



Summit County
CHILDREN SERVICES
Building Families . . . Building Futures

May 1, 2018

**REQUEST FOR PROPOSALS (RFP)
MENTAL HEALTH SERVICES**

One Original and Two (2) Copies of the complete Proposal must be submitted and received by:

May 25, 2018 at 12:00 pm EST

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

Summit County Children Services
Attention: Tracy Mayfield
264 South Arlington Street
Akron, Ohio 44306

*Proposals may not be submitted via e-mail.

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**Summit County Children Services
MENTAL HEALTH SERVICES (2018)
Request for Proposals**

I. INTRODUCTION

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

To accomplish its mission, Summit County Children Services provides a variety of services predicated on the belief that, whenever possible, the best place for children is in their own home. When the best interests of children requires removal from their home, the least restrictive placement alternatives are secured while reunification plans are implemented, or other permanency options are secured. In order to meet the needs of the children and community it services, SCCS must be prepared to provide mental health services to such children and their parents. In continued support of its goals, SCCS is issuing this Request for Proposals ("RFP") from qualified mental health services providers for a one (1) year contract for mental health services with an option to renew the contract for four (4) additional one (1) year terms, at SCCS' discretion and subject to available funding.

II. DEFINITIONS

- A. "Offeror" means the provider, entity, organization, and individual that submits Proposals and accompanying materials to SCCS in response to the RFP solicitation. "Offeror" may be used interchangeably with "Provider."
- B. "Response" means the Proposal and accompanying materials submitted by the Offeror in response to the RFP solicitation.
- C. "Provider" means the agency or organization which employs mental health professionals, or the mental health professional if an independent practice, and provides mental health services. "Provider" may be used interchangeably with "Offeror."

III. CONTACT PERSON

Summit County Children Services
Tracy Mayfield
Department Director of Social Service Programs
264 S. Arlington St.
Akron, Ohio 44306
Phone: 330-996-7255
Email: TMayfield@summitkids.org

IV. EXPECTED SCHEDULE OF EVENTS

05/1/2018	Request For Proposals Released to Providers A copy will be sent to at least three (3) Providers, and a copy will be posted on the SCCS website located at www.summitkids.org under the Bidding Opportunities Tab.
05/10/2018	Registration of Interest Deadline Registration of Interest to be submitted by 12:00pm EST on 05/10/18. SCCS requests that interested Providers register their interest in submitting a Response to this RFP via e-mail to TMayfield@summitkids.org by May 10, 2018 to ensure they receive all communications regarding the RFP. Registrations of Interest are non-binding and do not obligate the Provider to submit a Proposal.
05/15/2018	Question Submission Deadline Questions must be RECEIVED by SCCS no later than 12:00pm EST on 05/15/2018. Questions regarding the RFP must be forwarded on or before 12:00pm EST on 05/15/2018 in writing to Tracy Mayfield at TMayfield@summitkids.org .
05/25/2018	Proposal Submission Deadline Proposal must be RECEIVED by SCCS no later than 12:00pm EST on 05/25/2018. One (1) Original and Two (2) copies of the fully completed and executed Proposals must be submitted to Summit County Children Services, ATTN: Tracy Mayfield, at 264 S. Arlington, Akron, Ohio 44306. Proposals submitted after the time set for the receipt will not be considered. Proposals should be labeled: "Response to RFP for Mental Health Services 2018"
05/25/2018 – 06/15/2018 (estimated)	Proposal Review Period
TBD	Proposed time for Interviews, Presentation, Follow-up, and/or clarification as necessary
06/26/2018 (estimated)	Proposed Resolution Submitted to the SCCS Board of Trustees for Approval
06/15/2018 (estimated)	Notice of Award pending approval of SCCS Board of Trustees The Provider(s) to whom a contract shall be awarded will receive confirmation of selection upon receipt of authorization by the Summit County Children Services Board of Trustees.
July 1, 2018	Projected Contract Commencement The contract term is estimated to commence in July, 2018 for a one (1) year term, with the option to extend the contract for four (4) additional one (1) year terms at SCCS' discretion and subject to available funding and agreement of the Parties to the contract.

- A. **Registration of Interest** – SCCS requests that interested Providers register their interest in submitting a Response to this RFP via e-mail to TMayfield@summitkids.org by May 10, 2018 to ensure they receive all communications regarding the RFP. Registrations of Interest are non-binding and do not obligate the Provider to submit a Proposal.
- B. **Question and Answer Period** – SCCS will accept questions regarding this RFP anytime during the question and answer period only. Questions must be in writing and sent via electronic mail to the contact person identified in Section III. SCCS will disregard any questions received after 12:00pm EST on 05/15/2018. When responding to the Questions, SCCS will send responses to all Providers who have submitted Registrations of Interest in accordance with Paragraph A of this section.

- C. **RFP Updates** – SCCS will provide updates, amendments, and responses to questions to those interested Providers who submitted a Registration of Interest in accordance with Paragraph A of this section. It is Provider's responsibility to advise SCCS of any changes to contact information or preference to include multiple contacts to ensure receipt of updates. SCCS is not responsible for incorrect email addresses, undeliverable mail due to recipient mailbox exceeding its limit, and/or other email or Internet related issues.
- D. **Schedule of Events** – SCCS reserves the right to revise this schedule.
- E. **Proposal Submission** – Proposals MUST be received by SCCS no later than 12:00pm EST on 5/25/2015. Proposals may be submitted in person or by mail to:

Summit County Children Services
Tracy Mayfield
Department Director of Social Service Programs
264 S. Arlington St.
Akron, Ohio 44306

Proposals may NOT be delivered via facsimile or any other electronic means. Hand delivery can take place only during normal business hours of 8:30am to 4:30pm Monday through Friday, prior to the Proposal Submission Deadline. Provider assumes the risk for any delay caused by any chosen delivery method. **Proposals submitted after the time set for the receipt will not be considered.** Proposals should be labeled: "Response to RFP for Mental Health Services 2018."

The remainder of this page intentionally left blank.

V. **GENERAL INFORMATION**

- A. **Communication Prohibitions** - From the initial development phase of this RFP until an actual contract(s) is awarded, there may be no communications concerning the RFP between any person, organization, or other business entity submitting a Proposal and members of the SCCS Board of Trustees, the Review Committee, or any staff member of SCCS other than as detailed herein. Providers who fail to comply with this prohibition risk elimination of their Proposal from further consideration.
- Exceptions** – The only exceptions to this prohibition on communication are as follows:
- a. Communications with the identified contact herein during the RFP Question and Answer period;
 - b. As necessary in any on-going business relationship separate from the RFP;
 - c. As part of any interview, proposal clarification process, or negotiations initiated by SCCS, which is determined by SCCS to be necessary to make a final selection.
- B. **Subcontractors** - SCCS does not desire to have the Provider rely on subcontractors as their primary source of staffing to meet the service needs of this RFP and resulting contract. If Provider is considering the use of a subcontractor(s) for any part of the work described in this RFP, Provider shall clearly identify the proposed subcontractor(s) and their role in providing services. The Proposal must include a letter of support from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:
1. Subcontractor's legal status, federal tax ID number and principle place of business address;
 2. Name and phone number of a person authorized to legally bind the subcontractor to contractual obligations;
 3. A complete description of the work the subcontractor will do;
 4. A commitment to do the work, if the prospective Provider is selected for the contract; and
 5. Willingness to execute a Release which would hold SCCS harmless from any liability related to the agreement with Provider, including specifically releasing SCCS from any responsibility for payment in the event the Provider fails to pay subcontractor(s). This release must be executed prior to any resulting contract, if the prospective Provider is selected for the contract.
- C. **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.
- D. **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.
- E. **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.

