



Summit County
CHILDREN SERVICES
Building Families . . . Building Futures

September 6, 2017

**REQUEST FOR PROPOSALS (RFP)
RECOVERY COACH SERVICES**

**Proposals accepted on an ongoing basis beginning September 6,
2017 through November 30, 2017.**

Proposals may be submitted in person or via e-mail to:

Summit County Children Services
Attention: Beth Kinney
STARS Grant Project Manager
264 South Arlington Street
Akron, Ohio 44306
bkkinney@summitkids.org

Any questions regarding this RFP should be directed to
Summit County Children Services
Attention: Beth Kinney
via e-mail to bkkinney@summitkids.org

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Summit County Children Services RECOVERY COACH SERVICES Request for Proposals

I. INTRODUCTION

The vision of Summit County Children Services, a public children services agency authorized under Ohio Revised Code Section 5153, hereafter 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 it serves, SCCS has been awarded federal funding for the STARS Grant; a regional partnership servicing families impacted by substance abuse. In continued support of its goals, SCCS is requesting proposals from qualified Organizations (hereinafter "Provider") who have the ability and means to provide Recovery Coach Services and programming for parents/guardians of children being serviced through the STARS grant. Summit County Children Services is the lead agency for the regional partnership grant which is in the third year of the five year grant.

SCCS has designated a projected allocation of STARS grant funds in an amount that shall not exceed Eighty-Five Thousand Dollars (\$85,000) for the provision of Recovery Coach services. The number of identified STARS clients may vary over the contract term. The award amount will be contingent upon receipt of grant funds, and the total may be adjusted accordingly.

SCCS seeks an Agreement term beginning on or about October 1, 2017 through April 1, 2018 with an option to extend the contract for two (2) additional one (1) year terms, at the sole discretion of SCCS and subject to available funding.

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.
- B. "Provider" means the agency or organization that provides supervision and control over the performance and result of the Recovery Coaches.
- C. "Proposal" means fully completed or executed copies of Exhibits 1-9 to this RFP which are submitted by Provider in response to this RFP. The word "Proposal" may be used interchangeably with "Response" throughout this RFP.
- D. "Recovery Coach" or "RC" means the person providing the one-on-one substance abuse coaching services, as set forth herein, under the direct control and supervision of Provider.
- E. "STARS" means Summit County Collaborative on Trauma, Alcohol & Other Drug & Resiliency-Building Services for Children & Families; a regional partnership servicing families impacted by substance abuse.

III. CONTACT PERSON

Summit County Children Services
Beth Kinney
STARS Grant Project Manager
264 S. Arlington St.
Akron, Ohio 44306
Phone: 330-379-2068
Email: bkinney@summitkids.org

IV. EXPECTED SCHEDULE OF EVENTS*

9/6/2017	Request For Proposals Released to Providers A copy will be sent to known Providers of Recovery Coach Services, and a copy will be posted on the SCCS website located at www.summitkids.org under the Bidding Opportunities Tab.
9/6/2017 – Ongoing through 11/30/2018	Optional Letters of Intent Accepted Providers who are working to establish Recovery Coach services but who are not yet ready to submit a full proposal to SCCS may choose to submit a Letter of Intent to Submit a Proposal. The purpose of this Letter of Intent is to allow the Provider to express their interest in the RFP, and to allow SCCS to gauge the potential availability of Recovery Coaches to its clients. Letters of Intent are non-binding and do not obligate the Provider to submit a proposal. Letters of Intent are optional, and are not required for Proposal submission. Letters of Intent may be submitted via e-mail to Beth Kinney, STARS Grant Project Manager, to bkinney@summitkids.org .
9/6/2017 – Ongoing through 11/30/2018	Proposal Submissions Accepted The RFP will remain open on an ongoing basis between September 6, 2017 and November 30, 2017. The purpose of an ongoing RFP process is to ensure all potential partners have an opportunity to respond to the RFP. Proposals must be submitted to Summit County Children Services, ATTN: Beth Kinney, via hand-delivery at 264 S. Arlington, Akron, Ohio 44306 or via e-mail to bkinney@summitkids.org . Proposals may <u>not</u> be delivered via facsimile. Hand delivery can take place only during normal business hours of 8:30am to 4:30pm Monday through Friday. Provider assumes the risk for any error or delay caused by any chosen delivery method. Proposals should be labeled: "Response to RFP for Recovery Coach Services."
9/6/2017 – 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.
9/6/2017 – Ongoing	Notice of Award pending approval of 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.
10/1/2017 – Ongoing	Projected Contract Commencement Initial contract awards will be made in September, 2017 for a term of October 1, 2017 to April 1, 2018, with the option to extend the contract for two (2) additional one (1) year terms at SCCS' discretion 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 any contract term, SCCS may extend the contract at the rates then existing for the term then in effect to allow for adequate completion for SCCS' competitive procurement process.

