



November 1, 2018

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

****Proposals accepted on an ongoing basis
beginning November 1, 2018****

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

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

I. INTRODUCTION

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

In order to meet the needs of the children and community it serves, SCCS seeks proposals from daycare providers for drop-in respite services for kinship care providers and foster parents recommended by SCCS and certified through the Ohio Department of Job and Family Services. Providers should be located in Summit County, Ohio. SCCS seeks a one (1) year contract for drop-in respite services, with the option to extend the contract for three (3) additional one (1) year terms, at SCCS' discretion and subject to available funding. SCCS seeks to contract with multiple child care centers licensed by the State of Ohio who have experience in the provision of such services and who desire to render professional drop-in respite childcare services for SCCS as provided herein.

II. DEFINITIONS

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

more children at one time. Child care centers shall comply with all rules in Chapter 5101:2-12 of the Administrative Code.

- G. “Drop in center” means a center that provides child care for children on a temporary, irregular basis. “Temporary and irregular” means no more than thirty days a year for any child enrolled. Ohio Admin. Code 5101:2-12-01.

III. CONTACT PERSON

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

IV. EXPECTED SCHEDULE OF EVENTS

11/1/2018	<p>Request For Proposals Released to Providers A copy will be sent to known Providers of drop-in respite services, and a copy will be posted on the SCCS website located at www.summitkids.org under the Bidding Opportunities Tab.</p>
11/1/2018 – Ongoing	<p>Proposal Submissions Accepted This RFP will remain open on an ongoing basis starting November 1, 2018. The purpose of an ongoing RFP process is to ensure that all potential Providers have an opportunity to respond to the RFP.</p> <p>Proposals must be submitted to Summit County Children Services, ATTN: Trina Danzy, via hand-delivery or mail at 264 S. Arlington Street, Akron, OH 44306. Proposals should be labeled "Response to RFP for Drop-In Respite Services."</p>
11/1/2018 – Ongoing	<p>Proposal Review Period Proposals will be evaluated on an ongoing basis while this RFP remains open. Proposals will be evaluated by SCCS within fourteen (14) days of receipt.</p>
11/1/2018 – Ongoing	<p>Notice of Award pending approval of the SCCS Executive Director The Provider(s) to whom a contract shall be awarded will receive confirmation of selection upon receipt of authorization by the SCCS Executive Director.</p>
11/1/2018 – Ongoing	<p>Projected Contract Commencement Initial contract awards will be made in December, 2018 for a one-year term starting January 1, 2019, with the option to extend for up to three (3) additional one (1) year terms at the discretion of SCCS and subject to available funding and agreement of the Parties to the contract. Contracts will be awarded on an ongoing basis and the term will adjust accordingly. At the end of the any contract term, SCCS may extend the contract at the rates then existing for the term then in effect to allow for adequate completion of SCCS' competitive procurement process. Extensions must be in writing and fully executed in order to be effective.</p>

- A. **Questions and Answers** – SCCS will accept questions regarding this RFP throughout the Proposal submission period. Questions should be sent via e-mail to the attention of Trina Danzy, Department Director of Placement and Permanency Planning, via e-mail at tdanzy@summitkids.org. Providers shall label these e-mails "Drop-In Respite Services."
- B. **RFP Updates/Schedule of Events** – SCCS reserves the right to issue updates, addenda, or amendments to this RFP at any time during the Proposal submission period. SCCS reserves the right to revise the schedule of events above after providing reasonable notice via its website, www.summitkids.org.
- C. **Proposal Submission** – Proposals are accepted on a rolling basis beginning 11/1/2018. Proposals may be submitted via ordinary US mail, or hand-delivery to:

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

Proposals may NOT be delivered via facsimile. Hand delivery can take place only during normal business hours of 8:30am to 4:30pm Monday through Friday. Provider assumes the risk for any delay caused by any chosen delivery method. Proposals should be labeled: "Response to RFP for Drop-In Respite Services."

All childcare centers or drop-in centers must be in regular license status. SCCS will not accept proposals from childcare centers or drop-in centers in provisional license status.