Exception: In order to ensure fair and impartial evaluation, Proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under 149.43 of the Revised Code shall not be available until after the award of the contract.

- F. **Conflict of Interest** - Providers shall not promise or give to any SCCS employee, agent, or any member of its Board of Trustees anything of value that could influence that person's decision on awarding a contract. Any Provider who violates the requirements and prohibitions set forth in the ORC, OAC, Federal Procurement Regulations, or SCCS policies and procedures will be subject to termination of their contract, if a current contract exists, or refusal by SCCS to enter into an Agreement with the violator.
- G. **Examination and Responsiveness to the RFP** - Providers are expected to read and be familiar with the entire RFP. Providers' Proposal should be responsive to the RFP and comply with the proposal in a manner that makes it clear that they understand and responded to all sections of the RFP.
- H. **No Payment for Proposal Preparation** - SCCS is not liable for any Proposal preparation expenses Provider incurs.
- I. **Withdrawing Proposals** – A submitted Proposal may be withdrawn by written request prior to award or denial of a contract.
- J. **SCCS Rights and Conditions**
 - 1. Ohio Revised Code Section 307.90 and 307.91 permits SCCS to reject all bids, waive technicalities, amend the original estimate, and to advertise for new proposals or bids on the required services if SCCS determines that award of a contract is not in the best interest of SCCS, prices submitted are excessive compared to the market, or the proposals are non-responsive.
 - 2. 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 up until the time a contract is signed by the SCCS Executive Director.
 - 3. SCCS is the final authority in determining if a proposal is responsive or non-responsive to the terms and conditions of the RFP.
 - 4. SCCS reserves the right to award a single contract, multiple contracts, or to reject any or all proposals or parts of proposals received.
 - 5. SCCS reserves the right to negotiate the scope of work and costs on proposals and to request Providers to submit a best and final offer.
 - 6. 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, changes in technology, product substitutions due to unavailability of product specified, price changes, 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.

7. SCCS may, at its sole discretion, waive minor errors or omissions in any Proposal.
8. SCCS reserves the right to request Providers to provide clarifications, make oral presentations, or submit additional information pertaining to their Proposals.
9. 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.
10. SCCS reserves the right, if additional funds become available, to make additional awards based on the remaining proposals submitted in response to this RFP and/or to provide additional funds to successful Providers in lieu of releasing a new RFP.

K. 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.

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

The remainder of this page left intentionally blank.

VI. CONTRACT – The following pages 9 to 32 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 SCCS and the selected Provider. Some terms and conditions may change dependent on the services offered within Provider's Proposal:

AGREEMENT FOR MENTAL HEALTH SERVICES

This Agreement for Mental Health Services (hereinafter referred to as "Agreement") is made by and between Summit County Children Services (hereinafter referred to as "SCCS"), a public children services agency authorized under Ohio Revised Code Section 5153, located at 264 South Arlington Street, Akron, Ohio 44306, by Julie Barnes, M.Ed., LSW, its Executive Director, duly authorized, and _____ (hereinafter referred to as "Provider") with its principal place of business located at _____, acting by _____, its _____, duly authorized. SCCS and Provider will be collectively referred to as the "Parties."

WHEREAS, the mission of SCCS is to serve the abused, neglected, and dependent children of Summit County. To that end, SCCS arranges services to aid families in need and provides substitute care/protective services to children at risk. To effectively meet the needs of such families and children, SCCS wishes to engage the services of a qualified provider of mental health services; and,

WHEREAS, pursuant to Resolution 04-2018-24/C, SCCS issued a Request for Proposals Mental Health Treatment Services (hereinafter "RFP"), which is incorporated by reference as if fully rewritten herein; and,

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

WHEREAS, Provider is licensed, qualified, and provides services that meet the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) Standards of Service Quality, the relevant requirements listed in the Ohio Administrative Code, professional licensure standards, and relevant requirements listed in the Ohio Revised Code; and,

WHEREAS, any Provider staff member providing services hereunder is an employee of Provider, and is either a duly qualified doctor of psychiatric medicine, clinical psychologist, or a duly qualified psychology assistant/intern directly supervised by a licensed clinical psychologist engaged in the specialized practice of providing psychological or psychiatric services to children, adolescents, and/or adults; and,

WHEREAS, pursuant to Resolution _____, the SCCS Board of Trustees authorized the SCCS Executive Director to enter into a contract with Provider for the provision of mental health services.

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

I. DEFINITIONS

Unless specifically provided otherwise or the context requires, when used in this Agreement, the following terms are defined as provided below:

"Licensed Professional Clinical Counselor" means a counselor licensed by the Counselor, Social Worker, and Marriage and Family Therapist Board to practice professional counseling and the unsupervised diagnosis and treatment of mental and emotional disorders and conditions.

"Licensed Professional Counselor" means a counselor licensed by the Counselor, Social Worker and Marriage and Family Therapist Board to practice professional counseling.

"Medication Monitoring" means monitoring the effects of medication, symptoms, behavioral health education, and collaboration with the individual and/or family as clinically indicated.

"MEPA" means The Mutli-Ethnic Placement act of 1994.

"Psychiatrist" (DO or MD) means an individual who holds a current valid license to practice medicine according to Ohio Revised Code Chapter 4731, issued by the state medical board, who has satisfactorily completed a residency training program in psychiatry as approved by the residency review committee of the accreditation council for graduate medical education of the American medical association, the committee on postgraduate education of the American osteopathic association, or the American osteopathic board of neurology and psychiatry, or who has been recognized as of July 1, 1989, as a psychiatrist by the Ohio medical association or Ohio osteopathic association, on the basis of formal training and five or more years of medical practice limited to psychiatry, or who is a licensed physician working under a temporary license and completing a residency in psychiatry. (Ohio Admin. Code § 5122-24-01)

"Psychologist" "Psychologist" means any person who holds self out to the public by any title or description of services incorporating the words "psychologic," "psychological," "psychologist," "psychology," or any other terms that imply the person is trained, experienced, or an expert in the field of psychology. (Ohio Revised Code § 4732.01)

"Psychology assistant" "Psychology Assistant" means a person with a master's degree in psychology who may or may not be working toward licensure in psychology. (Ohio Admin. Code § 4732-13-03)

"Psychology intern" means persons under appropriate supervision, working toward licensure in psychology. (Ohio Admin. Code § 4732-13-03)

II. TERM

This Agreement will commence on **July 1, 2018** and continue in full force and effect up to

and including **June 30, 2019**, with the option to extend for four (4) additional one (1) year terms at the discretion of SCCS and subject to then-available funding, unless terminated earlier as provided for in Section V ("Termination") of this Agreement.