*SCCS reserves the right to revise this schedule after providing reasonable notice via its website, www.summitkids.org.

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 the prospective 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 in 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 for any reason.
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, and/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.

V. **SCOPE OF SERVICES**

The primary role of the Recovery Coach Provider will include the following duties and services, all without limitation:

A. **Qualifications** – Recovery Coaches should:

1. Have two (2) consecutive years of sobriety;
2. Have knowledge of or willingness to learn about the child welfare system;
3. Have completed Recovery Coach training or complete training within six (6) months of assignment.

B. **Recovery Coach Duties** – Recovery Coaches are expected to do all of the following:

1. Provide sobriety support services for one (1) to three (3) recoverees at a time;
2. Upon initial assignment, meet with assigned recoveree one (1) to five (5) hours per week, based upon need;
3. Following the initial phase, meet with assigned recoveree one (1) to two (2) times per month for one (1) hour at a time. A minimum of one (1) meeting per month must be face-to-face.
4. Educate the client on the addiction model and paths to recovery;
5. Connect the client to needed community resources in support of their recovery;
6. Provides support/encouragement to maintain recovery and reduce relapse;
7. Discuss/address barriers to recovery;
8. Motivate clients to maintain treatment appointments, recovery related activities, and complete child welfare objectives;
9. Mentor and exemplify successful recovery
10. Attend court hearings as requested by SCCS, or pursuant to subpoena;
11. Attend internal meetings at SCCS as requested by the agency;
12. Develop a Recovery Support Plan or Wellness Plan for each recoveree;
13. Document recoveree contacts with a standard documentation form provided by SCCS;
14. Meet regularly with Supervising agency in accordance with Paragraph D of this RFP ("Supervision").

C. **Compensation**

1. **Direct Service Rates:** Provider agencies will be compensated at a set, non-negotiable rate of thirty five dollars (\$35) per service hour.
 - i. Of this thirty-five (\$35) per service hour, fifteen dollars (\$15) per hour must be paid directly to the Recovery Coach.
 - ii. The remaining twenty (\$20) dollars per service hour shall be allocated for administrative costs.
2. **Supervision Rates:** Providers may invoice SCCS at the standard rate of thirty-five dollars (\$35) per hour for individual supervision. Providers may invoice SCCS at a rate of fifteen dollars (\$15) per Recovery Coach per hour and twenty dollars (\$20) per supervisor per hour for group supervision.
3. **Meeting Rates:** Providers may invoice SCCS at a rate of fifteen dollars (\$15.00) per Recovery Coach per hour for meetings where the client is not present, such as treatment team meetings, administrative staffing sets, trainings, and retreats. This amount shall be paid directly to the Recovery Coach(es).
4. **Invoicing:** Providers shall invoice SCCS for service hours in 15 minute increments, regardless of the length of the contact with the client. For example, if an RC meets with a client for an hour, Provider should bill SCCS in four 15 minute increments.
5. **"No Shows:"** Providers may bill for one (1) contact hour for "no-shows," up to, and including, the third "no-show". After the third "no-show," Provider shall not schedule

further meetings or contacts with the recoveree without express, written approval of the SCCS STARS Grant Project Manager.

6. Phone Contact: Providers may bill a maximum of two (2) hours per week of telephone contact per recoveree. Should the recoveree or the Recovery Coach feel that more than two (2) hours of discussion are necessary, then the recoveree and the Recovery Coach should schedule a face-to-face meeting.
7. Travel: Recoverees and Recovery Coaches will be matched geographically to reduce travel time for both parties.
8. Documentation Time: Providers may bill a maximum of one (1) hour per week, per client.

