



Summit County

CHILDREN SERVICES

Building Families . . . Building Futures

January 29, 2018

**REQUEST FOR PROPOSALS (RFP)
FOSTER CARE AND ADOPTION HOME STUDY
PROVIDER**

Three (3) hard copies of the complete Proposal
must be received by:

February 26, 2018 at 12:00 pm EST

Proposals may be submitted in person or by mail* to:

Summit County Children Services
ATTN: Trina Danzy, Department Director of Placement and Permanency Planning
264 South Arlington Street
Akron, Ohio 44306

Any questions regarding this RFP must be received
no later than 12:00 pm EST on February 7, 2018
to the attention of

Trina Danzy, Department Director of Placement and Permanency Planning
via e-mail to RFPPlacement@summitkids.org

*Proposals may NOT be submitted via email

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**Summit County Children Services
Foster Care and Adoption Home Study Provider
Request for Proposals**

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 community it serves, SCCS acts as a recommending agency for foster and adoptive homes to the Ohio Department of Jobs and Family Services (ODJFS). In continued support of its goals, SCCS is seeking written Proposals from qualified foster care and adoption home study providers for: a one (1) year contract for foster care and adoption home study services, with an option to extend the contract for an additional three (3) one (1) year terms, at SCCS’ discretion and subject to available funding. SCCS will accept Proposals from assessors who are sole practitioners and from agencies/organizations that employ assessors. SCCS completes home studies for families who are willing to be foster caregivers and foster-to-adopt parents. SCCS does not complete home studies for families interested in adoption only, unless it is for a specific child in the permanent custody of SCCS or another public children services agency.

II. CONTACT PERSON

Summit County Children Services
Trina Danzy, MSSA, LSW
Department Director, Placement and Permanency Planning
264 S. Arlington St.
Akron, Ohio 44306
Phone: 330-379-1871
Email: RFPPlacement@summitkids.org

III. TENTATIVE SCHEDULE OF EVENTS

1/29/2018	Request For Proposals Released to Vendors A notification of issuance and a copy of this RFP will be sent to known Providers of foster care/adoption home study services. A copy of this RFP will also be posted on the SCCS website, located at www.summitkids.org under the Bidding Opportunities Tab.
2/5/2018 – 9:30 AM – 10:30 AM EST	MANDATORY Provider Meeting SCCS will conduct a mandatory meeting with Providers who are interested in submitting a Proposal. The meeting will be held at Summit County Children Services, located at 264 S. Arlington Street, Akron, OH 44306 at 9:30 AM EST, in Women's Auxiliary Board (WAB) Room A. <u>THIS MEETING IS MANDATORY. Any</u>

	Provider who fails to attend this meeting may be disqualified from submitting a Proposal. Providers will have an opportunity to ask questions about the RFP at the meeting.
2/7/2018 at 12:00 PM EST	Question Submission Deadline Questions relating to this RFP must be RECEIVED by SCCS no later than 12:00pm EST on 2/7/2018 . SCCS will not respond to questions received after this deadline. Questions must be submitted via e-mail to RFPPlacement@summitkids.org . Questions submitted to any other e-mail address will not receive a response. Copies of questions received from Providers and SCCS' responses will be e-mailed to all Providers who attended the mandatory provider meeting.
2/26/2018 at 12:00 PM EST	Proposal Submission Deadline Proposal must be RECEIVED by SCCS no later than 12:00pm EST on 2/26/2018 . Three (3) hard copies of the complete and executed Proposal must be submitted by mail or hand delivery to Summit County Children Services, ATTN: Trina Danzy, Department Director of Placement and Permanency Planning, at 264 S. Arlington, Akron, Ohio 44306. Proposals submitted after the deadline set for receipt will not be considered. Proposals should be labeled: "Response to RFP for Home Studies." Proposals may not be submitted via e-mail, fax, or other electronic means.
2/26/2018 – 3/9/2018	Proposal Review Period
3/27/2018 (estimated)	Proposed Resolution Submitted to the SCCS Board of Trustees for Approval
April 2018 (estimated)	Notice of Award The Provider(s) to whom a contract shall be awarded will be notified of selection upon receipt of authorization by the Summit County Children Services Board of Trustees.
May 1, 2018 (estimated)	Projected Contract Commencement The contract term is estimated to commence on May 1, 2018.

IV. DEFINITIONS

- A. For purposes of this RFP, “**assessor**” means an individual who meets the following requirements and has completed ODJFS assessor training:
1. A licensed professional counselor, licensed social worker, or licensed marriage and family therapist; or,
 2. A licensed psychologist; or,
 3. A former employee of a public children services agency who, while so employed, conducted the duties of an assessor; or
 4. A civil service employee engaged in social work without a license as permitted by Ohio Revised Code 4757.41(A)(5).
- B. "**OAC**" means the Ohio Administrative Code.
- C. "**ORC**" means the Ohio Revised Code.
- D. "**ODJFS assessor training**" means Foster Care & Adoption Assessor Tier I and Tier II training through the Ohio Child Welfare Training Program (OCWTP). Each Tier shall include thirty-six (36) hours of training.
- E. "**Provider**" means the sole practitioner responding to this RFP if the assessor is self-employed, or the agency/organization responding to this RFP.

- F. **"Sole practitioner"** means a self-employed, individual assessor.
- G. **"Vendor"** is used interchangeably with "Provider" throughout this RFP, and has the same meaning.

V. SCOPE OF SERVICES

The primary role of the Foster Care and Adoption Home Study Provider will include the following services, in addition to those included in the "Contract" section below, all without limitation:

A. Required Services:

1. If Provider is an agency which employs assessors, Provider will assign a qualified assessor (as defined above) to conduct foster care/adoption home studies/assessments as directed by SCCS. If Provider is a sole practitioner, Provider will conduct foster care/adoption home studies/assessments as directed by SCCS.
2. The assessor will document the applicant's suitability to be certified as a foster caregiver or approved for adoption or approved for adoptive placement on the "Assessment for Child Placement" Form (JFS 01673).
3. The assessor will complete pre-finalization child specific adoption assessments as directed by SCCS.
4. The assessor will complete a "Multiple Children/Large Family Assessment" (JFS 01530) for any person seeking to adopt a child when a family has a total of five (5) or more children residing in the home, including foster children and children in kinship care; or if the family will have a total of five or more children residing in the home upon the adoptive placement of a child.

B. Compensation:

1. Compensation for such services performed will be provided as detailed in the "Contract" section below.

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VI. **GENERAL INFORMATION**

- A. **Subcontractors** – SCCS does not desire to have the Vendor rely on subcontractors as their primary source of staffing to meet the service needs of this RFP and resulting contract. If Vendor is considering the use of a subcontractor(s) for any part of the work described in this RFP, Vendor 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 Vendor 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 Vendor, including specifically releasing SCCS from any responsibility for payment in the event the Vendor fails to pay subcontractor(s). This release must be executed prior to any resulting contract, if the prospective Vendor 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 Vendor 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 Vendor 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. Vendor should not provide any materials or information Vendor deems proprietary or trade secret information unless Vendor designates such information as confidential and expressly requests such information not be considered public record. SCCS will review such confidentiality requests and advise Vendor as to its determination as to whether the information is of such nature that confidentiality is warranted. If materials/information are not marked "confidential," Vendor waives any right to assert such confidentiality.
- E. **Conflict of Interest** – Vendors 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 Vendor 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 Vendor 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 Vendors with current contracts in lieu of releasing a new RFP.