III. SCCS RESPONSIBILITIES

1. Upon referring an individual to Provider for mental health services, SCCS will:
 - a. Furnish Provider with written authorization or referral to provide services;
 - b. Obtain consent to release to Provider relevant historical data from SCCS case records and furnish such information to Provider; and,
 - c. On their initial visit, accompany children referred to Provider for psychological or psychiatric assessments.
2. Adult clients referred to Provider by SCCS will be responsible for scheduling their own appointments and arranging payment, unless a duly authorized representative of SCCS has previously agreed to pay for an assessment.

IV. PROVIDER RESPONSIBILITIES

1. Standards of Care and Legal Compliance: All services provided under this Agreement must adhere to acceptable and prevailing standards of care. All services provided to SCCS and its clients must meet, at a minimum, the following standards:
 - a. The Joint Commission on Accreditation of Healthcare Organizations (JCAHO) Standards of Service Quality;
 - b. Any/all requirements pertaining to the licensure of psychologists and the delivery of psychology services contained in Chapter 4732 of the Ohio Revised Code;
 - c. Any/all requirements pertaining to the licensure of professional counselors and the delivery of professional counseling services contained in Chapter 4757 of the Ohio Revised Code;
 - d. If Provider is licensed or accredited by the Ohio Department of Mental Health and Addiction Services, any/all requirements pertaining to such licensure or accreditation;
 - e. All requirements of the Health Insurance Portability and Accountability Act of 1996 applicable to Covered Entities and/or Business Associates;
 - f. Ethical standards promulgated by Provider's professional licensure board or authority;
 - g. Any other standards, laws, or regulations applicable to the delivery of mental health services in the State of Ohio;
 - h. Pursuant to Ohio Revised Code § 2151.421, any employee of Provider who knows or has reasonable cause to suspect that a child under eighteen (18) years of age or a developmentally delayed or physically impaired child under twenty-one (21) years of age has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect will immediately report such information to SCCS or to law enforcement.
 - i. Pursuant to Ohio Revised Code § 2305.51, if a client of SCCS, including a child in the custody of SCCS, has communicated an explicit threat of inflicting imminent and serious physical harm to or causing the death of one or more clearly identifiable potential victims, and Provider has reason to believe the client/patient has the intent

and ability to carry out the threat, Provider has a duty to predict, warn of, and/or take precautions to provide protection from the violent behavior of the mental health client/patient. Provider will follow the requirements of ORC § 2305.51, and must notify SCCS of any such incidents or situations.

- j. Provider will ensure that employees providing services to SCCS and its clients have undergone an Ohio Bureau of Criminal Investigation (BCI) and Federal Bureau of Investigation (FBI) background check. Any employee who has been convicted of or pled guilty to an offense of moral turpitude or an offense contained in Appendix A to Ohio Administrative Code § 5101:2-7-14 will not be permitted to provide services to SCCS clients.

2. Provider Requirements:

- a. Provider must have the organizational capacity to begin providing services to SCCS and its clients immediately following the execution of this Agreement, and must maintain sufficient organizational capacity to meet the needs of SCCS and its clients throughout the term of this Agreement.
- b. Provider must have an emergency coverage plan in place, such that there is never a break or gap in provision of mental health services to SCCS clients.
- c. Only qualified licensed psychologists, or psychological assistants or interns under the **direct supervision** of a licensed psychologist will conduct psychological evaluations of SCCS clients. At its sole discretion, SCCS may require that a licensed psychologist conduct the evaluation/assessment or provide counseling to SCCS clients, rather than a psychological assistant or intern.
- d. Only a licensed child/adolescent psychiatrist will provide psychiatric services to children in the custody of SCCS, including, but not limited to, the prescription of psychotropic medication and medication monitoring services. If Provider does not employ a child/adolescent psychiatrist, Provider will facilitate referrals to a licensed child/adolescent psychiatrist when appropriate.
- e. All mental health services provided to children in SCCS custody associated with high-profile or media-involved cases will be conducted by a licensed psychologist or psychiatrist unless otherwise approved in writing by the SCCS Deputy Executive Director of Social Services. If SCCS refers a child for mental health services in a case which SCCS considers high risk and/or high-profile/media-involved, the SCCS Deputy Executive Director of Social Services or designated Department Director will contact Provider directly and indicate the case is considered high-profile. From the point in time that SCCS determines such a case to be high risk and/or high-profile/media-involved, SCCS will involve Provider in case planning regarding Provider's expected role, reporting requirements, and case testimony expectations. SCCS will inform Provider of all timelines associated with the case. The licensed psychologist and/or psychiatrist will communicate directly with the SCCS Deputy Executive Director of Social Services or designee to provide consultation and case recommendations on high risk and/or high profile/media-involved cases.
- f. Any psychiatrist or psychologist providing services pursuant to this Agreement must possess a current, valid license to practice psychiatry or psychology issued by the State of Ohio. Provider will provide SCCS with a copy of such current license

- and respective biannual renewals.
- g. Any psychologist providing services hereunder must meet the standards of the American Psychology Association.
 - h. Any psychiatrist providing services must meet the standards of the American Psychiatry Association.
 - i. Provider employees providing services to SCCS or its clients under this Agreement shall not have a history of investigation or discipline by their professional licensing board.
 - j. Any Provider designated staff member providing services hereunder must be a citizen of the United States or must have obtained proper visas or credentials necessary to be legally employed in the United States during the term of this Agreement and Provider must provide SCCS proof thereof.
 - k. SCCS will have the right to determine which member of Provider's staff will provide the requested services.
3. Provision of Services: As directed and specifically requested by SCCS, Provider's responsibilities include, but are not limited to:
- a. Quickly and efficiently accepting, processing, and assigning SCCS' referrals for mental health services.
 - b. Providing mental health evaluations of children in the custody of SCCS to address relevant mental health concerns.
 - 1. Only qualified, licensed psychologists, psychology assistants, or psychology interns will conduct such psychological evaluations.
 - 2. When applicable and appropriate, Provider will assist in referring children for medication or special treatment options as Provider determines necessary and advisable as a result of the assessment/evaluation and as agreed upon by SCCS.
 - 3. Provider will submit a written psychological report to SCCS within two to four (2-4) weeks of conducting an assessment/evaluation.
 - c. Provide parenting assessments of parents referred to Provider by SCCS in order to assess the parents' ability to meet their child(ren)'s needs, parent their child(ren) effectively, and provide a safe, stable, and permanent home.
 - 1. Provider will provide SCCS with a written report containing the results and recommendations within thirty (30) days of the assessment. Provider's report should clearly detail and explain the parent's ability to parent their child(ren), as well as any services which would assist the parent in doing so more effectively.
 - 2. Recommendations related to parenting must be realistic and attainable.
 - 3. Provider will meet with parent to review the assessment and recommendations within a reasonable window of time after completing the assessment.
 - d. Conduct risk assessments of children in the custody of SCCS who are sexual or violent offenders.
 - 1. If Provider identifies a child as a "moderate" to "high" risk to re-offend or recidivate, or as otherwise requested by SCCS, Provider will provide SCCS with an oral assessment immediately following completion of the assessment.
 - e. Conduct sex offender assessments of adults with clear recommendations for treatment or rehabilitation, as applicable and appropriate.

