- R.C. 2907.21 - Compelling prostitution
- R.C. 2907.22 - Promoting prostitution
- R.C. 2907.23 - Procuring
- R.C. 2907.25 - Prostitution
- R.C. 2907.31 - Disseminating matter harmful to juveniles
- R.C. 2907.32 - Pandering obscenity
- R.C. 2907.321 - Pandering obscenity involving a minor
- R.C. 2907.322 - Pandering sexually oriented matter involving a minor
- R.C. 2907.323 - Illegal use of a minor in nudity-oriented material or performance

Arson

- R.C. 2909.02 - Aggravated arson
- R.C. 2909.22 - Soliciting or providing support for act of terrorism
- R.C. 2909.23 - Making terroristic threat
- R.C. 2909.24 - Terrorism
- R.C. 2909.03 - Arson

Robbery and Burglary

- R.C. 2911.01 - Aggravated robbery
- R.C. 2911.02 - Robbery
- R.C. 2911.11 - Aggravated burglary
- R.C. 2911.12 - Burglary

Theft and Fraud

- R.C. 2913.02 - Theft; aggravated theft
- R.C. 2913.03 - Unauthorized use of a vehicle
- R.C. 2913.04 - Unauthorized use of property, computer, cable, or telecommunication property or service
- R.C. 2923.02 - Attempt
- R.C. 2913.041 - Possession or sale of unauthorized cable television device
- R.C. 2913.33 - Making or using slugs
- R.C. 2913.05 - Telecommunications fraud
- R.C. 2913.06 - Unlawful use of telecommunications

- R.C. 2913.11 - Passing bad checks
- R.C. 2913.21 - Misuse of credit cards
- R.C. 2913.31 - Forgery; identification card
- R.C. 2913.32 - Criminal simulation
- R.C. 2913.40 - Medicaid fraud
- R.C. 2913.41 - Prima facie evidence of purpose to defraud
- R.C. 2913.42 - Tampering with records
- R.C. 2913.43 - Securing writings by deception
- R.C. 2913.44 - Personating an officer
- R.C. 2913.441 - Law Enforcement emblem display
- R.C. 2913.45 - Defrauding creditors
- R.C. 2913.46 - Illegal use of food stamps or WIC program benefits
- R.C. 2913.47 - Insurance fraud
- R.C. 2913.48 - Worker's compensation fraud
- R.C. 2913.49 - Identity fraud

Offenses against the family

- R.C. 2919.12 - Unlawful abortion
- R.C. 2919.22 - Endangering children
- R.C. 2919.23 - Interference with custody
- R.C. 2919.24 - Contributing to unruliness or delinquency of a child
- R.C. 2919.25 - Domestic violence

Offenses against justice and public administration

- R.C. 2921.11 - Perjury
- R.C. 2921.13 - Falsification

Weapons control

- R.C. 2923.12 - Carrying a concealed weapon
- R.C. 2923.13 - Having a weapon while under disability
- R.C. 2923.161 - Improperly discharging a firearm at or into a habitation or school
- R.C. 2923.01 - Conspiracy
- R.C. 2923.02 - Attempt, that relates to a crime specified in division 109.572 (A) (9)
- R.C. 2923.03 - Complicity, that relates to a crime specified in division 109.572 (A) (9)

Drug offenses

- R.C. 2925.02 - Corrupting another with drugs
- R.C. 2925.03 - Trafficking in drugs
- R.C. 2925.04 - Illegal manufacture of drugs or cultivation of marijuana
- R.C. 2925.05 - Funding of drug or marijuana trafficking
- R.C. 2925.06 - Illegal administration or distribution of anabolic steroids
- R.C. 2925.11 - Possession of drugs or marijuana that is not a minor drug possession offense in section R.C. 2925.01

Other

- R.C. 959.13 - Cruelty to animals
- R.C. 2905.11 - Extortion
- R.C. 3716.11 - Placing harmful objects in food or confection
- R.C. 2905.04 - Disrupting public services
- R.C. 2905.05 - Vandalism
- R.C. 2917.01 - Inciting to violence
- R.C. 2917.02 - Aggravated riot
- R.C. 2917.03 - Riot
- R.C. 2917.31 - Inducing panic
- R.C. 2921.03 - Intimidation
- R.C. 2921.34 - Escape
- R.C. 2921.35 - Aiding escape or resistance to authority
- R.C. 2927.12 - Ethnic intimidation
- R.C. 4511.19 - Operating vehicle under the influence of alcohol or drugs - OVI. (Two violations within a five year period. This means two violations within a five year period that extends five years before the date of application for hire for employees and before the date of license application for owners/administrator or two violations within any five year period after hire or licensure.)