I. **Contractual Obligations**

1. A written contract drafted by SCCS and executed by and between SCCS and the selected Vendor will be executed following the award of the contract by the SCCS Board of Trustees. The contents of the RFP and commitments in the Proposal shall be considered contractual obligations if a contract results. The contract will bind the Vendor to provide services in accordance with the conditions of the RFP and accepted Proposal.
2. Vendor's Proposal becomes binding on Vendor 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 Vendor 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 Vendor refuses or fails to execute a contract with SCCS, it may result in cancellation of the award.

J. **Acceptance of Terms** – All of the Terms and Conditions of this RFP are deemed accepted by the Vendor and incorporated in its Proposal.

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VII. **CONTRACT** – The following **pages 9 to 29** contain the Agreement that will result from this RFP. In its sole discretion, SCCS reserves the right to amend or change the terms and conditions in the Agreement until it is executed by the SCCS and the selected Provider:

Foster Care and Adoption Home Study Provider Services Agreement

This Foster Care and Adoption Home Study Provider Services Agreement (hereinafter referred to as "Agreement") is entered into by Summit County Children Services, (hereinafter referred to as "SCCS"), a Public Children Services Agency authorized under Ohio Revised Code Section 5153, located at 264 S. Arlington Street, Akron Ohio 44306, executed by Julie Barnes, M.Ed., LSW, its Executive Director, duly authorized, and _____ (hereinafter referred to as "Provider"), an _____ (type of business), with its principal place of business located at _____, executed by _____, its _____, duly authorized. SCCS and Provider are collectively referred to herein as "Parties."

WHEREAS, SCCS solicited a Request for Proposals for a Foster Care and Adoption Home Study Provider ("RFP"), which is incorporated by reference as if fully rewritten herein, seeking an experienced and qualified service Provider to assist SCCS with completing foster care and adoption home studies for the benefit of children in the custody of SCCS; and,

WHEREAS, Provider submitted a qualified and responsive Proposal ("Proposal"), which is incorporated herein by reference as if fully rewritten; and,

WHEREAS, pursuant to the approval of the Summit County Children Services Board of Trustees by Resolution _____, SCCS now desires to enter into an Agreement with Provider for the provision of home study services.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter contained and for other good and valuable considerations, the receipt, and sufficiency whereof being hereby mutually acknowledged, the Parties hereto agree as follows:

I. Definition

- A. "**Assessor**" means an individual who meets the following requirements and has completed ODJFS assessor training:
 - i. A licensed professional counselor, licensed social worker, or licensed marriage and family therapist; or,
 - ii. A licensed psychologist; or,
 - iii. A former employee of a public children services agency who, while so employed, conducted the duties of an assessor; or
 - iv. A civil service employee engaged in social work without a license as permitted by Ohio Revised Code 4757.41(A)(5).
- B. "**OAC**" means the Ohio Administrative Code.
- C. "**ORC**" means the Ohio Revised Code.
- D. "**Assessor training**" means Foster Care & Adoption Assessor Tier I and Tier II training through the Ohio Child Welfare Training Program (OCWTP). Each Tier will include thirty-six (36) hours of training.
- E. "**Vendor**" is used interchangeably with "Provider" in this Agreement.
- F. "**Bidder**" is used interchangeably with "Provider" in this Agreement.

II. Scope of Services

Provider's primary role will be to perform all of the following services, without limitation:

A. Home Studies:

- i. Upon request from SCCS, Provider will assign a qualified assessor (as defined in Article I above) to conduct foster care/adoption home studies/assessments.
- ii. The assigned assessor will conduct thorough, professional foster home studies and joint (foster/adoptive) home studies as directed and assigned by SCCS. All home study assessments will be performed in strict compliance with Chapter 5101:2 of the OAC. It is expected that each home study will require the assigned assessor to conduct a minimum of three (3) to four (4) face-to-face visits with the applicant family in the applicant's home.
- iii. The assessor will document the applicant's suitability to be certified as a foster caregiver or approved for adoption or approved for adoptive placement on the "Assessment for Child Placement" Form (JFS 01673) in the Statewide Automated Child Welfare Information System (SACWIS).
- iv. The assessor will complete a "Multiple Children/Large Family Assessment" (JFS 01530) in SACWIS for any person seeking to adopt a child when a family has a total of five (5) or more children residing in the home, including foster children and children in kinship care, or if the family will have a total of five or more children residing in the home upon the adoptive placement of a child.
- v. All home studies will be thoroughly proof-read by the assigned assessor's supervisor. Provider will ensure that the home study is free from typographical and grammatical errors before submitting the home study to SCCS for review.
- vi. Provider is expected to incorporate any outstanding documentation into a home study. For example, if a home study is complete except for the receipt of an applicant family's medical records documentation, Provider is expected to revise its home study assessment as necessary to reference and incorporate the information obtained from the family's medical records. Any home study which fails to incorporate the necessary documentation will be treated as incomplete.
- vii. Provider will timely and correctly enter home study information into SACWIS.
- viii. Provider will also be responsible for full compliance with all requirements contained in SCCS' Home Studies for Foster Care and Adoption Policy & Procedure and SCCS' Standards of Conduct with regard to the performance of employees and contractors/providers related to compliance with the Multiethnic Placement Act.

B. Expectations of Providers:

- i. Provider will:
 - a. commence the assessment process within seven (7) days of assignment by SCCS; and,
 - b. complete the assessment within ninety (90) days of assignment by SCCS. In order for a home study to be considered "complete," Provider must obtain all necessary documentation from the applicant family within the ninety (90) day timeframe.
- ii. Provider will submit all necessary documentation with each home study. SCCS will not approve a home study unless and until all documentation is complete.
- iii. Provider will maintain contact with SCCS throughout the assessment process as follows:

- a. Provider will provide weekly written updates regarding the status of each home study assigned to Provider. Updates will be provided via e-mail to the designated SCCS Home Assessment Manager.
- b. Provider will promptly respond to any inquiries from SCCS regarding the status of a home study.
- c. Provider will first address and facilitate with regard to any issues or difficulties encountered during the home study process, then Provider will promptly contact the designated SCCS Home Assessment Manager regarding the same.
- iv. Provider will maintain all required licenses, certifications, and insurance during the contract term. Loss of any required licensure, certification, or insurance may result in the termination of this Agreement.
- v. Provider will document assessments accurately and use standardized forms provided by the Ohio Department of Jobs and Family Services (ODJFS) when required.