- f. Provide counseling services to children in the custody of SCCS.
 - 1. Provider will submit written Individual Service Plans quarterly to SCCS for all children engaged in counseling services with Provider.
 - 2. Provider will maintain ongoing telephone communication with the assigned SCCS caseworker, as treatment needs dictate.
- g. Conduct professional psychiatric mental health examinations of children in SCCS custody, which will only be conducted by a qualified licensed child and adolescent psychiatrist, and will be inclusive of all of the following:
 - 1. Treatment recommendations;
 - 2. Prescription of medication (if necessary);
 - 3. Medication monitoring (if applicable).
 - B. Whenever Provider prescribes medication or modifies prior prescriptions for a child in the custody of SCCS, Provider will submit written notice of the prescription order to the SCCS Department Director of Social Service Programs, as well as the assigned SCCS caseworker and his/her supervisor.
- h. Provide professional expert witness testimony as necessary, pursuant to request or subpoena, and work cooperatively with prosecutors to develop a plan for testimony so as to minimize the psychologist or psychiatrist's waiting time.
- i. Provide the testimony of a record's custodian upon request or subpoena.
- j. In accordance with applicable laws, maintain complete and accurate records of all consultations/assessments/evaluations and any other services rendered.
- k. Ensure availability for telephone consultation with SCCS social services staff whenever necessary.
- l. Participation in case staffings or other meetings as available and as requested by SCCS.
- m. At all times, Provider will perform all duties, tasks, responsibilities in accordance with this Agreement, the RFP, and Provider's Proposal and will further act in compliance with all applicable laws, maintain complete and accurate records of all consultations/assessments/evaluations. Provider will devote time to the performance of the duties contained herein as is reasonably necessary for a satisfactory, timely performance.

V. TERMINATION

- 1. This Agreement will terminate upon the completion of the term of this Agreement as stated in Section II herein, unless extended in a writing executed by the duly authorized representatives of both Parties.
- 2. This Agreement will be subject to termination in the event of any of the following of circumstances, without limitation:
 - a. By mutual, written consent of the parties hereto;
 - b. Suspension of a psychologist or psychiatrist's license to practice in the State of Ohio;
 - c. Death of a psychologist or psychiatrist, when there is not another psychologist or psychiatrist acceptable to SCCS available to assume the prior psychologist or psychiatrist's cases;

- d. Inability of a psychologist or psychiatrist to perform his/her duties hereunder for a period of more than four (4) weeks by reason of sickness, accident or otherwise, when there is not another psychologist or psychiatrist acceptable to SCCS available to assume the prior psychologist or psychiatrist's cases;
 - e. Irreconcilable differences between the parties;
 - f. Fraud or dishonesty of Provider or any Provider designated staff member providing services hereunder;
 - g. Failure to complete work assignments in a manner satisfactory to SCCS;
 - h. Commission of a crime by any Provider staff member providing services under this Agreement which is injurious to SCCS, its trustees, officers, or employees, its reputation, and/or the children under the care of SCCS, their foster parents, or SCCS clients;
 - i. Psychologist or Psychiatrist's loss of visa or loss of the privilege of remaining and/or working in the United States, when there is not another psychologist or psychiatrist acceptable to SCCS available to assume the prior psychologist or psychiatrist's cases.
 - j. Provider defaults in meeting its obligations under this Agreement and fails to cure its default within fourteen (14) days;
 - k. A petition in bankruptcy or similar proceeding has been filed by or against Provider; a receiver, trustee in bankruptcy, or similar officer has been appointed to take charge of Provider's assets; or Provider is adjudicated as bankrupt.
 - l. SCCS may terminate this Agreement if there is a lack of funding due to reductions in government appropriations at the state or federal level, discontinuance of levy funds, or Summit County Council's failure to approve SCCS' budget during any calendar year included in the term of this Agreement.
3. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement for any reason by giving thirty (30) days' written notice to the other party in accordance with the notice provisions of **Section VII(11) of this Agreement (Notice)**.
 4. Upon termination of this Agreement, Provider will have no further obligation to provide mental health services for SCCS and SCCS will have no further obligation to pay compensation to Provider beyond that for services rendered before the notice of termination is received. However, if an employee of Provider is required to provide court testimony regarding a case referred to Provider prior to termination, Provider will be compensated for testimony in accordance with the compensatory terms indicated below.
 5. Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, SCCS may exercise any administrative, contractual, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.

VI. COMPENSATION

1. All payments made by SCCS for services provided hereunder are subject to the provisions of **Section VI(7)** below.
2. Payment for services provided hereunder will be in accordance with the following:

Service	Cost to SCCS	Additional Restrictions
Evaluations/Risk Assessments, including testing and reports	\$	Provider will bill Medicaid or private insurance where applicable.
Testing only	\$	None
Evaluation Report only	\$	None
For Experts: Testimony/Wait Time	\$100.00/Hour	Capped at a maximum billable amount of \$400.00 per case
Testimony Preparation (if case settles)	\$100.00	Flat Rate
Diagnostic Assessments	\$	Provider will bill Medicaid or private insurance where applicable; rate paid by SCCS not to exceed Medicaid caps
Counseling Sessions	\$/Session	Provider will bill Medicaid or private insurance where applicable; rate paid by SCCS not to exceed Medicaid caps
Psychiatric Diagnostic Assessment	\$	Provider will bill Medicaid or private insurance where applicable; rate paid by SCCS not to exceed Medicaid caps
Psychiatric Sessions	\$/Session	Provider will bill Medicaid or private insurance where applicable; rate paid by SCCS not to exceed Medicaid caps

AND/OR

Client	Medicaid Status	Service	Cost to SCCS	Additional Restrictions
Child in SCCS Custody	Eligible	Evaluation (MEPA or Adoption Attachment/Bonding)		None
		Evaluation Report		None
		Counseling Sessions		None
Child in SCCS Custody	Not Eligible	Evaluation (MEPA or Adoption Attachment/Bonding)		Limited to 4 Sessions 1. Additional sessions require prior written authorization of Director of Social Services. 2. In the event that SCCS directs Provider to initiate services prior to establishing Medicaid benefits for a child, Provider agrees to bill Medicaid for such services immediately upon Medicaid availability.