Or an existing or former offense of any municipal corporation, this state, or any other state, or the United States that is substantially equivalent to any of these offenses.

EXHIBIT 2



**DROP-IN RESPITE REQUEST FOR PROPOSALS (RFP)
RESPONSE FORM**

Instructions: Providers who are interested in providing Drop-In Respite services in accordance with the terms and conditions defined in Summit County Children Services' Request for Proposals should complete Exhibits 2-8 to this RFP and submit them to Trina Danzy via e-mail at TDanzy@summitkids.org, or via ordinary mail or hand delivery at 264 S. Arlington Street, Akron, OH 44306.

- 1. **Provider entity name:** _____
- 2. **Type of legal entity (sole practitioner, partnership, LLC, corporation, etc.):** _____
- 3. **Facility address:** _____
- 4. **Contact person name:** _____
- 5. **Contact person phone:** _____
- 6. **Contact person e-mail:** _____
- 7. **Staff to child supervision ratio:** _____
- 8. **Hours of Operation:**
Monday: ___ AM to ___ PM
Tuesday: ___ AM to ___ PM
Wednesday: ___ AM to ___ PM
Thursday: ___ AM to ___ PM
Friday: ___ AM to ___ PM
- 9. **Is Provider licensed as a child care center or drop-in center by the Ohio Department of Job and Family Services (ODJFS)?** Yes No
- 10. **License capacity:** _____
- 11. **Has Provider ever been investigated by ODJFS for any reason?** Yes* No

***If YES, please attach a narrative to this page, including a description of the reason for the investigation, the disposition of the investigation, and the disposition date.**

12. License Status:

Regular

Provisional

13. Does Provider maintain a completed JFS 01328 "Statement of Non-Conviction for Child Care Centers and type A Homes" on file for all administrators and employee staff persons?

Yes

No

14. Please indicate the age groups accepted by Provider.

Infants

Toddlers/Pre-School Aged

Elementary School Aged

Middle School Aged (up to age 12)

15. ATTACHMENTS – Provider shall attach the following documents to this page. Provider shall check the boxes to indicate that the required documents have been attached hereto.

1. Certificates of Insurance, including Commercial General Liability, Professional Liability, and Workers' Compensation.

2. Provider's most recent ODJFS Inspection Report. If Provider has a "Inspection Corrective Action Status," Provider shall include the most recently status update.

EXHIBIT 3



AGREEMENT TO SPECIFICATIONS FORM

PROVIDER NAME: _____

RFP: Drop-In Respite Services

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the **Drop-In Respite Services** Request for Proposals, hereby proposes and agrees to fully perform the **Drop-In Respite Services** within the time stated and in strict accordance with the RFP documents.

Contract Period: The resulting contract is anticipated to commence on or after December 1, 2016, for a term lasting until December 1, 2017 with an option to extend the contract for two (2) additional one (1) year terms, at SCCS' discretion and subject to available funding.

Compensation. Compensation for drop-in respite services is established at a set rate and is nonnegotiable. Provider understands that the rates established for drop-in respite services is intended to be inclusive of any and all costs related to the provision of drop-in respite services.

Certification of Provider. On behalf of the above-named Provider, I certify that I am a duly authorized agent with the authority to bind the Provider to the terms and conditions set forth in this RFP. I hereby affirm that I have thoroughly read and reviewed this RFP and understand its contents and the scope of services sought by SCCS. I further certify that Provider accepts each and every clause in this RFP without exception, including the established rate of compensation for Drop-In Respite Services. By signing below, I indicate Provider's acceptance of each and every request, mandate, expectation and requirement set forth in the RFP, and will comply with same without exception.

Signature of Duly Authorized Agent of Provider *

Date

Print Name: _____

Title: _____

This form must be signed in **BLUE ink by someone legally authorized to bind the organization (i.e., CEO, President, Director, etc).*

EXHIBIT 4



EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate, the term “contract” includes the “Purchase Order” and all other agreements effecting purchase of supplies or services. If this certificate is submitted as part of a bid or proposal, the term “Contractor” shall refer to the Provider, Bidder, Provider, Subcontractor of Supplier. This certificate shall be renewed annually. Notwithstanding the forgoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Contractor certifies the following to SCCS:

- A. **REPORTS**: Within thirty (30) days after any contract/subcontract awards and prior to each March 31 thereafter during the performance of work under that contract, the Contractor shall file Standard Form 100, entitled “Equal Employment Opportunity Employer Information Report EEO-1” unless Contractor has either filed a report within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file.