C. **Qualifications** - Provider must meet the following qualifications:

- i. All Provider assessors with access to SACWIS must sign and abide by the ODJFS Code of Responsibility for SACWIS access (ODJFS Form 07078).
- ii. All assessors assigned to work on this contract will be Certified Foster Care & Adoption Assessors. SCCS reserves the right to request proof of qualifications, including E-Track training records.
- iii. Provider will maintain the administrative capacity to complete the following activities:
 - a. Conduct timely, high quality foster/adoptive home assessments.
 - b. Prepare timely, accurate documentation.
 - c. Work amenably with, and provide timely, competent assistance to, foster/adoptive families.
 - d. Work closely and effectively with SCCS administrative staff members.
 - e. Maintain a staff comprised of qualified, licensed professionals.
- iv. All assessors will be trained on the requirements of the Multiethnic Placement Act (MEPA) of 1994, 42 U.S.C. 622(b)(7) et seq., and Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, as they apply to the foster care process, including sole practitioners. All assessors will be trained on impermissible language in home studies. All assessors will comply with SCCS' MEPA Standards of Conduct, which are attached hereto and incorporated herein by reference.
- v. All assessors should be trained on providing culturally competent services to a diverse population of clients, including sole practitioners. All assessors should have a knowledge base of clients' cultures and be able to demonstrate competence in the provision of services that are sensitive to clients' cultures and to differences among people and cultural groups.
- vi. All assessors must undergo an Ohio Bureau of Criminal Investigation (BCI) and Federal Bureau of Investigation (FBI) criminal history background check, as well as a review of sex offender registries. Provider is responsible for paying for criminal history background checks for its employees prior to assigning any employee to work on this Agreement. SCCS reserves the right to request full, un-redacted copies of background checks on all assessors assigned to work on this contract. Any assessor who has been convicted of or pled guilty to any offense listed in Ohio Revised Code § 5153.111 or Ohio Administrative Code § 5101:2-

5-09 will be disqualified from working on this Agreement. Those offenses are enumerated in **Exhibit B**, which is attached hereto and incorporated herein by reference.

III. Term

The term of this Agreement will commence on May 1, 2018 and will continue in full force and effect through April 30, 2019, subject to available funds, unless terminated earlier in accordance with the terms of this Agreement. The Parties agree that, upon expiration of the term of this Agreement, the Parties have the option to extend this Agreement for an additional three (3) terms of one (1) year each, at SCCS' discretion and subject to then-available funding. The election of the option to extend this Agreement requires a separate, written extension executed by the Parties. SCCS will not compensate Provider for any services rendered after the expiration of the one (1) year term of this Agreement unless a written extension has been executed by both Parties prior to the services being rendered.

IV. Compensation

- A. Provider may be assigned up to fifty (50) home studies over the one (1) year term of this Agreement; however, this number is just an estimate and SCCS does not warrant or guarantee that Provider will receive a specific number of home study assignments.
- B. Provider will conduct home studies/assessments in Summit County and the five (5) contiguous counties bordering Summit County at the same rates.
- C. Provider will commence each and every home study assessment within seven (7) days of assignment and submit the complete assessment with all necessary documentation within ninety (90) days of assignment by SCCS. Completion of assessment requires submission of all necessary documentation within the ninety (90) day period.
- D. In consideration for the services set forth in this Agreement, SCCS will pay Provider a total amount that, **may be less than, but shall not exceed** _____ for each home study completed to the satisfaction of SCCS within the required ninety (90) day timeframe. In total, as compensation for Provider's performance hereunder, SCCS agrees to pay Provider an **amount which may be less than, but shall not exceed**, _____ **annually**.
- E. Provider is responsible for submitting all necessary documentation with each home study assessment. SCCS will not approve home studies or compensate Provider for home studies until all documentation is complete and received by SCCS.
- F. The only situations in which SCCS will authorize a partial payment to Provider are as follows: Provider has attempted to schedule the necessary meetings with an applicant family, but the applicant family has failed to respond to Provider's attempts to contact them, or the applicant family withdraws from the licensure process. In these situations, payment will be made to Provider as follows:
 - i. If Provider has completed its written home study assessment but is unable to obtain the necessary collateral documentation (medical records, etc.) within the ninety (90) day timeframe despite documented, good faith efforts to obtain the documentation, SCCS will pay a partial payment of Fifty Percent (50%) of the total home study cost.
 - 1. Provider must submit all remaining outstanding documentation within one-hundred twenty (120) days of assignment by SCCS. Upon receipt of all remaining outstanding documentation within this timeframe, SCCS will pay Provider the remaining balance of the total home study cost. In the event that Provider is not able to obtain the outstanding documentation or is not able to submit the documentation within one

hundred and twenty (120) days of assignment, no additional payment will be made.

- ii. If Provider has not completed its written home study assessment within the ninety (90) day time frame due to the applicant family's failure to cooperate with Provider despite the documented, good faith efforts of Provider to contact the applicant family, or because the applicant family has withdrawn from the licensure process, SCCS will pay Provider One Hundred Dollars \$100 per face-to-face home visit completed with the applicant family, not to exceed Five Hundred Dollars (\$500) in any situation.
 - 1. If Provider lacks documented, good faith efforts to contact the applicant family, SCCS will not pay Provider any partial compensation under this section.
- iii. Relative to unmarried adoptive placement applicants, SCCS will compensate Provider for the cost of only one adoptive study.
- iv. Provider will not be compensated for any travel expenses, or any other expenses not set forth under Section IV. Compensation.

V. **Additional 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 prior to executing this contract.
- B. **Integrated Agreement/Order of Preference** - This Agreement, the RFP for Foster Care and Adoption Home Study Provider issued by SCCS on January 29, 2018, and Provider's Proposal will represent the complete understanding and entire and integrated Agreement between the Parties. Any promise or condition not contained in this Agreement, Provider's Proposal, or the RFP shall not be binding on the parties. Should any inconsistency or conflict exist between this document, the RFP, or Provider's Proposal, the following order of preference will apply:
 - i. This document; and then,
 - ii. the RFP issued by SCCS on January 29, 2018; and then,
 - iii. Provider's Proposal.
- C. **Business Associate Agreement** – Provider agrees to execute and abide by the terms and conditions of the Business Associate Agreement, which is attached hereto as **Exhibit A** and incorporated herein by reference as if fully rewritten
- D. **Indemnification** - The Provider and any Provider staff member providing services pursuant to this Agreement agree to 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, or willful or negligent act of the Provider or its staff, officers, employees, agents, or subcontractors; and 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 Provider will, 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.

- E. Liability - Provider agrees it is liable for any loss or damage to SCCS or injury to any child under the care of SCCS that results from the error, omission, negligence, or willful misconduct of Provider and/or its officers, employees, agents, and/or any Provider staff member providing services hereunder. In the event Provider and/or any Provider 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 any damage, injury, or death, this Agreement will terminate immediately. SCCS may pursue appropriate legal action to protect its rights in law or in equity.
- F. Compliance - Provider will comply with all applicable provisions of local, state, and federal law.
- G. Claims for Breach of Contract - Provider agrees that any claim or lawsuit against SCCS relating in any way to services provided hereunder must be filed no more than six (6) months after the date of the action that is the subject of the claim or lawsuit. Provider waives any statute of limitations to the contrary.
- H. Nondiscrimination - Provider and its employees, agents, and/or subcontractors will not discriminate in any manner in the performance of this Agreement by reason of race, color, religion, sex, age, national origin, sexual orientation, or disability and will comply with all federal, state, and local anti-discrimination laws, and any related applicable rules, regulations, and Executive Orders. 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 subcontractors must state that Provider or subcontractor is an equal opportunity employer.
- I. News Media - Providers are prohibited from speaking to representatives of the news media about any aspect of SCCS' operations, including but not limited to, programs, personnel, or clients. The SCCS Executive Director or her representative is the only authorized spokesperson for SCCS.
- J. Successors and Assigns - SCCS and Summit County and Provider each bind themselves, their successors, assigns, and legal representatives to the other party hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained herein.
- K. Severability - This Agreement is severable. If any provision of this Agreement is declared void or invalid by any court, all other provisions of this Agreement remain binding and fully enforceable.
- L. Governing Law - This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Any legal proceedings arising under this Agreement will 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.
- M. Notice - Any notices to be given under this Agreement by either party to the other may be effected in writing either by personal delivery or by registered or certified mail, with postage prepaid and return receipt requested. Mailed notices will be sent to the addresses appearing in the introductory paragraph of this Agreement. Notices to SCCS should be specifically addressed to the attention of the **Trina Danzy, Director of Placement and Permanency**

Planning. Each party may change the address or name of designated staff person to be notified by giving written notice of such change in accordance with the provisions of this paragraph. Notices will be deemed communicated when delivered personally to the appropriate address whether received or rejected by the addressee, if sent by certified mail, return receipt requested. Mailed notices will be deemed communicated two (2) days after the mailing.