		Testing		None
		Evaluation Report		None
		Diagnostic Assessment Session		None
		Counseling Sessions		None
Child in SCCS Custody	NA	Specific Client Letter requested by SCCS		Only provided at the request of SCCS

AND/OR

As otherwise proposed by Provider and agreed to between Provider and SCCS.

3. Relative to providing **expert** testimony, Provider will be entitled to compensation for time spent at court testifying and waiting to be called to testify at a rate of One Hundred Dollars (\$100.00) per hour, which will be billed in respective actual minute increments, with a maximum billable amount of Four Hundred Dollars (\$400.00) per case for testifying and waiting time combined. If a case settles after Provider has prepared to provide expert testimony, but prior to the psychologist or psychiatrist actually testifying, the Provider will be entitled a flat fee of One Hundred Dollars (\$100.00) in addition to compensation for time spent at court waiting to be called to testify with a maximum billable amount of One Hundred Dollars (\$100.00) for waiting time.
4. In consideration for all services provided hereunder, SCCS will pay Provider a **total amount that may be less than, but will not exceed <TO BE DETERMINED> annually.**
5. Provider will bill SCCS for actual hours of service. Time spent in preparation for providing consulting and/or psychological services to clients of SCCS and expert witness testimony (other than provided for in **Paragraph 3** above) is not chargeable.
6. If SCCS requires a quantity of services that will exceed the maximum amount payable as stated in **Paragraph 4** above, the Parties understand that they may increase the amount payable under this Agreement only by mutual, written amendment signed by the SCCS Executive Director and Provider, and subject to the approval of the SCCS Board of Trustees.
7. SCCS will pay Provider for professional services according to the following terms:
 - a. Prior to initiating parental assessment services, psychiatric/psychological, and or other mental health services to children in the custody of SCCS, their parents, or other SCCS clients, Provider will screen children/parents/other SCCS clients to determine whether they qualify for Medicaid coverage or maintain individual medical insurance that will cover the costs of the evaluation/assessment, psychiatric/psychological, or other mental health service. Provider will exhaust all other potential payment sources before submitting a bill to SCCS for the cost of services performed hereunder.
 - b. Invoices will be issued monthly by Provider to SCCS for payment and such

invoices will detail hours of work and services provided.

- c. SCCS will provide no employment benefits or direct compensation to any Provider designated staff member providing services hereunder.
- d. Subject to SCCS' determination that Provider's performance was satisfactory, SCCS will make reasonable efforts to provide payment to Provider within thirty (30) days of invoice receipt.

VII. TERMS AND CONDITIONS

1. Licenses

All licenses required by the State of Ohio and/or local community, if any, which are necessary to perform the services herein must be obtained prior to executing this contract.

2. 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.

3. Complete Agreement

This Agreement, the RFP for Mental Health Treatment Services issued in May 2018, and Provider's Proposal submitted in response to the RFP will together represent the entire and integrated Agreement between Provider and SCCS, and will supersede all prior negotiations, representations, and/or agreements, whether written or oral. Should any inconsistency or conflict exist between this Agreement, the RFP, and Provider's Proposal, this Agreement will control. 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.

4. 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.

5. **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:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

- f. 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.
- g. 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.
- h. Vendor will be responsible for any deductibles or retentions existing within the insurance purchased by Vendor.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. 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.

6. **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.

7. **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.

8. **Compliance**

Provider will comply with all applicable provisions of local, state, and federal law.

9. **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.

10. **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.

11. **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 Tracy Mayfield, Department Director of

Social Service Programs. 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.

12. **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 the SCCS Executive Director. 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.

13. **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.

14. **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:

- a. 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.
- b. 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.

- c. 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.

15. **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.

16. **Business Associate Agreement**

To ensure compliance with the Health Insurance Portability and Accountability Act, 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

17. **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.

18. **Harassment**
Provider's employees will not engage in any sexually harassing or offensive conduct in the workplace. Said conduct may include, but is not limited to, the following:
- a. Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
 - b. Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and offensive or personal references;
 - c. Demeaning, insulting, intimidating, or sexually suggestive comments about an individual;
 - d. The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, or photographs; or,
 - e. Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages (such as email, instant messaging, social media, and internet materials, etc.)
19. **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.
20. **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.
21. **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.
22. **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.

23. **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.
24. **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.
25. **Background Checks & Notification of Persons Serving Children & Families**
Prior to assigning any employee to provide services to SCCS clients, Provider will conduct background checks on all employees, volunteers, and/or interns providing services to SCCS clients under this Agreement. The Provider will conduct a review of state and federal child abuse and neglect registries, as well as sex offender registries. Any person who has been convicted of or pled guilty to any of the offenses listed in Appendix A to Ohio Administrative Code 5101:2-7-14 is prohibited from providing services to SCCS clients. Provider will provide copies of the background checks to SCCS upon request.
26. **Prohibition of Corporal & Degrading Punishment**
SCCS prohibits the use of corporal or degrading punishment against children served by SCCS.
27. **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.
28. **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.

29. **Headings**
The headings in this Agreement are for convenience only, and will not be used to modify, limit, or extend any provision.
30. **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.
31. **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.
32. **Assignment**
No party may assign this Agreement without the written consent of the other Party. In the event of an assignment by one Party to which the other Party have consented, the assignee or a legal representative will agree in writing to personally assume, perform, and be bound by the covenants, obligations and agreements contained herein. Failure to do so will result in termination of this Agreement. Nothing expressed or referred to in this Agreement will be construed to give any successor any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as will inure to a permitted assignee pursuant to this paragraph.
33. **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.
34. **Amendments**
This Agreement may be amended only by a written Agreement signed by the duly authorized representatives of the parties.
35. **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.
36. **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.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the dates indicated below.

Summit County Children Services

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

PROVIDER

by: _____ / ___ / ___
Signatory Date
Title
Duly Authorized

Approved as to Content and Legal Form

Sherri Bevan Walsh
Summit County Prosecutor

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

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

II. DEFINITIONS

1. “Privacy Rule” means the Health Insurance Portability and Accountability Act, as

amended, (“HIPAA”) Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E. Security Rule means the Security Rule Standards at 45 CFR Part 160 and Part 164, Subpart B.