- XI. **PRIOR REPORTS**: If Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause 41 C.F.R. Sec. 60-1.4 (a) (1) through ((7), the clause originally contained in section 301 or Executive Order No. 10925, or the clause contained in section 201 of the Executive Order No. 11114, Contractor has filed all required compliance reports. Contractor shall obtain similar signed representations indicating filing of all required compliance reports, signed from all proposed subcontractor prior to awarding subcontracts not exempt from the Equal Opportunity clause.

- XII. **CERTIFICATION OF NON-SEGREGATED FACILITIES**: Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term “segregated facilities” means any waiting rooms, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or natural origin, because of habit, local customs or otherwise. Contractor further agrees that except where it has obtained

identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certification of Non-Segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. Note: Penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

- XIII. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of \$50,000.00 or more, a Contractor, with fifty (50) or more employees which is not otherwise exempt under 41 C.F.R. Part 60-1, shall develop for each of its establishments a written affirmative action compliance program as called for in 41 C.F.R., Sect. 60-1.40. Contractor will also require its lower-tier subcontractors who have fifty (50) or more employees and receive a subcontract or \$50,000.00 or more and who are not otherwise exempt under C.F.R., Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R., Section 60-1.40.
- XIV. Contractors are responsible for EEO compliance as provided in Executive Order 11246 and implementing regulations TITLE 41, Chapter 60-4.3 (Equal Opportunity Clause and Notice of Standard Specifications), 60-250, and 60-741 when applicable.
- XV. Contractor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause or other such notifications or noncompliance with EEO regulations.

Executed this _____ day of _____, 201_ by:

Organization: _____

By: _____ Title: _____

Project: Drop-In Respite Request for Proposals

EXHIBIT 5



**CERTIFICATION FOR NONDISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY**

_____ (Name of Provider) if it is found to be the best suitable bidder, hereby agrees that in the hiring of employees for the performance of work under this contract or any sub-contract hereunder, no Provider or sub-contractor or any person acting on behalf of such Provider shall by reason of race, creed or color, discriminate against any citizens of the State of Ohio in the employment of labor or workers who qualify and who are available to perform the work to which this contract relates.

_____ (Name of Provider) further agrees that no Provider, subcontractor or any person acting in his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed or color.

Signature of Duly Authorized Agent

Date

Print Name: _____

Title: _____

This certification becomes part of the resultant contract.

EXHIBIT 6



ETHICS CERTIFICATION

As a Provider doing business with SCCS or receiving federal or state grants through SCCS, I certify on behalf of _____ (Provider's name):

- 1) I have reviewed and understand Ohio ethics and conflict of interest laws as found in Chapter 102 and Sections 2921.42 and 2921.42 of the Ohio Revised Code.
- 2) I have reviewed and understand Governor's Executive Order Number 2007-01S.
- 3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.
- 4) I acknowledge that failure to comply with this certification is, by itself, grounds for termination of this contract or grant.

Signature of Duly Authorized Agent _____ Date _____

Print Name: _____

Title: _____

EXHIBIT 7



NOTICE

Attached are alternative Affidavits related to Personal Property Taxes as is required by ORC § 5719.042 for every competitive bid contract awarded by Ohio public agencies.

1. The first Affidavit is to be completed if there is **no liability** for delinquent Property taxes in Summit County.
-OR-
2. The second Affidavit is to be completed only if there **are outstanding, delinquent** Property taxes in Summit County.

EXHIBIT 7



STATE OF OHIO)
) ss
COUNTY OF SUMMIT)

AFFIDAVIT OF NON-LIABILITY FOR DELINQUENT PERSONAL PROPERTY TAXES

OHIO REVISED CODE 5719.042

I _____ , being first duly sworn, do hereby state that at the time the Proposal was submitted, Affiant was not charged with any delinquent personal property taxes on the general tax list of personal property of the County of Summit in Ohio.

Further affiant sayeth naught.

Signature of Affiant

Title

Sworn to and subscribed before me this _____ day of _____,
201__.