- N. **Independent Contractor** - Provider and its employees, officers, subcontractors, agents, and staff members (collectively referred to as "Provider") acknowledges and agrees 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 Provider and will not have or claim any right arising from employee status with SCCS. Provider is responsible for payment of all employment-related federal, state, and local taxes as applicable along with any unemployment compensation, workers compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. Provider agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the term of this Agreement, Provider becomes disqualified from conducting business in Ohio for any reason, Provider must immediately notify SCCS of the disqualification and Provider will immediately cease performance of its obligation hereunder.
- O. **Insurance** - Provider will purchase and maintain for the term of the agreement insurance of the types and amounts described below and provide to SCCS on or before the effective date of this agreement, written proof of compliance with the insurance requirements described below, including if requested by SCCS, certified copies of all insurance policies. SCCS may request such written proof or certified copies from time to time as determined in its sole discretion:
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, on account of bodily injury, including death, or property damage, including products and completed operations, personal and advertising injury, and liability assumed under contract. Vendor's General Liability insurance requirements may be satisfied by the purchase of a combination of primary, excess, and/or umbrella insurance.
 2. Professional Liability insurance responding to claims of acts, errors, or omissions and professional liability arising from or connected with Provider's performance of its duties and responsibilities under this Agreement, and that of any employee or agent of Provider, or their failure to perform services in accordance with this Agreement. Said insurance will have limits of not less than Two Million Dollars (\$2,000,000) aggregate.
 3. Worker's 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.
 4. Except for Workers' Compensation insurance, all insurance herein required of Vendor will be endorsed to provide, and all insurance certificates will include a statement that the insurance covered by the certificate will not be cancelled, materially altered, or non-renewed with fewer than thirty (30) days prior written notice to SCCS. Vendor will

provide SCCS with 30 days advance written notice of policy cancellation, non-renewal, reduction of limits or material modification.

5. SCCS and the County of Summit, and their employees, elected and appointed officials, agents, and representatives will be included as additional insureds under Vendor's Commercial General Liability policy, using ISO additional insured endorsement CG 20 11 or a substitute form providing equivalent coverage, and under Vendor's Commercial Umbrella policy, if any; their Commercial General Liability and Commercial Umbrella insurance will apply as primary insurance with respect to any other insurance or self-insurance programs afforded to SCCS. There will be no endorsement or modification of the Commercial General 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, will be non-contributing.
6. If Vendor's liability insurance policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they will be endorsed to provide cross-liability coverage.
7. All insurance purchased by Vendor as required by this agreement, will be purchased from insurers whose AM Best rating will be "A-, VII" or higher.
8. Vendor will be responsible for any deductibles or retentions existing within the insurance purchased by Vendor.
9. Vendor's failure to maintain the levels of insurance required herein may result in cancellation of the award or termination of the Agreement resulting from this RFP, at SCCS' option, notwithstanding any contradictory provisions in herein.
10. Vendor will require all subcontractors, persons, agents, or independent contractors engaged by Vendor to provide services hereunder (hereinafter referred to as "Subcontractors"), to purchase and maintain insurance coverages, including terms, conditions and limits of liability, substantially similar (as determined in SCCS' sole discretion) to those set forth in this Section as respects Vendor. Upon request from SCCS, Vendor will deliver to SCCS written proof of all such insurance purchased and maintained by all Subcontractors.
11. To the extent any insurance purchased by Vendor or a Subcontractor is issued on a claims-made basis, such policy will 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.
12. By requiring insurance herein, SCCS does not represent that coverage and limits will necessarily be adequate to protect Vendor or any Subcontractor in the event of loss, and such coverage and limits will not be deemed as a limitation on Vendor's liability under the indemnities granted to SCCS in this Agreement.
13. SCCS reserves the right to unilaterally amend, revise or otherwise supplement the insurance requirements imposed upon Vendor, and may do so by communicating in writing such amendment or revision to Vendor.
14. Prior to execution of this Agreement, Vendor will furnish SCCS with copies of the aforementioned proof of insurance coverages as required herein, including monetary coverage values, effective dates, and including SCCS, the County, its agents, employees and Board of Trustees named as an additional insureds under the General, Professional, and Umbrella Policies.

P. Termination

- A. This Agreement will automatically terminate upon the expiration of the term stated in Article III of this Agreement unless extended in writing as provided for more fully in Article III.

- B. SCCS reserves the right to terminate any resulting contract for cause or convenience as follows:
- i. Upon a thirty (30) day written notice for any reason. Notice of such termination will be provided in writing and sent by Certified Mail at the address of or via hand-delivery to Provider's agent. Notice by hand-delivery will be deemed delivered at the time of the hand-delivery while notice by Certified Mail will be deemed delivered within forty-eight (48) hours from the postmarked date; or,
 - ii. Immediately in the event of breach of any provision of this Agreement by the Provider; or,
 - iii. Immediately if Provider violates any law or regulation in performing services herein; or,
 - iv. Immediately in the event of a bankruptcy filing by or against Provider, appointment of receiver to take charge of Provider's assets, or adjudication of Provider as bankrupt.
- C. In the event of termination under this Article, Provider will immediately stop all work and will immediately cause any of its suppliers or subcontractors to cease all work related to this Agreement, and will suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of suspension or termination describing the status of all work under the Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as SCCS may require.
- D. In the event of suspension or termination under this Article, Provider will be entitled to compensation, upon submissions of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by SCCS based on the payment terms set forth in Article IV, ("Compensation").
- E. Upon Provider's breach of this Agreement, SCCS may exercise any administrative, contractual, or legal remedies available to it without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences.
- Q. Waiver - Failure of either party to insist on performance of any term or condition of this Agreement exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right, or privilege in the future.
- R. Entire Agreement and Modification - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained herein will be valid or binding except as otherwise stated herein. No term or provision may be unilaterally modified or amended. Any alteration, variation, modification, or waiver of a provision of this Agreement will be valid only when reduced to writing, duly signed by the Parties to this Agreement. However, it is agreed by the Parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both Parties and effective as of the date of enactment of the law.
- S. Subcontracting - Provider will not utilize subcontractors to perform any portion of this Agreement without prior written approval from SCCS. In the event that SCCS authorizes Provider to utilize a subcontractor, Provider will enter into a written subcontracting

agreement with the subcontractor which contains the same terms, conditions, and covenants contained in the Agreement between Provider and SCCS. Additionally, the subcontractor will execute a Release stating that subcontractor will hold SCCS harmless from any liability related to the agreement between Provider and subcontractor, and expressly release SCCS from any responsibility for payment in the event the Provider fails to pay subcontractor. Provider will provide a copy of the subcontracting agreement to the designated Community Relations Manager upon execution of such an Agreement.