D. Supervision

1. Recovery Coach Supervisors should meet the following qualifications:
 - i. Demonstrate and be able to apply a thorough knowledge of the role of Recovery Coaches, especially among clients involved with the child welfare system.
 - ii. Have a minimum of five (5) years of sobriety.
 - iii. Engage in supervisory training as provided by the State of Ohio within six (6) months of assignment as a Recovery Coach supervisor.
2. Providers should clearly explain and delineate expectations for the Recovery Coaches that it supervises at the beginning of the supervisory relationship. These expectations shall be provided to the Recovery Coach in writing, and the Recovery Coach shall sign a copy of the supervisory expectations document indicating acceptance and agreement.
3. The Provider shall also review the "Peer Support Code of Ethics for Ohio" with the Recovery Coach. The Recovery Coach should sign a copy of the Peer Support Code of Ethics for Ohio, indicating their Agreement to comply with the ethical standards. A copy of the signed document shall be maintained in the supervisory file.
4. Provider shall hold supervisory conference meetings for all Recovery Coaches at least one (1) hour per week.
 - i. Supervisory meetings may be in group or individual format; however, supervision time must be documented on an individual basis.
5. Recovery Coach Supervisors must be available by phone for urgent questions while the Recovery Coaches that they supervise are meeting with SCCS clients or otherwise working on SCCS cases. If the Recovery Coach Supervisor anticipates that they will be inaccessible via telephone for any reason, the Supervisor shall arrange for another Recovery Coach supervisor to provide emergency phone coverage.
6. No Supervisor may have more than four (4) Recovery Coaches assigned to them at any one time.
7. Recovery Coach Supervisors shall attend Akron Recovery Coach meetings for updates on community resources and state standards.
8. Compensation for supervisors shall be included as part of the administrative overhead paid to Providers. Providers may invoice SCCS at the standard rate of thirty-five dollars (\$35 per hour) for individual or group supervision. The group supervision rate is \$15 per coach and \$20 per supervisor per hour.

E. Matching Process

1. A representative of Summit County Public Health will match Recovery Coaches with SCCS clients using a matching tool; however, ultimate authority for approving or denying Recover Coach/client matches shall remain with SCCS.
2. Clients will be matched with Recovery Coaches of the same gender.
3. When matching clients with Recovery Coaches, the following factors will be considered:
 - i. Geographic region;
 - ii. Demographic description of the client, including age and gender;
 - iii. Substances used by the client;

- iv. The client's level of motivation;
 - v. The client's place in the recovery process.
4. SCCS reserves the right to deny matching anyone at any time if SCCS does not feel that the match is in the best interest of the client.

F. SCCS Rights and Reservations

- 1. SCCS reserves the right to cease matching clients to Recovery Coaches employed by Provider for any reason, including, but not limited to:
 - i. Lack of supervision or improper supervision of Recovery Coaches by Provider agency;
 - ii. Provider's failure to comply with the terms and conditions of the RFP or the terms and conditions of the contract resulting from this RFP;
 - iii. Provider's failure to ensure that Recovery Coaches and Recovery Coach supervisors timely receive training;
 - iv. Unethical or inappropriate behavior by Recovery Coach(es) or Provider;
 - v. Breaches of client confidentiality by Recovery Coach(es) or Provider;
 - vi. Loss of funding.
- 2. SCCS also reserves the right to terminate any contract resulting from this RFP in accordance with Section VIII(P) of this RFP.

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VI. EVALUATION CRITERIA

A. Evaluation -

1. Each Proposal will be reviewed and 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 such 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 or Board of Trustees, as applicable.

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 an 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 may cancel or reissue this RFP for any of the following reasons:
 - a. The Proposal is not in compliance with the requirements, specifications, and/or terms and conditions set forth in the RFP;
 - b. SCCS determines that award of a contract would not be in the best interest of SCCS.
7. SCCS also reserves the right to waive any informality or irregularities in the Proposal.
8. Failure to furnish all information requested in this RFP may disqualify the Proposal.
9. 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.
2. **Award of a contract does not guarantee that SCCS will utilize Provider for Recovery Coach services, nor does SCCS represent or promise that Provider will receive any certain number of client assignments. Client assignments are at the sole discretion of SCCS.**

E. Evaluation Criteria –

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

EVALUATION CRITERIA
Provider employs, or plans to employ, Recovery Coaches.
Provider fully completed Exhibits 1-9 to the RFP with all of the necessary information.
Provider agrees to comply with the specifications in the RFP.
Provider is not disbarred from doing business in the State of Ohio.