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

III. OBLIGATIONS AND ACTIVITIES

1. Business Associate will not use or disclose PHI other than as permitted or required by law or as provided in this BAA.
2. 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.
3. Business Associate agrees to report any wrongful use or disclosures of the PHI not provided for by this BAA, Security Incident involving electronic PHI, or breach of unsecured PHI as soon as practicable. Business Associate further agrees to mitigate, to the extent practicable, any harmful effect that is known with respect to the wrongful use or disclosure of PHI.
4. Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees to implement the same restrictions and conditions that apply to the Business Associate under this BAA in accordance with 45 CFR 164.308(b)(2), and will hold SCCS harmless for the failure to comply with these restrictions and conditions applicable to a Business Associate.
5. Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI, available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
6. Business Associate agrees to provide access to PHI to SCCS or, as directed by SCCS, to an individual in order to meet the requirements of 45 CFR 164.524.
7. Business Associate agrees to make any amendment(s) to PHI that the SCCS directs or agrees to pursuant to 45 CFR 164.526.
8. Business Associate agrees to document and make available such disclosures of PHI and

information related to such disclosures as would be required for SCCS to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

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

IV. PERMITTED USES AND DISCLOSURES

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

V. TERM AND TERMINATION

1. **Term.** This BAA will continue in effect until terminated in writing by either party.
2. **Effect of Termination.** When feasible, and where permitted by Ohio Law, and where mutually agreed upon by the Parties, both Parties 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

1. **Indemnification.** Business Associate agrees to indemnify and hold harmless SCCS, its officers, agents, employees, and Board of Trustees, and the County of Summit and its officers, agents, and employees from and against all suits or claims, whether or not foreseeable, that may be based upon any injury or death to any persons or damage to property arising out of an error, omission, willful misconduct, or negligent act of Business Associate or its officers, employees, subcontractors, and/or agents associated with services and responsibilities encompassed herein; and Business Associate will, at its own expense, defend SCCS, its officers, agents, employees, and Board of Trustees, and the County of Summit and its officers, agents, and employees in all litigations 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.
2. **Breach of the BAA.** Upon breach or default of any of the provisions, obligations, or duties embodied in this BAA, SCCS may exercise any administrative, contractual, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences and the parties retain the right to exercise all remedies hereinabove mentioned.
3. **Compliance.** Business Associate agrees to comply with all applicable federal, state, and local laws, orders, rules, and regulations.
4. **Independent Contractor.** In cooperating with SCCS, Business Associate will be acting as an independent contractor and not as an employee or agent of SCCS. SCCS will have

no authority, express or implied, to commit or obligate Business Associate in any manner whatsoever.

5. **Modification of BAA.** The parties recognize that this BAA may need to be modified from time to time to ensure consistence with amendments to and changes in applicable federal and state laws and regulations, including, but not limited to, HIPAA and the HIPAA Regulations. This BAA will not be waived or altered, in whole or in part, except in writing signed by the parties.
6. **No Third Party Beneficiaries.** Nothing expressed or implied in this BAA is intended or 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.
7. **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.
8. **Governing Law.** This BAA will be governed by, and interpreted in accordance with, the laws of the State of Ohio.
9. **Entire Agreement.** This BAA contains the entire agreement of the parties with respect to the subject matter of this BAA.

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

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

VII. PROPOSAL FORMAT

Overall Proposal Format – The Proposals must include the Proposal Checklist provided as **Exhibit 1** as an organization tool. The Proposals **MUST** follow the order of items in the Proposal Checklist. Each item in the RFP must be addressed in the Proposal under the corresponding section identified in the Proposal Checklist. **The total Proposal cannot exceed 25 pages, excluding the affidavits and attachments.** Each page must be reasonable sized font and single-sided only.

Proposal Checklist – See **Exhibit 1** - The Proposal Checklist must be the first page of the Proposal and serve as the table of contents in order to qualify as a responsive Proposal. Each item in the RFP must be addressed in the Proposal in the order set forth in the RFP Checklist. Each section of the RFP Checklist should be initialed by Provider to indicate that the section is included in the Proposal, and the corresponding page number should be added to the checklist to indicate on which page that section begins in the Proposal.

The following format **MUST** be followed in order to be responsive to this RFP:

TAB A: Cover Letter – Provider should provide a cover letter as the second page of the Proposal, immediately following the Proposal Checklist. The Cover Letter shall contain a brief introduction to the entity submitting the Proposal, and include the following information:

1. Identify the main contact for communications related to the Proposal and this RFP, including all contact information (i.e. name, title, business address, email, direct office phone, fax, etc.);
2. Identify the key personnel, including qualifications of key personnel, who will be working on the services sought herein;
3. Legal name of Entity with business address and service addresses, if applicable;
4. The Letter **MUST be Signed in BLUE INK** 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)
5. The Cover Letter Section should **not exceed two (2) pages.**

TAB B: Provider Summary – This Section of the Proposal should be designed to acquaint SCCS with the Provider organization, its history, and its structure. The Provider shall respond to the questions identified set forth below in a narrative format:

1. Provide a high level overview of the proposed services, activities, goals, collaboration, and strategies to meet SCCS' desired results;
2. Provide the mission of the Provider organization and explain how this mission will meet the needs and services sought in this RFP;
3. Provide the history and structure of the Provider organization, including whether the Provider is a corporation, partnership, etc.;
4. Describe Provider's service facilities, including equipment and resources;
5. Describe whether Provider has any branches or additional locations.
6. The Provider Summary Section should **not exceed five (5) pages.**

TAB C: Training, Licensure, and Experience - This Section of the Proposal should contain a narrative which describes the training, licensure, experience, and certification (if applicable) of the psychologists, psychiatrists, psychiatric assistance, mental health professionals, and any interns which may provide services to SCCS and its clients. Provider should address the following questions:

1. Identify the number of licensed professionals on Provider's staff, their education, and training;

2. Identify whether Provider employs one or more Child/Adolescent Psychiatrists, and, if so, whether they are Board Certified;
3. Describe any specialized training completed by Provider staff/employees;
4. Describe ongoing/continuing education requirements for Provider staff/employees;
5. Describe whether Provider utilizes assistants and/or interns to provide services to clients, and, if so, in what capacity assistants and/or interns are utilized;
6. Identify any certifications, accreditations, or licensures held by the Provider agency itself.
7. The Training, Licensure, and Experience Section should **not exceed five (5) pages**.

TAB D: **Provider Responsibilities** – This Section of the Proposal should clearly describe the services available to SCCS and its clients. Provider should fully address availability of the following services, Provider's approach to the following services, and experience providing the following services:

1. Accepting, processing, and assigning referrals for services;
2. Psychological evaluations of children;
3. Parenting evaluations/assessments;
4. Risk assessments of serious youthful offenders, including juvenile sex offenders;
5. Risk assessments of adult sex offenders, including recommendations for their treatment and rehabilitation;
6. Counseling services for children, especially children who have experienced abuse or neglect or other traumatic events;
7. Professional psychiatric mental health examinations of children;
8. Provider's approach to psychotropic medication, inclusive of antipsychotic medication, and medication monitoring;
9. Expert testimony and Provider's experience testifying in Summit County Juvenile Court;
10. Recordkeeping and confidentiality;
11. Telephone consultation with SCCS' social services staff;
12. Case staffings as requested by SCCS;
13. Provider's emergency coverage plan.

The Provider Responsibilities Section should **not exceed ten (10) pages**.

TAB E: **Child Welfare Experience** – This Section of the Proposal should include details about Provider's previous child welfare experience.

1. Describe prior experience providing psychiatric, psychological, and/or mental health services to children and adults involved with the child welfare system;
2. Identify whether Provider has worked with public agencies, even if not child welfare, and describe any meaningful collaborations or partnerships.
3. The Child Welfare Experience Section should **not exceed one (1) page**.