Notary Public

EXHIBIT 7



STATE OF OHIO)
) ss
COUNTY OF SUMMIT)

**AFFIDAVIT OF LIABILITY FOR DELINQUENT PERSONAL PROPERTY TAXES
OHIO REVISED CODE 5719.042**

I _____, being first duly sworn, do hereby state as follows:

1. That at the time the Proposal was submitted, Affiant was charged with delinquent personal property taxes on the general tax list of personal property of the County of Summit in Ohio;
2. That the amount of such due and unpaid delinquent taxes is \$_____ and that the amount of the due and unpaid penalties and interest is \$_____. The total delinquent taxes, penalties and interest is \$_____.

Further affiant sayeth naught.

Signature of Affiant

Title

Sworn to and subscribed before me this _____ day of _____,
201__.

Notary Public

EXHIBIT 8



STATE OF OHIO)
) ss
COUNTY OF SUMMIT)

AFFIDAVIT OF NON-COLLUSION

I, _____, first being duly sworn, do hereby state as follows:

1. That Affiant is acting on behalf of Provider _____ and holds the title of _____;
2. That Affiant, on behalf of Provider, further says that the Proposal herein is not made in the interest of or ion behalf of any undisclosed person, partnership, company, association, organization or corporation;
3. That such Proposal is genuine and not collusive or sham;
4. That Affiant, on behalf of Provider, is the only person(s) interested in the profits of any Contract which may result from the herein contained Proposal.
5. That Affiant, on behalf of Provider, has not directly or indirectly sought by agreement, communication or conference with anyone to fix the price of any bidder, or to fix any overhead, profit or cost element of such bid price or that any other bidder, or to secure any advantage against the Summit County Children Services;
6. That said Proposal is made without any connection or interests in the profits with any other person making any other Proposal for said work.
7. That said Proposal is, in all respects, fair and without collusion or fraud.
8. That no member of **Summit County Children Services** is directly or indirectly interested therein; and all statements made in this Proposal are true.

Further affiant sayeth naught.

Signature of Affiant

Title

Sworn to and subscribed before me this _____ day of _____, 201__.

Notary Public

EXHIBIT 9



Procedure: Informing Personnel and Contractors of Prohibition of Corporal and Degrading Punishment

Purpose of Procedure:

To ensure that all personnel and caregivers are made aware of agency policy regarding prohibited discipline and punishment methods for children in agency custody.

Statement of Procedure:

All employees, volunteers, field placement students and all caregivers of children served by the agency (including contractors providing care for children under purchase of service agreements) are informed prior to providing service that the agency has a policy prohibiting corporal or degrading punishment of children served by the agency. Notification is carried out as follows:

All employees are advised of agency policy during the New Employee Orientation conducted by the agency's Human Resource Department on the first day of employment. Every employee must sign documentation that they have read, understand and accept this agency policy.

1. All field placement students are informed of the agency policy during their initial interview. The policy is listed on the student application form requiring their signature.
2. All volunteers, foster and adoptive parent applicants receive instruction about this policy during pre-service training and information about this policy is contained in manuals provided to pre-service trainees.
3. Kinship caregivers are advised of agency policy by a caseworker at the time a child is placed. They sign documentation (Placement/Safety Audit Checklist) that they understand and will abide by the agency's prohibition regarding physical discipline of children.
4. Whenever a child in agency custody is placed, the caregiver is to sign an Individual Child Care Agreement that includes information regarding the agency's policy.
5. Contracts with entities that provide substitute care for children in agency custody contain provisions setting forth agency policy on this topic.

EXHIBIT 9



Policy: Prohibition of Corporal Punishment & Restraints

Purpose of Policy:

To inform its employees and substitute caregivers that Summit County Children Services prohibits the use of corporal or degrading punishment and chemical, mechanical or prone restraints against children served by SCCS.

Statement of Policy:

SCCS prohibits the use of corporal or degrading punishment (including any type of physical, emotional and/or verbal abuse) against children served by SCCS. Agency employees and substitute caregivers are prohibited from using chemical, mechanical or prone restraints. Physical restraint of a foster child may only be utilized by a treatment provider who has received specific training and annual review in acceptable methods of restraint. Failure to abide by this policy will result in disciplinary action, a rules violation, or a breach of contract, up to and including termination / revocation.

SCCS employees and substitute caregivers are mandated to report any reasonable suspicion of abuse of a child and to cooperate in an investigation conducted by SCCS into such matters. It is the policy of SCCS that there shall be no retaliation of any kind against individuals who, in good faith, report such suspicions.