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VII. 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 and 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 General Liability 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. SCCS will review Provider's current level of insurance and contact Provider if SCCS determines, in its sole discretion, that the level of insurance maintained by Provider is inadequate.** In addition to a Commercial General Liability policy, SCCS requires the following:
1. Provider maintains Workers' Compensation insurance as required by Ohio law. SCCS reserves the right to request proof of premium payment for Workers' Compensation.
 2. All Recovery Coaches employed by Providers must maintain statutory minimum auto liability insurance as articulated in Ohio Revised Code § 4509.51. SCCS reserves the right to request proof of auto liability insurance from any Recovery Coach who is transporting SCCS' adult clients. **Recovery Coaches are prohibited from transporting children in the custody of SCCS.**
- 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 the 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. The Business Associate Agreement is attached hereto as an Exhibit 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. The 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 & Notification of Persons Serving Children & Families** - Prior to assigning any non-licensed employee to provide services to SCCS clients, the Provider will conduct a criminal background check for the employee. Provider shall conduct a review of all appropriate, regularly permissible state criminal history, as well as sex offender registries. In the event that the Recovery Coach has criminal history in another state, Provider should compare the out-of-state conviction to the analogous crime in Ohio.

1. **Prohibiting Offenses** - Recovery Coaches who have convictions for or who have pled guilty to any of the following offenses are prohibited from serving SCCS clients:
 - a. R.C. 2903.01 – Aggravated murder
 - b. R.C. 2903.02 – Murder
 - c. R.C. 2903.03 – Voluntary Manslaughter
 - d. R.C. 2903.04 – Involuntary Manslaughter
 - e. R.C. 2903.11 – Felonious Assault
 - f. R.C. 2903.15 – Permitting child abuse
 - g. R.C. 2903.16 – Failing to provide for a functionally impaired person
 - h. R.C. 2903.21 – Aggravated menacing
 - i. R.C. 2903.211 – Menacing by stalking
 - j. R.C. 2903.34 – Patient abuse, neglect
 - k. R.C. 2905.01 – Kidnapping
 - l. R.C. 2905.02 – Abduction
 - m. R.C. 2905.04 – Child stealing (prior to July 1, 1996)
 - n. R.C. 2905.05 – Criminal child enticement
 - o. R.C. 2907.02 – Rape
 - p. R.C. 2907.03 – Sexual battery
 - q. R.C. 2907.04 – Unlawful sexual conduct with a minor
 - r. R.C. 2907.05 – Gross sexual imposition
 - s. R.C. 2907.06 – Sexual imposition
 - t. R.C. 2907.07 – Importuning
 - u. R.C. 2907.08 – Voyeurism
 - v. R.C. 2907.09 – Public indecency
 - w. R.C. 2907.12 – Felonious sexual penetration (as this former section of law existed)
 - x. R.C. 2907.21 – Compelling prostitution
 - y. R.C. 2907.22 – Promoting prostitution
 - z. R.C. 2907.23 – Procuring