TAB F: **Billing Rates** – This Section of the Proposal should include the following information:

1. Provider's billing rates for the services contemplated in Section VI ("Compensation") of the contract that would result from this RFP. Provider may attach a rate sheet or other similar documentation in order to satisfy this requirement.

TABS G THROUGH O: Please complete **Exhibits 2, 3, 4, 5, 6, 7, 8, and 9**, and include in the Proposal in the order identified in the Proposal Checklist. Please note: Exhibits 3 and 4 **MUST be Signed in BLUE INK** 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).

TAB P: **BWC Certificate** – Provider shall include a copy of applicable BWC Certificate in compliance with the requirements set forth in the contract that will result from this RFP (see Section VII. Terms and Conditions, Section 5 "Insurance.")

TAB Q: **Certificates of Insurance** – Provider shall include a copy of applicable Certificates of Insurance in compliance with the requirements set forth in the contract that will result from this RFP (see Section VII. Terms and Conditions, Section 5 "Insurance.")

TAB R: **Licensing** – Provider shall include a copy of all current, applicable Licenses and Certifications in compliance with the requirements set forth in the contract that will result from this RFP (see Section VII. Terms and Conditions, Section 5 "Insurance.")

Missing Documents – Some form of a response and document should be found in each tab of the Proposal. If Provider feels that the requests in a TAB do not apply to Provider, SCCS recommends a short statement be included in that particular section of the Proposal so that SCCS is made aware of Provider's position as to inapplicability. Otherwise, SCCS may score any missing sections as an error or failure to address that section of the Proposal.

Additional Materials – At the end of the Proposal, Provider may include additional information, brochures, marketing materials, etc. as additional, supplemental documentation to the RFP. If Provider wishes to add this type of additional materials, it must be organized and included at the very end of the Proposal and clearly labeled as an **APPENDIX**. SCCS reserves the right to determine whether or not to review the materials in the Appendix. Items in the Appendix may or may not be included during the evaluation process.

The remainder of this page intentionally left 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 May 25, 2018**. A Proposal received after this time will be immediately rejected.
 - b. The Cover Letter must be signed by an authorized representative. There must be one (1) signed original Proposal, two (2) copies.
2. 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.
3. 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 SCCS staff, specialists in the RFP program area and other community representatives if requested by 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 evaluate and score each Proposal against the Evaluation Criteria and corresponding assigned weights specified in the RFP. During the evaluation, Providers may be requested to provide additional information for purposes of clarification. Providers 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. During the evaluation process, negotiation, and selection process, committee members may not disclose information from one proposer to another proposer regarding the RFP. All information provided by proposers shall remain confidential until after the conclusion of the procurement process.
3. **Technical Review** - Proposals must meet the format specifications set forth in **Section VII Proposal Format**, including compliance with the required page limits and the inclusion of the Cover Letter, Provider Checklist, alpha tabs corresponding with the Checklist, and all required attachments. Proposal must also include an Original and the required number of copies. **Any deviation from these requirements shall be cause for loss of points and may be cause to reject the Proposal.**
4. The review committee will review and discuss each Provider's Proposal and come to an agreement on a consensus score, although each member can maintain separate, written comments as to the strengths and weaknesses. If interviews, presentations, or documented clarifications are requested from any Provider, the review committee may revise the scores of the Proposals based on that information obtained during the presentation or discussion by applying the Evaluation Criteria specified in the RFP. The evaluation will result in a final point total being calculated for each Proposal.

5. The Proposal with the highest total points shall be considered the highest ranked and may determine the entity recommended for the contract award if the Provider is considered responsive and responsible.
6. 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.
7. SCCS also reserves the right to waive any informality or irregularities in the Proposal.
8. 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 pricing and the other criteria and requirements set forth herein.
2. The successful Proposal shall become contractual obligations for the Provider upon execution of the contract. Failure of a successful Provider to accept these obligations in a contractual agreement may result in cancellation of the award. SCCS reserves the right to negotiate additional provisions to those stipulated in the Proposal, recommend and/or award in amount(s) less than stated in the RFP, and negotiate a reduction or increase in service levels commensurate with funding availability.
3. All of the Terms and Conditions of this RFP are deemed accepted by the Provider and incorporated in its Proposal except those conditions and provisions that are expressly excluded in the Proposal.
4. The successful Provider must have the ability to accept the terms of the contract agreement and enter an Agreement with SCCS upon notification that the contract has been awarded to Provider.

D. Rejection of Proposals.

1. Proposals not submitted by the RFP submission deadline will not be accepted and will be rejected by SCCS.
2. SCCS reserves the right to reject any or all Proposals, in whole or in part.
3. 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. including even the highest rated Proposal, and 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 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; or
 - f. where SCCS, taking into consideration factors, including but not limited to, price and the results of the evaluation process, 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 the contracting authority are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP;
 - b. The prices submitted by the Providers are excessive compared to existing market conditions or exceed the available funds of the contracting authority; or
 - c. The contracting authority 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 exception(s) to the resulting Contract or other RFP requirements must be specifically identified in the Proposal. **Any deviation from these requirements may be cause for loss of points and cause to reject the Proposal.**
 9. All Proposals may be rejected if funding cannot be appropriated.

E. Award

1. Based upon its Evaluation, SCCS may award a contract to the Provider(s) whose Proposal is determined to be the most beneficial and advantageous to SCCS, with price and other evaluation factors and criteria set forth in this RFP considered.
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) being recommended for a contract to negotiate the final terms and conditions of the contract. Preliminary selection of a proposal does not guarantee that SCCS will award a contract. SCCS contracts are not valid and enforceable until the SCCS Board approves the contract and/or the contract is fully executed by authorized signatory of the recommended Provider and the Executive Director of SCCS.
4. 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.
5. If the successful Provider fails to execute the Agreement, SCCS may award the contract to another Provider whose proposal meet the requirements of the RFP.
6. The recommendation of the SCCS Board or Executive Director is final. However, questions, clarifications, and additional information in regard to the decision or in regard to the RFP and the completion of a Proposal may be directed to the RFP contact person.
7. SCCS will not be contractually bound until and unless a written agreement has been fully executed.
8. Proposals will be contractual obligations on the selected Provider upon execution of the resulting contract.

Evaluation Criteria Rubric contained on the following page.

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	MAX POINTS
Preliminary Review	Pass/Fail
Summary of Services	10
Provider Experience and Qualifications	20
Provider Requirements	30
Adequate Staffing	10
Adequate Emergency Coverage Plan	5
Appropriate Organizational Structure	5
Child Welfare Experience	5
Rates/Cost	30
Total Possible Points	115

In regards to Rate/Cost, the following point structure will apply:

- 30 points: lowest total cost
- 25 points: second lowest cost
- 20 points: third lowest cost
- 15 points: fourth lowest cost
- 10 points: fifth lowest cost
- 5 points: sixth lowest cost
- 0 points: all others

The remainder of this page intentionally left blank.