EXHIBIT 9



Policy: Prohibition of Isolation, and/or Seclusion

Purpose of the policy:

To prohibit disciplinary measures that inappropriately restricts the child and may lead to feelings of isolation within the child.

Statement of policy:

Foster, adoptive and kinship caregivers ("caregivers") shall treat each child under Agency care with kindness, consistency, and respect. Discipline will be humane, instructive, and appropriate to the age and functioning of the child.

SCCS prohibits the use of isolation and seclusion as behavior management or therapeutic techniques.

Isolation is defined as "the practice of separating a person from others in a monitored non-locked or quiet room in order to calm the person removed and physically preventing the person from leaving the designated space or room where she or he is placed."

Seclusion is defined as "the placing of a person in a locked room to prevent harm to self or others."

The use of "Time Out" is permitted as a non-therapeutic technique of removing a child from his or her environment or situation to another place for a specified period of time to reflect on his or her behavior. Unlike isolation, a child in time out has the ability to leave the room or space if he or she chooses.

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BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("BAA") is by and between Summit County Children Services, a Public Children Services Agency, located at 264 S. Arlington Street, Akron Ohio 44306, executed by Julie Barnes, M.Ed., LSW, its Executive Director ("SCCS"), and Pomegranate Health Systems (hereinafter "Business Associate") whose address is 765 Pierce Drive, Columbus, Ohio 43223, by Angela Nickell, its CEO, duly authorized. SCCS and Business Associate are collectively referred to herein as the "Parties." The Parties agree to comply with the terms of this BAA that shall be effective upon the date that the child enters placement with the Business Associate.

WHEREAS, SCCS seeks a partner to provide Child Specific Placement Services;

WHEREAS, Business Associate is licensed, certified and approved to provide Placement Services in accordance with Ohio laws, and desires to provide such services for SCCS and its client child; and,

WHEREAS, SCCS and Business Associate will make available and/or transfer to the each other confidential, protected health information ("PHI") of any person served by Business Associate as appropriate and in conjunction with the activities related to assuring health, safety and welfare of children eligible for services from either Party.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter contained, along with the terms included in the attached Extension and Amendment, and underlying Agreements, and for other good and valuable considerations, the receipt and sufficiency whereof being hereby mutually acknowledged, the Parties hereto agree as follows:

I. PURPOSE

1. Although not technically a "Covered Entity," SCCS has been designated as a hybrid entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") Privacy and Security Rules, and shall work with all health care providers and business associates proffering services to SCCS children and clients to ensure compliance with HIPAA.
2. The Parties believe LHS Family and Youth is a "Business Associate" for purposes of the HIPAA Privacy and Security Rules.
3. In accordance with the laws of Ohio, Business Associate may provide health-related services in collaboration with SCCS. The provision of such services may involve the disclosure of protected health information ("PHI") from SCCS to Business Associate and from Business Associate to SCCS.
4. The Parties enter into this BAA with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a Business Associate, and may allow a Business Associate to create, receive, maintain or transmit protected health information on its behalf as long as the covered entity obtains satisfactory assurances that the Business Associate will appropriately safeguard the information.

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II. DEFINITIONS

1. "Privacy Rule" means the Health Insurance Portability and Accountability Act, as amended, ("HIPAA") Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E. Security Rule means the Security Rule Standards at 45 CFR Part 160 and Part 164, Subpart B.
2. "Protected Health Information" ("PHI") means any information which relates to the past, present or future physical or mental health or condition of an individual, the provision of healthcare to an individual or payment for the provision of healthcare to an individual and identifies the individual or which can be used to identify the individual. (See 45 C.F.R. 160.103).
3. "Required by Law" means a mandated use or disclosure of PHI. Required by Law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, governmental or tribal inspector general, or administrative body authorized to require the production of information; civil or authorized investigative demands; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
4. "Covered Entity" means any health plan, any health care clearinghouse, and those health care providers that electronically transmit any health information in electronic form to carry out financial or administrative activities related to health care as set forth in the Privacy Rule.
5. Other terms used but not otherwise defined in this BAA shall have the same meaning as those terms have in the Privacy and Security Rules.