- T. Records, Documents and Information - Provider agrees that all records, documents, writings, or other information produced by Provider under this Agreement, and all records, documents, writings or other information used by Provider in the performance of this Agreement are treated according to the following terms:
1. All information which is classified as public record under the laws of the State of Ohio or under federal law will be treated as such by Provider. All information which is classified as confidential under the laws of the State of Ohio or under federal law will be treated as such by Provider. SCCS reserves the right to determine whether a record is public record or a confidential record.
 2. All information gathered by or divulged to Provider in the course of providing services hereunder, including, but not limited to information regarding SCCS clients, child abuse/neglect investigations, and prospective foster or adoptive parents will held to be strictly confidential by Provider. Provider agrees that it will not use any information, systems (including SACWIS), or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Provider agrees to be bound by the same standards of confidentiality that apply to the employees of SCCS and the State of Ohio. The terms of this Section will be included in any subcontracts executed by Provider for work under this Agreement.
 3. All records relating to costs, work performed, and supporting documentation for invoices submitted to SCCS by Provider will be retained and made available by Provider for audit by the State of Ohio (including, but not limited to, the Ohio Department of Jobs and Family Services, the Inspector General of Ohio, or any duly authorized law enforcement officials), and by agencies of the United States government for a minimum of three (3) years after this Agreement has terminated. If an audit, litigation, or other action is initiated during this time period, Provider will retain such records until the action is concluded and all issues resolved. Provider acknowledges that, in accordance with Section 149.431 of the Ohio Revised Code, certain financial records related to the performance of services under this Agreement may be deemed by SCCS to be public records.
- U. Confidentiality - No reports, summaries, information (written or oral), letters, or other documents prepared with respect to this Agreement, clients of, or children in the care of SCCS, or prospective foster or adoptive families will be released without the express written approval of the SCCS Executive Director. Any confidential information gained by Provider or any Provider employee, whether or not that confidential information was directly or intentionally communicated, is confidential. If the SCCS Executive Director gives Provider or any Provider employee written authorization to make any disclosures, Provider or Provider's employee will do so only within the limits and to the extent of that authorization. This provision will survive termination of this Agreement.
- V. 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 and incorporated herein by reference.

- W. Verification of Professional Credentials - Provider hereby attests that individuals/employees providing services under this Agreement possess a 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 this Agreement, such license is suspended or revoked, SCCS may immediately terminate this Agreement.
- X. Drug Free Workplace - Provider and its employees will comply with all Ohio laws regarding maintaining a drug-free workplace. Provider will make good faith efforts to ensure that all its officers, members, employees, agents, representatives, independent contractors, and subcontractors 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.
- Y. Provider Assurances and Certifications
1. Provider certifies that all services provided under the Agreement will comply with the Multiethnic Placement Act ("MEPA"), 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
 2. Provider will refer all cases in which there may be compelling reasons to consider race, color, or national origin in the placement of a child to SCCS for assessment pursuant to OAC rules 5101: 2-42-18.1 and 5101:2-48-13.
 3. Provider will adopt written standards of conduct that will govern the performance of its employees or subcontractors, as that performance relates to compliance with MEPA and Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., as they apply to the foster care and the adoption process (Title VI). The Provider's written standards of conduct will:
 - i. Prohibit denying any person the opportunity to become a foster parent caregiver or an adoptive parent on the basis of race, color, or national origin of that person, or of the child involved; or delaying or denying any placement of a child in foster care or for adoption on the basis of the race, color, or national origin of the foster caregiver(s), or of the adoptive parent(s) of the child involved; and,
 - ii. Include enforcement requirements to be used whenever an agency employee or contractor engages in discriminatory acts, policies, or practices involving race, color, or national origin in the foster care or adoption process as determined by ODJFS upon completion of the investigation conducted pursuant to OAC rule 5101:2-33-03. The standards will provide for the submission of a corrective action plan whenever an investigation conducted by ODJFS, pursuant to OAC rule 5101:2-33-03, results in a finding that an agency employee or contractor engaged in discriminatory acts, policies, or practices. The standards will state that the corrective action plan will address how the agency will prevent further violations

by the employee or contractor and will require that the corrective action plan be submitted to ODJFS within thirty days of notification of the findings of the investigation.

4. If applicable, all of Provider's foster caregiver recruitment activities and materials will be in compliance with MEPA and Title VI of the Civil Rights Act, the Indian Child Welfare Act of 1978 (25 U.S.C.A 1901, et seq., as amended), and the Adoption and Safe Families Act of 1997.
5. 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.
6. 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.
7. 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.
8. The Provider certifies compliance with the American with Disabilities Act, Public Law 101-226.
9. In accordance with OAC 5101:2-33-11, SCCS has adopted the written MEPA Standards of Conduct attached hereto. SCCS' MEPA Standards of Conduct are incorporated herein by reference as if fully rewritten, and Provider will be responsible for informing its employees of these Standards of Conduct and their duty to comply with these Standards of Conduct.

Z. Persons with Documented History of Assaultive Behavior - Provider acknowledges that SCCS prohibits persons (including employees, volunteers, interns, consultants, and/or contractors) with any documented history of assaultive behavior from serving SCCS clients. The Provider agrees that, in accordance with SCCS policy, the Provider will not permit any employee with such history to provide services to SCCS clients under this Agreement.

AA. Harassment - Provider's employees will not engage in any sexually harassing or offensive conduct. 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, text messages, social media posts, etc.).

BB. Use of Copyrighted Materials - Provider warrants that any materials provided by Provider for use by SCCS pursuant to this Agreement will not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of "fair use," as that concept is defined in the Copyright Act. Provider will be solely responsible for ensuring that any materials provided by Provider for use by SCCS pursuant to this Agreement satisfy this requirement. Provider agrees to hold SCCS harmless from all liability or loss, including debt or expense for attorneys' fees to which SCCS is exposed on account of Provider's failure to perform this duty. Provider further guarantees that it has the right and authority to grant ownership or license. Provider agrees to hold SCCS harmless from all liability or loss,

including debt or expense for attorneys' fees to which SCCS is exposed on account of Provider's failure to perform this duty.

- CC. Headings - The headings in this Agreement are for convenience only, and will not be used to modify, limit, or extend any provision.
- DD. Unresolved Findings Of Recovery - Pursuant to Ohio Revised Code § 9.24, Provider warrants and represents that no unresolved findings of recovery have been issued against Company by the Auditor of the State of Ohio.
- EE. Conflict of Interest - Provider warrants that Provider, its officers, members, and employees do not have any interest, nor will they acquire any interest which is incompatible or in conflict with or which would compromise the discharge and fulfillment of Provider's duties and responsibilities hereunder, whether personal, professional, direct, or indirect. If Provider, its officers, members, or employees acquire any incompatible, conflicting, or compromising personal or professional interest, Provider will immediately disclose such interest in writing to **Trina Danzy, Director of Placement and Permanency Planning**. If any such conflicting interest develops, Provider agrees that the person with the conflicting interest will not participate in any activities related to this Agreement until such time as SCCS, through its Executive Director, determines such participation would not be contrary to the public good and interest.
- Provider agrees: (1) to refrain from promising or giving to SCCS employees anything of value to manifest improper influence upon the employee; (2) not to solicit employees to violate the SCCS standards of conduct; (3) to refrain from conflicts of interest; and, (4) to certify that Provider complies with Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.
- FF. 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.
- GG. 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.
- HH. Illegal Alien Status - Provider certifies that Provider will not employ any 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.
- II. Assignment - Provider will not assign this Agreement without the written consent of SCCS; nor will the Provider assign any moneys due or to become due hereunder without SCCS' prior written consent.
- JJ. Force Majeure - Each party will be excused from performance under this Agreement and will have no liability to any other party for any period it is prevented from performing any of its obligations as a result of delay caused by an act of God, terrorism, civil disturbance, or any other condition beyond either party's control.