- aa. R.C. 2907.25 – Prostitution after positive HIV test
 - bb. R.C. 2907.31 – Disseminating matter harmful to juveniles
 - cc. R.C. 2907.32 – Pandering obscenity
 - dd. R.C. 2907.321– Pandering obscenity involving a minor
 - ee. R.C. 2907.322 – Pandering sexually oriented matter involving a minor
 - ff. R.C. 2907.323 – Illegal use of a minor in nudity-oriented material or performance
 - gg. R.C. 2909.02 – Aggravated arson
 - hh. R.C. 2909.03 – Arson
 - ii. R.C. 2909.22 – Soliciting or providing support for act of terrorism
 - jj. R.C. 2909.23 – Making terroristic threat
 - kk. R.C. 2909.24 – Terrorism
 - ll. R.C. 2917.02 – Aggravated riot
 - mm. R.C. 2923.11 – Improperly discharging a firearm at or into a habitation or school; school related offense
2. Offenses Requiring SCCS Review - Recovery Coaches who have convictions for or have pled guilty to any of the following offenses will be reviewed by SCCS. SCCS must give its express approval before a Recovery Coach with any of the following convictions or guilty pleas be allowed to serve SCCS clients.
- a. R.C. 2903.13 – Assault
 - b. R.C. 2903.22 – Menacing
 - c. R.C. 2911.01 – Aggravated robbery
 - d. R.C. 2911.02 – Robbery
 - e. R.C. 2911.11 – Aggravated burglary
 - f. R.C. 2911.12 – Burglary
 - g. R.C. 2913.49 – Identity fraud
 - h. R.C. 2917.01 – Inciting to violence
 - i. R.C. 2919.12 – Unlawful abortion
 - j. R.C. 2919.22 – Endangering children
 - k. R.C. 2919.23 – Interference with custody (that would have been a violation of R.C. 2905.04 as it existed prior to July 1, 1996 if violation had been committed prior to that date)
 - l. R.C. 2919.24 – Contributing to unruliness or delinquency of a child
 - m. R.C. 2919.25 – Domestic violence
 - n. R.C. 2923.12 – Carrying a concealed weapon
 - o. R.C. 2923.13 – Having a weapon while under disability
 - p. R.C. 2927.12 – Ethnic intimidation
 - q. R.C. 3716.11 – Placing harmful objects in food or confection
 - r. R.C. 4511.19 – Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC
3. Drug Offenses – SCCS anticipates that Recovery Coaches and Recovery Coach Supervisors may have a history of drug-related convictions. However, SCCS requires that Recovery Coaches and Recovery Coach supervisors do not have any drug-related convictions within the last five (5) years. For purposes of this section, "drug related convictions" include the following:
- a. R.C. 2925.02 – Corrupting another with drugs
 - b. R.C. 2925.03 – Trafficking in drugs
 - c. R.C. 2925.04 – Illegal manufacture of drugs or cultivation of marijuana
 - d. R.C. 2925.05 – Funding of drug or marijuana trafficking
 - e. R.C. 2925.06 – Illegal administration or distribution of anabolic steroids
 - f. R.C. 2925.11 – Possession of drugs or marijuana that is not a minor drug possession offense

4. Current or Pending Criminal Offenses/Probation – Recovery Coaches may not have pending criminal charges, open warrants, or capias orders, or currently be on probation, parole, or community control. Recovery Coaches who have current criminal justice involvement will not be permitted to serve SCCS clients.
 5. Child Welfare History – SCCS anticipates that Recovery Coaches may have historical child welfare involvement. However, SCCS requires that Recovery Coaches have not had any child welfare involvement in the last two (2) years. Recovery Coaches who have current child welfare involvement in any county are prohibited from serving SCCS clients under any circumstances.
- 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.

VIII. ATTACHMENTS AND THEIR USES

- A. **Proposal Format** - Provider shall complete Exhibits 1 through 9 of this RFP. These fully completed and executed documents shall together be considered Provider's Proposal.
- B. **Proof of Insurance** - Certificates of Insurance MUST be attached to Exhibit 2, the "Agreement to Specifications" form, 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 insurance.
- C. **Confidentiality Statement and General Release for Recovery Coaches (Exhibit 3)** - Provider shall have EACH of its Recovery Coaches complete a separate copy of Exhibit 3 "Confidentiality Statement and General Release for Recovery Coaches". A signed copy of Exhibit 3 shall be submitted for each Recovery Coach as a part of Provider's Proposal
- D. **Confidentiality Statement and General Release for Provider Agencies (Exhibit 4)** - Provider's President, CEO, or other individual with legal authority to bind the Provider entity shall complete and sign Exhibit 4 "Confidentiality Statement and General Release for Provider Agencies."
- E. **Incomplete Proposals** - Failure to complete any of the attached documents, omission of any requested information, or failure to submit a Certificate of Insurance which satisfies the requirements stated in Section VIII(I) of this RFP may result in denial of a contract award.
- F. **Exhibits 10, 11, 12, and 13** – Exhibits 10, 11, 12, and 13 are included as examples and provided for Provider's reference and understanding.
1. Exhibit 10 contains an example of how Proposals will be scored pursuant to the requirements of this RFP.
 2. Exhibit 11 contains an example Recovery Coach Data Sheet used for the purpose of documenting attempted and completed client contacts.
 3. Exhibit 12 contains an example of SCCS' standard Business Associate Agreement, which will become part of the contract between Provider and SCCS.
 4. Exhibit 13 contains an example of the STARS Program release and waiver for Recovery Coach services. Provider will be required to have all clients sign a copy of this release and waiver prior to engaging in Recovery Coach services. This requirement will become part of the contract between Provider and SCCS.