PROPOSAL EVALUATION RATING SHEET

Evaluation Criteria	Max Points
Preliminary Review	Pass/Fail
Summary of Services	10
Provider Experience and Qualifications	20
Provider Requirements	30
Adequate Staffing	10
Adequate Emergency Coverage Plan	5
Appropriate Organizational Structure	5
Child Welfare Experience	5
Cost	30
TOTAL POSSIBLE POINTS	115

IX. ATTACHMENTS AND THEIR USES

- A. **Proposal Checklist: Exhibit 1** – Proposals should use the Proposal Checklist as a table of contents for the Proposal and guide for organizing the Proposal. Each section of the Proposal should include clearly marked tabs corresponding to the alphabetical labeling on the Checklist. Providers are encouraged to utilize the Proposal Checklist as a guide to assist Providers with assembling their Proposal. However, the Checklist is not a substitute for a careful reading and compliance with the RFP.
- B. **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 in the corresponding alphabetical tab identified in the Proposal Checklist.
- a. References – Exhibit 2
 - b. Agreement Specifications Form – Exhibit 3
 - c. RFP Proposal Form – Exhibit 4
 - d. Equal Opportunity Affidavit – Exhibit 5
 - e. Non-Discrimination Certification – Exhibit 6
 - f. Compliance with Ohio Ethics Laws Certification – Exhibit 7
 - g. Delinquent Personal Property Tax Affidavit – Exhibit 8
 - h. Non-Collusion Affidavit – Exhibit 9

Exhibit 1

PROPOSAL CHECKLIST

SECTION	PROPOSAL CONTENTS	√ (to indicate included)	Page # in Proposal
A	* Cover Letter		
B	Provider Summary		
C	Training, Licensure, and Experience		
D	Provider Responsibilities		
E	Child Welfare Experience		
F	Billing Rates		
G	References (Exhibit 2)		
H	*Agreement to Specifications Form (Exhibit 3)		
J	*RFP Proposal Form (Exhibit 4)		
K	Equal Opportunity Affidavit (Exhibit 5)		
L	Non-Discrimination Certification (Exhibit 6)		
M	Compliance with Ohio Ethics Laws Certification (Exhibit 7)		
N	Delinquent Personal Property Tax Affidavit (Exhibit 8)		
O	Non-Collusion Affidavit (Exhibit 9)		
P	BWC Certificate		
Q	Certificates of Insurance		
R	Licensing		

*** Original MUST be Signed in BLUE INK** 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).

Exhibit 2

REFERENCES

By providing the names and information for References, 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.

1. NAME OF ORGANIZATION:

- a. Address:**
- b. Name of Reference:**
- c. Position Title:**
- d. Telephone:**

2. NAME OF ORGANIZATION:

- a. Address:**
- b. Name of Reference:**
- c. Position Title:**
- d. Telephone:**

3. NAME OF ORGANIZATION:

- a. Address:**
- b. Name of Reference:**
- c. Position Title:**
- d. Telephone:**

Exhibit 3

AGREEMENT TO SPECIFICATIONS FORM

PROVIDER NAME: _____

RFP: Mental Health Services 2018

Check the box that applies:

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

On behalf of the above-named Provider, I certify that I am a duly authorized agent with the authority to bind the Provider to the terms and conditions set forth in this RFP. I further certify that Provider accepts each and every clause in the RFP except as set forth below. Except for those items specified below, By signing below, I indicate Provider's acceptance of each and every request, mandate, expectation, and requirement set forth in the RFP, and will comply with same except as noted below:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

Signature of Duly Authorized Agent of Provider

Print Name:

Title:

Date

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

Exhibit 4

RFP PROPOSAL FORM

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the **RFP: Mental Health Services 2018**, hereby proposes and agrees to fully perform the **RFP: Mental Health Services 2018** within the time stated and in strict accordance with the RFP Documents for the following:

Contract Period: The resulting contract will be for a one (1) year term, to commence July 1, 2018 and to expire June 30, 2019 to provide mental health services to children in the custody of SCCS, their parent(s), and other SCCS clients as applicable, with the option to extend the contract for four (4) additional one (1) year terms at SCCS' discretion and subject to available funding.

Compensation: Provider agrees that it will make all good faith efforts to identify whether SCCS' clients are Medicaid recipients or are covered by another insurer and bill any third-party payor who may be liable for payment for services contemplated under this Agreement before submitting an invoice to SCCS for such services. Provider will only bill SCCS for services which are not payable by Medicaid or other insurer.

In submitting this Proposal, it is understood that SCCS reserves the right to reject any and all Proposals.

Provider:

Address: _____

Duly Authorized Signature: _____

Date _____

Print Name: _____

Title: _____

**Original must be signed in BLUE ink.*

Exhibit 5

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate, the term “contract” includes the “Purchase Order” and all other agreements effecting purchase of supplies or services. If this certificate is submitted as part of a bid or proposal, the term “Contractor” shall refer to the Provider, Bidder, Vendor, 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:

- XI. **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.
- XII. **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.
- XIII. **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.
- XIV. **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.

XV. 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.

XVI. Contractor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notifications or noncompliance with EEO regulations.

Executed this _____ day of _____, 201_ by:

Firm: _____

By: _____ Title: _____

Project: **RFP Mental Health Services 2018**

Exhibit 7

ETHICS CERTIFICATION

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

- 1) I have reviewed and understand Ohio ethics and conflict of interest laws as found in Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code.
- 2) I have reviewed and understand Governor's Executive Order Number 2007-01S.
- 3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.
- 4) I acknowledge that failure to comply with this certification is, by itself, grounds for termination of this contract or grant.

Signature of Duly Authorized Agent

Date

Print Name: _____

Title: _____

Exhibit 8

NOTICE

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

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

-OR-

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

STATE OF OHIO)
) ss
COUNTY OF _____)

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

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

Further affiant sayeth naught.

Signature of Affiant

Title

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

Notary Public

STATE OF OHIO)
) ss
COUNTY OF _____)

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

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

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

Further affiant sayeth naught.

Signature of Affiant

Title

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

Notary Public

Exhibit 9

STATE OF OHIO)
) ss
COUNTY OF _____)

AFFIDAVIT OF NON-COLLUSION

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

1. That Affiant is acting on behalf of Provider _____ and holds the title of _____;
2. That Affiant, on behalf of Provider, further says that the Proposal herein is not made in the interest of or on 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/provider, or to fix any overhead, profit, or cost element of such bid price or that any other bidder/provider, or to secure any advantage against Summit County Children Services;
6. That said Proposal is made without any connection or interests in the profits with any other person making any other Proposal for said work.
7. That said Proposal is, in all respects, fair and without collusion or fraud.
8. That no member of **Summit County Children Services** is directly or indirectly interested therein; and all statements made in this Proposal are true.

Further affiant sayeth naught.

Signature of Affiant

Title

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

Notary Public