Signatures appear on the following page.

Exhibit A

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("BAA") is by and between Summit County Children Services, a public children services agency authorized by Ohio Revised Code 5153, 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" or "Provider"), 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."

WHEREAS, SCCS seeks a Provider agency to provide Foster Care and Adoption Home Study Services; and,

WHEREAS, Business Associate and its employees are licensed, certified, and/or approved to provide Foster Care and Adoption Home Study Services in accordance with Ohio law, 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 persons served by Business Associate as appropriate.

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

- A. 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 will work with all health care providers and business associates proffering services to SCCS children and clients to ensure compliance with HIPAA.
- B. The Parties believe Provider is a "Business Associate" for purposes of the HIPAA Privacy and Security Rules.
- C. 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.
- D. 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

- A. "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.

- B. "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).
- C. "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.
- D. "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.
- E. Other terms used but not otherwise defined in this BAA will have the same meaning as those terms have in the Privacy and Security Rules.

III. OBLIGATIONS AND ACTIVITIES

- A. Business Associate will not use or disclose PHI other than as permitted or required by law or as provided in this BAA.
- B. Business Associate will 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. Business Associate agrees to make any amendment(s) to PHI that the SCCS directs or agrees to pursuant to 45 CFR 164.526.
- H. 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.

- I. The Parties agree to notify each other about material changes in their HIPAA privacy policies and procedures.

IV. PERMITTED USES AND DISCLOSURES

- A. Business Associate may use or disclose PHI as Required by Law or permitted under this BAA.
- B. 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.
- C. Business Associate agrees that uses and disclosures of PHI will be made in accordance with SCCS' minimum necessary policies.

V. TERM AND TERMINATION

- A. **Term.** This BAA will continue in effect until terminated in writing by either party.
- B. **Effect of Termination.** When feasible, and where permitted by Ohio Law, and where mutually agreed upon by the Parties, both Parties will return or destroy all PHI received from the other party. Where return or destruction is not feasible, Business Associate will 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

- A. **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 and pay all attorneys' fees, damages, court costs, and other expenses arising out of such litigation or claims incurred in connection therewith; and Business Associate will, 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 will survive the termination of this BAA.
- B. **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.
- C. **Compliance.** Business Associate agrees to comply with all applicable federal, state, and local laws, orders, rules, and regulations.
- D. **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 will have no authority, express or implied, to commit or obligate Business Associate in any manner whatsoever.

- E. **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 will not be waived or altered, in whole or in part, except in writing signed by the parties.
- F. **No Third Party Beneficiaries.** Nothing expressed or implied in this BAA is intended or will be deemed to confer upon any person other than SCCS, Business Associate, and their respective successors and assigns, any rights, obligations, remedies, or liabilities.
- G. **Notice.** All notices and other communications required or permitted pursuant to this BAA will be in writing. All notices will be effective as of the date of delivery.
- H. **Governing Law.** This BAA will be governed by, and interpreted in accordance with, the laws of the State of Ohio.
- I. **Entire Agreement.** This BAA contains the entire agreement of the parties with respect to the subject matter of this BAA.

Signatures appear on the following page.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Business Associate Agreement on the dates indicated below.

Summit County Children Service

by: _____ / /
Julie Barnes, M.Ed., LSW Date
Executive Director
Duly Authorized

_____ (provider)

by: _____ / / Date
_____ (agent)
_____ (title)
Duly Authorized

SCCS DISQUALIFYING OFFENSES CHECKLIST

OFFENSE	R.C.	OFFENSE	R.C.
Abduction	2905.02	Illegal manufacture of controlled substance or cultivation of marijuana	2925.04
Abortion without informed consent prohibited; unmarried minors	2919.12	Illegal use of a minor in nudity-oriented material or performance	2907.323
Adulteration of food	3716.11	Importuning	2907.07
Aggravated riot	2917.02	Improperly discharging firearm at or into habitation or school safety zone	2923.161
Aggravated arson	2909.02	Inciting to violence	2917.01
Aggravated assault	2903.12	Interference with custody (previously Child stealing)	2919.23
Aggravated burglary	2911.11	Involuntary manslaughter	2903.04
Aggravated menacing	2903.21	Kidnapping	2905.01
Aggravated murder	2903.01	Making terroristic threats	2909.23
Aggravated robbery	2911.01	Menacing	2903.22
Arson	2909.03	Menacing by stalking	2903.211
Assault	2903.13	Murder	2903.02
Burglary	2911.12	Operating vehicle under the influence of alcohol or drugs (if the person previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation)	4511.19
Carrying concealed weapons	2923.12	Pandering obscenity	2907.32
Child stealing (as this law existed prior to July 1, 1996)	2905.04	Pandering obscenity involving a minor	2907.321
Compelling prostitution	2907.21	Pandering sexually oriented matter involving a minor	2907.322
**Conspiracy (if it involved an attempt to commit aggravated murder or murder)	2923.01	Patient abuse or neglect	2903.34
Contributing to the unruliness or delinquency of a child	2919.24	*Permitting child abuse	2903.15
Corrupting another with drugs	2925.02	Possession (if not a minor possession offense)	2925.11
Criminal child enticement	2905.05	Procuring	2907.23
Cruelty to animals	959.13	Promoting prostitution	2907.22
Disseminating matter harmful to juveniles	2907.31	Prostitution - after positive HIV test	2907.25
Domestic violence	2919.25	Public indecency	2907.09
Endangering children	2919.22	Rape	2907.02
Ethnic intimidation	2927.12	Robbery	2911.02

Failing to provide for a functionally impaired person	2903.16	Sexual battery	2907.03
Felonious assault	2903.11	Sexual imposition	2907.06
Felonious sexual penetration (as this former section of law existed)	2907.12	Support of terrorism	2909.22
Funding of drug or marijuana trafficking	2925.05	Terrorism	2909.24
Gross sexual imposition	2907.05	Trafficking offenses	2925.03
Having weapons while under disability	2923.13	Unlawful sexual conduct with a minor	2907.04
Identity fraud	2913.49	Voluntary manslaughter	2903.03
Illegal administration or distribution of anabolic steroids	2925.06	Voyeurism	2907.08

The above is the last part of the Agreement that will result from this RFP. The remainder of this page left intentionally blank.