The remainder of this page left intentionally blank.

EXHIBIT 1



RECOVERY COACH REQUEST FOR PROPOSALS (RFP) RESPONSE FORM

Instructions: Providers who are interested in providing Recovery Coach services in accordance with the terms and conditions defined in Summit County Children Services' Request for Proposals should complete Exhibits 1-9 to this RFP and submit them to Beth Kinney via e-mail at bkinney@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. **Contact person name:** _____
- 4. **Contact person phone:** _____
- 5. **Contact person e-mail:** _____
- 6. **Number of Recovery Coaches employed:** _____
Number of Female RCs: _____
Number of Male RCs: _____
- 7. **Number of Recovery Coach Supervisors employed:** _____
- 8. **Number of years' experience providing Recovery Coach services:** _____
- 9. **Number of employees who have completed Recovery Coach training:** _____
- 10. **Training model utilized by Provider:** _____
- 11. **Does the Provider have experience working with child welfare clients?** Yes No
- 12. **Does the Provider conduct criminal background checks on its Recovery Coaches?** Yes No

EXHIBIT 2



AGREEMENT TO SPECIFICATIONS FORM

PROVIDER NAME: _____

RFP: Recovery Coach Services

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the **Recovery Coach Services** Request for Proposals, hereby proposes and agrees to fully perform the **Recovery Coach 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 October 1, 2017, for a term lasting until April 1, 2018 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 Recovery Coach services is established at a set rate and is nonnegotiable. Provider understands that the rates established for Recovery Coach services is intended to be inclusive of administrative costs and salary/payment to Recovery Coaches and Recovery Coach Supervisor(s). Provider further understands that any award amount will be contingent upon receipt of grant funds, and the total may adjust accordingly

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 Recovery Coach 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, etc).*

PROVIDERS SHALL ATTACH CERTIFICATES OF INSURANCE TO THIS FORM AS REQUIRED IN THE RFP.

EXHIBIT 3



CONFIDENTIALITY STATEMENT AND GENERAL RELEASE FOR RECOVERY COACHES

This instrument, executed by _____ (hereinafter "Recovery Coach"), a Recovery Coach, employed by _____, extinguishes the Recovery Coach's rights and claims against, and relieves from liability, Summit County Children Services Board, its employees, officers and Board of Trustees, (hereinafter collectively referred to as "SCCS"), as enumerated below. With intent to be legally bound and in consideration for the opportunity to provide Recovery Coach Services for SCCS clients and the families it services under the Summit County Collaborative on Trauma, Alcohol & Other Drug & Resiliency-Building Services for Children & Families (hereinafter "STARS"), Recovery Coach agrees as follows:

1. Recovery Coach agrees that *any* and *all* information regarding SCCS clients, foster care providers, juvenile court cases, children in custody, and child welfare investigations or any information that the client discloses to volunteer during the recovery coach services is confidential by law. Recovery Coach agrees that regardless of whether or not that confidential information was directly or intentionally communicated to Recovery Coach, such information is confidential. Recovery Coach agrees that information provided by SCCS shall remain the property of SCCS; Recovery Coach shall not disseminate confidential information containing names or data by which any individual or out-of-home care setting could be identified or deductively disclosed. Recovery Coach agrees to be bound by the same standards of confidentiality that apply to all employees of SCCS and the State of Ohio. Recovery Coach promises and agrees that Recovery Coach shall not disclose any confidential information regarding SCCS clients, foster care providers, juvenile court cases, children in custody or child welfare investigations, SCCS employees or agents or information disclosed during the recovery coach services to any other person unless specifically authorized in writing by the Executive Director of SCCS to do so. If the SCCS Executive Director gives Recovery Coach written authorization to make any such disclosures, Recovery Coach shall do so only within the limits and to the extent of that authorization. Furthermore, Recovery Coach agrees that all reports or other documents generated by Recovery Coach which contain SCCS data/information will be used solely for the purpose of Recovery Coach providing the recovery coach services described above and no other purpose. Recovery Coach accepts all liability for unauthorized dissemination of information.
2. Recovery Coach agrees that he/she is not an employee or agent of SCCS and that Recovery acts independently of SCCS and the STARS Collaborative.
3. Recovery Coach agrees to protect the identify of STARS participants and to abide by all laws and regulations applicable to the recovery coach services described above as well as the services provided by SCCS, including, but not limited to, the Health Information Portability and Accountability Act (HIPAA), the Code of Conduct for Recovery Coaches and State of Ohio Confidentiality laws applicable to SCCS.
4. Recovery Coach agrees to waive and not to bring any claims against SCCS that may arise out of performing recovery coach services as described above. Recovery Coach agrees that SCCS is not responsible or liable for any personal injury, emotional distress, or property damage that may arise out of or is in any way related to providing the recovery coach services described above.