III. OBLIGATIONS AND ACTIVITIES

1. Business Associate shall not use or disclose PHI other than as permitted or required by law or as provided in this BAA.
2. Business Associate shall use appropriate and reasonable physical, technical, and administrative safeguards and to comply with the Security Rule with respect to electronic PHI and to prevent use or disclosure of the PHI other than provided for by this BAA.
3. Business Associate agrees to report any wrongful use or disclosures of the PHI not provided for by this BAA, Security Incident involving electronic PHI, or breach of unsecured PHI as soon as practicable. Business Associate further agrees to mitigate, to the extent practicable, any harmful effect that is known with respect to the wrongful use or disclosure of PHI.
4. Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits PHI on behalf of Business Associate agrees to

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implement the same restrictions and conditions that apply to the Business Associate under this BAA in accordance with 45 CFR 164.308(b)(2), and will hold SCCS harmless for the failure to comply with these restrictions and conditions applicable to a Business Associate.

5. Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI, available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
6. Business Associate agrees to provide access to PHI to SCCS or, as directed by SCCS, to an individual in order to meet the requirements of 45 CFR 164.524.
7. Business Associate agrees to make any amendment(s) to PHI that the SCCS directs or agrees to pursuant to 45 CFR 164.526.
8. Business Associate agrees to document and make available such disclosures of PHI and information related to such disclosures as would be required for SCCS to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. Parties agree to notify each other about material changes in their HIPAA privacy policies and procedures.

IV. PERMITTED USES AND DISCLOSURES

1. Business Associate may use or disclose PHI as Required by Law or permitted under this BAA.
2. Except as otherwise limited in this BAA or by other applicable law or agreements, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of SCCS provided that such use or disclosure:
 - a. would not violate the Privacy Rule if done by SCCS; and
 - b. would not violate the minimum necessary policies and procedures of the SCCS.
3. Business Associate agrees that uses and disclosures of PHI will be made in accordance with SCCS's minimum necessary policies.

V. TERM AND TERMINATION

1. Term. This BAA shall continue in effect until terminated in writing by either party.
2. Effect of Termination. When feasible, and where permitted by Ohio Law, and where mutually agreed upon by the Parties, both Parties shall return or destroy all PHI received from the other party. Where return or destruction is not feasible, Business Associate shall extend the protections of this BAA to such PHI and limit further use and disclosure for so long as Business Associate maintains such PHI.

VI. MISCELLANEOUS

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1. **Indemnification.** Business Associate agrees to indemnify and hold harmless SCCS, its officers, agents, employees, and Board of Trustees, and the County of Summit and its officers, agents, and employees, from and against all suits or claims, whether or not foreseeable, that may be based upon any injury or death to any persons or damage to property arising out of an error, omission, willful misconduct, or negligent act of Business Associate or its officers, employees, subcontractors, and/or agents associated with services and responsibilities encompassed herein; and Business Associate will, at its own expense, defend SCCS, its officers, agents, employees, and Board of Trustees, and the County of Summit and its officers, agents, and employees, in all litigations, pay all attorneys' fees, damages, court costs, and other expenses arising out of such litigation or claims incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against SCCS, its officers, agents, employees, and Board of Trustees, and the County of Summit and its officers, agents, and employees pursuant to such litigation. This indemnification shall survive the termination of this BAA.
2. **Breach of the BAA.** Upon breach or default of any of the provisions, obligations or duties embodied in this BAA, SCCS may exercise any administrative, contractual or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences and the parties retain the right to exercise all remedies hereinabove mentioned.
3. **Compliance.** Business Associate agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.
4. **Independent Contractor.** In cooperating with SCCS, Business Associate will be acting as an independent contractor and not as an employee or agent of SCCS. SCCS shall have no authority, express or implied, to commit or obligate Business Associate in any manner whatsoever.
5. **Modification of BAA.** The parties recognize that this BAA may need to be modified from time to time to ensure consistence with amendments to and changes in applicable federal and state laws and regulations, including, but not limited to, HIPAA and the HIPAA Regulations. This BAA shall not be waived or altered, in whole or in part, except in writing signed by the parties.
6. **No Third Party Beneficiaries.** Nothing expressed or implied in this BAA is intended or shall be deemed to confer upon any person other than SCCS, Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
7. **Notice.** All notices and other communications required or permitted pursuant to this BAA shall be in writing. All notices shall be effective as of the date of delivery.

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8. **Governing Law.** This BAA shall be governed by, and interpreted in accordance with, the laws of the State of Ohio.

9. **Entire Agreement.** This BAA contains the entire agreement of the parties with respect to the subject matter of this BAA.

SAMPLE