VIII. EVALUATION CRITERIA

A. Preliminary Review

1. A preliminary review will be conducted to examine whether the Proposal meets the minimum requirements and mandatory conditions specified in the RFP. This includes:
 - a. The Proposal must comply with the required delivery method, location for delivery and timeliness set forth in this RFP. The Proposal must be either hand delivered, courier delivered, or mailed and have been received at the address indicated in the RFP by **12:00pm EST on 2/26/2018**. A Proposal received after this time will be immediately rejected.
 - b. There must be three (3) hard copies of the signed original Proposal.
2. Proposals must meet the format specifications set forth in Section IX (Proposal Format), including inclusion of the Provider Checklist, alpha tabs corresponding with the Checklist, and all required attachments.
3. **Any deviation may result in a loss of points and may be cause to reject the Proposal in its entirety.** SCCS reserves the right to declare a Proposal non-responsive if it fails to conform to the requirements in this section.
4. SCCS reserves the right to waive deviations or errors in the Proposal format at its sole discretion.

B. Evaluation

1. Each Proposal that passes the Preliminary Review will be reviewed, evaluated, and scored by a review committee comprised of individuals selected at the sole discretion of SCCS. 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. The review committee will conduct a review of Proposals which pass the Preliminary Review. The review committee will evaluate and score each Proposal against the Evaluation Criteria defined below. During the evaluation, Provider may be requested to provide additional information for purposes of clarification. Provider may also be requested to appear before the review committee for an Interview or Presentation to respond to questions from the review committee and to present any additional information requested by the SCCS review committee. If SCCS requests presentations or additional information from one or more Providers, the review committee is NOT required to request information from all of the Providers. Failure to respond to such requests for information will result in the Provider's Proposal being reviewed as submitted.
3. The review committee will review and discuss each Provider's Proposal and come to an agreement on a consensus score, although each member may maintain separate, written comments as to the strengths and weaknesses. If follow-up interviews, presentations, or documented clarifications are requested from any Provider, the review committee may revise the scores of the Proposals based on the information obtained during the follow-up interview, presentation, or discussion by applying it to the Evaluation Criteria specified in the RFP.
4. 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 evaluation.

5. SCCS reserves the right to waive any informality or irregularities in the Proposal.
6. During the evaluation, negotiation, and selection processes, committee members may not disclose information from one proposer to another proposer. All information provided by proposers shall remain confidential until after the conclusion of the procurement process.
7. The evaluation and determination of SCCS is final and is subject to approval by the Board of Trustees.

C. Acceptance of Proposals

1. SCCS reserves the right to accept any Proposal or combination of Proposals which are deemed most favorable and advantageous to SCCS taking into account all evaluation criteria and requirements set forth herein and any subsequent interviews or other follow up.
2. The terms and conditions contained in this RFP and the representations contained in the successful Proposal shall become contractual obligations for the Provider upon execution of the contract and shall be incorporated by reference into any Agreement resulting from this RFP.
3. SCCS reserves the right to negotiate different or additional provisions to those stipulated in the Proposal, recommend and/or award in amount(s) less than stated in the RFP, and/or negotiate a reduction or increase in service levels commensurate with funding availability.
4. All of the terms and conditions of this RFP are deemed accepted by the Provider and incorporated in its Proposal. SCCS reserves the right to reject a Proposal from any Provider who does not agree to perform the full scope of services contemplated in this RFP.
5. The successful Provider must have the ability to accept the terms of the contract agreement and enter into an Agreement with SCCS upon notification that the contract has been awarded to Provider. Refusal of a successful Provider to execute a contractual agreement drafted by SCCS may result in cancellation of the award.

D. Rejection of Proposals

1. Proposals not submitted by the RFP submission deadline will not be considered and will be rejected by SCCS.
2. SCCS reserves the right to reject proposals from Providers who fail to attend the mandatory provider meeting
3. SCCS reserves the right to reject any or all Proposals, in whole or in part, for any reason.
4. SCCS further reserves the right to reject any or all Proposals as follows:
 - a. at any time in the RFP process, including after review of all Proposals;
 - b. any part or parts of any Proposal, for any reason whatsoever;
 - c. where the Provider takes exception to the terms and conditions of the RFP;
 - d. where the Provider fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP;

- e. where the Provider submits prices that SCCS considers to be excessive, compared to existing market conditions, or SCCS determines the submitted pricing exceeds the available funds of SCCS;
 - f. where the Provider makes a material error in its Proposal and does not cure said error prior to the Proposal submission deadline. SCCS reserves the right to determine what constitutes a material error;
 - g. 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 supplies or services offered through all of the proposals submitted to SCCS are not in compliance with the requirements, specifications, and terms and conditions set forth in the request for proposals;
 - b. The prices submitted by the Provider are excessive compared to existing market conditions or exceed the available funds of the contracting authority; or
 - c. 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 or to follow the proposal format requested may disqualify the Proposal. **Any deviation from these requirements may be cause for loss of points and may be cause to reject the Proposal.**
 9. All Proposals may also be rejected if funding cannot be appropriated.

E. Award

1. Based upon its Evaluation, SCCS may award a contract to one or more Provider(s) whose Proposal is determined to be the most beneficial and advantageous to SCCS, taking into consideration price in addition to the evaluation factors and criteria set forth in this RFP.
2. SCCS reserves the right to award a contract in whole or in part to one or multiple Providers.
3. SCCS will contact the Provider(s) with the highest cumulative score(s) to negotiate the final terms and conditions of the contract, including, but not limited to, cost. Preliminary selection of a proposal does not guarantee that SCCS will award a contract to that Provider. SCCS reserves the right to terminate negotiations with the highest ranked Provider and to begin negotiations with the next highest ranked Provider if SCCS and the Provider preliminarily selected cannot reach an agreement on the final terms and conditions of the contract.
4. **SCCS reserves the right to negotiate the contract price with the Provider whose proposal is determined to be the most beneficial and advantage to SCCS. SCCS is not obligated to award the contract to the Provider who submits the lowest price quotation.**
5. 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. If SCCS terminates negotiations with a Provider, SCCS shall negotiate with the Provider whose proposal is ranked the next most advantageous to SCCS according to the factors and criteria developed in this RFP.

6. If the successful Provider fails to execute the Agreement, SCCS may award the contract to another Provider whose Proposal met the requirements of the RFP.
7. The recommendation of the Summit County Children Services Board of Trustees is final.
8. SCCS will not be contractually bound until and unless a written agreement has been fully executed. SCCS contracts are not valid and enforceable until the SCCS Board of Trustees approves the contract and the contract is fully executed by the authorized signatory of the recommended Provider and the Executive Director of SCCS.
9. The terms and conditions contained in this RFP and any representations, affirmations, or offers made in the selected Proposal will be contractual obligations on the selected Provider upon execution of the resulting contract.

F. Evaluation Criteria:

Proposals will be assessed and assigned points in the areas listed below. Point assessments are at the sole discretion of SCCS and are not subject to appeal.

EVALUATION CRITERIA	MAXIMUM POSSIBLE POINTS
Responsiveness of proposal to the requirements set forth in the RFP	PASS/FAIL
Appropriate licensures/qualifications	PASS/FAIL
Agreement to specifications stated in RFP	PASS/FAIL
Experience conducting foster care and adoption assessments	20
Quality of sample home study	20
References	10
Training	10
Quality of written presentation	5
Ability to access to the Statewide Automated Child Welfare Information System (SACWIS)	5
Cost	20
Total Possible Points	80

IX. PROPOSAL FORMAT

A. **Proposal Responses.** Proposals shall be prepared as simply and straightforwardly as possible. Each responsive Proposal must contain the following information. Proposals which fail to include all of the information required herein may be rejected as non-conforming.