Recovery Coach Signature

Date

Recovery Coach Name

Witness

Date

EXHIBIT 4



CONFIDENTIALITY STATEMENT AND GENERAL RELEASE FOR PROVIDER AGENCIES

This instrument, executed by _____, on behalf of _____ (hereinafter "Provider"), an agency which employs Recovery Coaches, extinguishes the Provider's rights and claims against, and relieves from liability, Summit County Children Services Board, its employees, officers and Board of Trustees, (hereinafter collectively referred to as "SCCS"), as enumerated below. With intent to be legally bound and in consideration for the opportunity to provide Recovery Coach Services for SCCS clients and the families it services under the Summit County Collaborative on Trauma, Alcohol & Other Drug & Resiliency-Building Services for Children & Families (hereinafter "STARS"), Recovery Coach agrees as follows:

1. Provider agrees that *any* and *all* information regarding SCCS clients, foster care providers, juvenile court cases, children in custody, and child welfare investigations or any information that the client discloses to volunteer during the recovery coach services is confidential by law. Provider agrees that regardless of whether or not that confidential information was directly or intentionally communicated to Provider and/or its employees or agents, such information is confidential. Provider agrees that information provided by SCCS shall remain the property of SCCS; Provider shall not disseminate confidential information containing names or data by which any individual or out-of-home care setting could be identified or deductively disclosed. Provider agrees that its employees shall be bound by the same standards of confidentiality that apply to all employees of SCCS and the State of Ohio. Provider promises and agrees that Provider shall not disclose any confidential information regarding SCCS clients, foster care providers, juvenile court cases, children in custody or child welfare investigations, SCCS employees or agents or information disclosed during the recovery coach services to any other person unless specifically authorized in writing by the Executive Director of SCCS to do so. If the SCCS Executive Director gives Provider written authorization to make any such disclosures, Provider shall do so only within the limits and to the extent of that authorization. Furthermore, Provider agrees that all reports or other documents generated by Provider which contain SCCS data/information will be used solely for the purpose of Provider providing the recovery coach services described above and no other purpose. Provider accepts all liability for unauthorized dissemination of information.
2. Provider agrees that it is not an agent of SCCS and that Provider acts independently of SCCS and the STARS Collaborative.
3. Provider agrees to protect the identify of STARS participants and to abide by all laws and regulations applicable to the recovery coach services described above as well as the services provided by SCCS, including, but not limited to, the Health Information Portability and Accountability Act (HIPPA), the Code of Conduct for Recovery Coaches and State of Ohio Confidentiality laws applicable to SCCS.
4. Provider agrees to waive and not to bring any claims against SCCS that may arise out of performing recovery coach services as described above. Provider agrees that SCCS is not responsible or liable for any personal injury, emotional distress, or property damage that may arise out of or is in any way related to providing the recovery coach services described above.

Duly Authorized Representative of Provider

Date

Title

Witness

Date

EXHIBIT 5

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, Vendor, Subcontractor or 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:

- I. **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.
- II. **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.
- III. **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.
- IV. **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.

- V. 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.
- VI. 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 _____, 2015 by:

Firm: _____

By: _____ Title: _____

Item: _____

Project: _____

EXHIBIT 7

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 8

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.