1. **Cover Letter** – Provider should provide a cover letter with a brief introduction to the entity submitting the proposal, including, but not limited to:
 - i. The name and title of the main contact for communications related to the Proposal and this RFP, and all contact information (email, direct office phone, fax, etc.).
 - ii. If Provider is an agency, please include the following information:
 - a. Type of legal entity (i.e., corporation, partnership, sole proprietorship, etc.); and,
 - b. The legal name of the entity; and,
 - c. The entity's principal place of business address; and,
 - d. A brief summary of the entity's organizational structure, its mission, and services offered; and,
 - e. The names, titles, education, and certification of key personnel who will be working on the services sought herein.
 - iii. If Provider is a sole practitioner, please include the following information:
 - a. The educational background of the sole practitioner;
 - b. Licensures/certification(s) of the sole practitioner.
 - iv. The Letter **MUST be Signed** by the person authorized to legally bind the Provider to the terms of the Proposal and should include the position/title the signer holds (i.e. CEO, President, Director).
2. **Summary of Services** – Provider should provide a narrative response which addresses, at a minimum, the following information:
 - i. **Training** – Provider should address in detail the following:
 - a. whether Provider (if a sole practitioner) or its employees (if any entity) have completed the required assessor training Tiers I and II through the Ohio Child Welfare Training Program, and, if so, the dates of completion of each employee who may be assigned to work on a contract resulting from this RFP; and,
 - b. Whether Provider's staff is trained on the Multiethnic Placement Act (MEPA); the method of training used; and the frequency of MEPA training; and,
 - c. Whether Provider's staff is trained on cultural competence and diversity.
 - ii. **Experience** – Provider should address in detail its experience conducting home studies for foster care/adoption, including the number of years that Provider has provided home study services and the average number of home studies completed by Provider each year.
 - iii. **Staffing** – Provider should address in detail the following:
 - a. If Provider is an agency, number of assessors employed by Provider;
 - b. For both agencies and sole practitioners, whether Provider has current criminal background checks available for all assessors, and whether

those background checks included fingerprinting;

- c. For agencies and sole practitioners, Provider's monthly capacity for home studies (i.e. the maximum number of newly assigned home studies that Provider can accommodate each month).

3. Exhibits – The following documents are attached to this RFP. **Some exhibits must be filled out and included as part of Provider's proposal; therefore, Provider should read the following information carefully.**

- i. **Proposal Checklist** – Exhibit 1 – The purpose of the Proposal Checklist is to provide a format for Provider's Proposal response. Providers should use the Proposal Checklist as a table of contents for the Proposal and guide for organizing the Proposal. **The Proposal Checklist should be included as the first page in the Proposal, before Tab A.** The Provider's Proposal should be organized in the order provided in the Proposal Checklist. Each section of the Proposal should include clearly marked tabs corresponding to the alphabetical labeling on the Proposal Checklist. SCCS provides the Proposal Checklist as a guide to assist Vendors with assembling their Proposal; however the Checklist is not a substitute for a careful reading of and compliance with the RFP.
- ii. **Proposed Pricing** – Exhibit 2 – Providers will include its proposed per-home study cost and an annual "not to exceed" cost.
- iii. **References** – Exhibit 3 – will be completed with contact information for two (2) organizations of similar size to SCCS for whom Provider has provided home study services in the past. SCCS reserves the right to contact any and all of these references in order to assess Provider's past performance, qualifications, and experience, and to consider this information in assessing Provider's Proposal.
- iv. **Attachments** – The following attachments listed below are attached to the RFP as Exhibits and incorporated herein by reference. All of the following must be completed and submitted as part of Provider's Proposal in the corresponding alphabetical tab identified in the Proposal Checklist, including notarization where applicable.
 - a. Agreement to Specifications Form – Exhibit 4
 - b. Equal Employment Opportunity Affidavit – Exhibit 5
 - c. Non-Discrimination Certification – Exhibit 6
 - d. Ethics Certification – Exhibit 7
 - e. Delinquent Personal Property Tax – Exhibit 8
 - f. Affidavit of Non-Collusion – Exhibit 9

4. Required Attachments – Provider shall attach the following documents to its Proposal. **FAILURE TO INCLUDE THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.**

- i. One (1) example of a home study completed by Provider or Provider's employee(s). The home study may be redacted where necessary and

- appropriate.
- ii. A Certificate of Insurance demonstrating the levels of coverage required in the Agreement that will result from this RFP.
 - iii. Proof of professional licensure of any assessor who may be assigned to work on a contract resulting from this RFP (ex: social work license, psychologist's license, etc).

The remainder of this page left intentionally blank.

EXHIBIT 1

PROPOSAL CHECKLIST

SECTION	PROPOSAL CONTENTS	√ (to indicate included)	Page # in Proposal
A	Cover Letter*		
B	Summary of Services		
C	Proposed Pricing* – Exhibit 2		
D	References – Exhibit 3		
E	Agreement to Specifications Form* - Exhibit 4		
F	Equal Employment Opportunity Affidavit – Exhibit 5		
G	Non-Discrimination Certification – Exhibit 6		
H	Ethics Certification – Exhibit 7		
I	Delinquent Personal Property Tax Affidavit – Exhibit 8		
J	Affidavit of Non-Collusion – Exhibit 9		
K	Provider's Sample Home Study		
L	Provider's Certificate of Insurance		
M	Provider's Professional Licensures/Certifications		

* **Original MUST be Signed in BLUE INK** by the person authorized to legally bind the Vendor to the terms of the Proposal and should include the position/title the signer holds (i.e. CEO, President, Director).

REFERENCES

By providing the names and information of references below, Provider authorizes SCCS to contact any person identified herein for purpose of investigating experience and job performance. SCCS may reject any Proposal which fails to include complete information herein.

1. Name of Entity/Organization:

- a. Contact Person (Name & Phone Number):**
- b. Address:**
- c. Contract Term:**

2. Name of Entity/Organization:

- a. Contact Person (Name & Phone Number):**
- b. Address:**
- c. Contract Term:**

AGREEMENT TO SPECIFICATIONS FORM

VENDOR NAME: _____

RFP: Foster Care & Adoption Home Studies RFP

On behalf of the above-named Vendor, I certify that I am a duly authorized agent of Vendor with the authority to bind the Vendor to the terms and conditions set forth in this RFP. I further certify that Vendor accepts each and every clause in this RFP without exception. By signing below, I indicate Vendor's acceptance of each and every request, mandate, expectation, and requirement set forth in the RFP, and will comply with the same without exception.

Signature of Duly Authorized Agent of Vendor

Date

Print Name: _____

Title: _____

****Original must be signed in BLUE ink.***

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, and/or 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:

1. **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.
2. **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.
3. **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.

4. 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.
5. 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.
6. 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 _____, 2018 by:

Firm: _____

By: _____ Title: _____

Project: **Foster Care & Adoption Home Studies RFP**

**CERTIFICATION FOR NONDISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY**

_____ (Name of Provider) understands that, 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 here under, no Provider, 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.

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: _____

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. Providers shall execute only ONE of the following Affidavits.

1. The first Affidavit is to be completed if there is **no liability** for delinquent Property taxes in Summit County, Ohio.

-OR-

2. The second Affidavit is to be completed only if there **are outstanding, delinquent** Property taxes in Summit County, Ohio.

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

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 _____ 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 _____, 2015.

Notary Public