STATE OF OHIO)
) ss
COUNTY OF _____)

**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

STATE OF OHIO)
) ss
COUNTY OF _____)

**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 9

STATE OF OHIO)
) ss
COUNTY OF _____)

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



**RECOVERY COACH REQUEST FOR PROPOSALS (RFP)
PROPOSAL EVALUATION FORM**

- 1. **Provider entity name:** _____
- 2. **Date of proposal submission:** _____
- 3. **Number of Recovery Coaches employed:** _____
- 4. **Number of Recovery Coach Supervisors employed:** _____
- 5. **Did Provider submit fully completed copies of Exhibits 1-9 to the RFP?:** _____
- 6. **Is Provider eligible to do business in the State of Ohio?** _____

PROVIDER PROPOSAL SCORE:

PASS

FAIL

REVIEWER NAME (PRINT): _____

REVIEWER SIGNATURE: _____

DATE: _____

EXHIBIT 11

STARS Recovery Coach Data

Adult Name: _____
Adult Person ID: _____
Case ID: _____
Intake ID: _____
Intake Date: _____

Baseline Information:

Name of Recovery Coach (RC): _____ No Change
Date of STARS Referral for RC: _____
Date of Match with RC: _____
Date of first meeting with RC: _____

Monthly Client Contact Record:

Date of Contact	Form of Contact¹	Notes

Case Close Information

RC Case Close Date: _____
Close Reason: Successful Completion
 Neutral Completion:
 Unsuccessful Discharge:

Level of Engagement with RC (1-minimal to 5-High): _____
Level of Participation with RC (1-minimal to 5-High): _____

¹ 1. Face to Face; 2. Telephone; 3. Email; 4. Other; 5. Attempted Contact

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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 _____ (hereinafter referred to as “Business Associate”), with its principal place of business located at _____, executed by _____, its _____, 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 the last party executes this BAA.

WHEREAS, SCCS seeks a partner to provide the Recovery Coach Services;

WHEREAS, Business Associate is licensed, certified and approved to provide Recovery Coach Services in accordance with Ohio laws, and desires to provide such services for SCCS and its clients; 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 Agreement, 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 Provider 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.

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

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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 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.

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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:
 1. would not violate the Privacy Rule if done by SCCS; and
 2. 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' 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

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

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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.
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.

*****SIGNATURES WILL BE INCLUDED ON THE FINAL CONTRACT*****

EXHIBIT 13



SUMMIT COUNTY COLLABORATIVE ON TRAUMA, ALCOHOL & OTHER DRUG & RESILIENCY-BUILDING SERVICES FOR CHILDREN & FAMILIES

STARS PROGRAM RELEASE AND WAIVER FOR RECOVERY COACH SERVICES

AUTHORIZATION: I, _____ have agreed to voluntarily participate in
(Printed Name of Client)

Recovery Coach Services. I understand that this means that a Recovery Coach, someone who was previously addicted to drugs or alcohol, will be assigned to me by a third-party provider agency to help me in my journey to recovery. I understand that the role of Summit County Children Services (SCCS) is only to match me with a Recovery Coach. I understand that the Recovery Coach is not an employee or agent of SCCS and that SCCS does not control the actions of the Recovery Coach.

I understand that I may choose to disclose information about myself, my children, my medical history, my drug/alcohol use, and/or my child welfare history to the Recovery Coach. However, I acknowledge and understand that this information may be considered confidential pursuant to federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; the Health Insurance Portability and Accountability Act, Public Law 104-191; and Ohio law regarding child welfare records. I understand that any disclosure of confidential information to my Recovery Coach is voluntary and that SCCS shall not be legally liable for any unauthorized redisclosure of this information by my Recovery Coach or his/her employer.

In consideration of my participation in the Recovery Coach Program, I hereby agree as follows: on behalf of myself, my heirs, and my assigns, I hereby hold harmless, extinguish my rights and claims against, and relieve from liability, Summit County Children Services, its employees in their personal and professional capacities, its officers and Board of Trustees in their personal and professional capacities, and the County of Summit. I agree to waive and not to bring any claims or lawsuits against SCCS that may arise out of my participation in the Recovery Coach program. I expressly agree that SCCS is not responsible or liable for any tortious injury, criminal act, emotional distress, property damage, or other injury that may arise out of or is in any way related to my participation in the Recovery Coach program.

I have read the entire content of this document and understand its meaning. I have voluntarily entered into this Release and Waiver as of the date listed below.

Witness:

_____ Date

Client:

Printed Name

_____ Signature

_____ Date