V. **GENERAL INFORMATION**

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

- B. **Unresolved Findings for Recovery** – ORC Section 9.24 prohibits SCCS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is “unresolved” at the time of award. SCCS will review the Auditor of State’s website prior to evaluating proposals. SCCS will not evaluate a proposal from any Provider whose name, or the name of any of the subcontractors, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.
- C. **Federal Debarment** – SCCS will review the federal Excluded Parties Listings Website prior to evaluating proposals. SCCS will not evaluate a proposal from any Provider whose name, or the name of any of the subcontractors, appears on the federal Excluded Parties List.
- D. **Public Information** – All Proposals and materials submitted will become the property of SCCS. SCCS is a public agency, and the process to procure goods and services is open to inspection by the public, including pricing, terms of payments, proposal materials, and evaluation scores. Provider should not provide any materials or information Provider deems proprietary or trade secret information unless Provider designates such information as confidential and expressly requests such information not be considered public record. SCCS will review such confidentiality requests and advise Provider as to its determination as to whether the information is of such nature that confidentiality is warranted. If materials/information are not marked "confidential," Provider waives any right to assert such confidentiality.
- E. **No Payment for Proposal Preparation** – SCCS is not liable for any Proposal preparation expenses Provider incurs.
- F. **Background Checks** – 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 in strict compliance with the requirements of Ohio Admin. Code 5101:2-12-09. Provider will conduct a review of state and federal child abuse and neglect registries, as wells 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. The complete, comprehensive background check must be dated within six (6) months of the execution of this Agreement. A list of prohibited offenses is attached to this RFP as **EXHIBIT 1**.
- G. **Insurance** – In order to protect SCCS from liability, Providers are required to keep certain insurance policies in full force and effect during the term of the Agreement resulting from this RFP. **Providers shall attach a Certificate of Insurance to EXHIBIT 2 of this RFP.** The types and amount of insurance required are described in Section XV. INSURANCE of the contract, which is included below.

H. **Withdrawing Proposals** – A submitted Proposal may be withdrawn by written request prior to award or denial of a contract.

I. **SCCS Rights and Conditions**

1. This RFP does not constitute an offer. Acceptance of proposals for review does not commit SCCS to award a contract. SCCS reserves the right to cancel, withdraw, or reissue this RFP in part or in its entirety at any time.
2. SCCS is the final authority in determining if a proposal is responsive or non-responsive to the requirements of the RFP.
3. SCCS reserves the right to modify the scope of the RFP to incorporate emerging best practices or services, operational, programmatic, or policy changes, changes to law or rules and regulations, decreases or increases in funding, or decreases or increases in demand for services if the foregoing were unforeseen at the time of the RFP and the modifications are related to the original purpose of the RFP.
4. SCCS may, at its sole discretion, waive minor errors or omissions in any Proposal.
5. SCCS reserves the right to utilize any ideas submitted in proposals unless those ideas are covered by legal patent or copyright and are identified as such in the proposal.
6. SCCS reserves the right, if additional funds become available, to make additional awards and/or to provide additional funds to Providers with current contracts in lieu of releasing a new RFP.

J. **Contractual Obligations**

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

The remainder of this page is intentionally left blank.

VI. Contract

The following **pages 8 to 26** contain the agreement and business associate 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 and business associate agreement until it is executed by SCCS and the selected Provider. By submitted a proposal, Provider agrees that it will abide by the terms and conditions in the following agreement and business associate agreement, if such proposal is accepted by SCCS.

The contract begins on the following page. The remainder of this page intentionally left blank.

PURCHASE OF RESPITE CHILDCARE SERVICES AGREEMENT

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

RECITALS

WHEREAS, SCCS, wishes to obtain qualified respite childcare services for children in SCCS custody who are placed in a SCCS licensed foster or kinship home; and,

WHEREAS, Provider is a Day Care provider licensed by the State of Ohio and has extensive experience in the provision of such services and desires to render professional respite childcare services in Summit County for SCCS as provided herein; and,

NOW, THEREFORE, SCCS hereby engages the services of Provider, and in consideration of the mutual promises herein contained, the Parties hereto agree as follows:

I. PURCHASE OF SERVICES

SCCS will purchase respite childcare services, and Provider agrees to furnish such services to children in SCCS custody at its participating facilities located in Summit County, Ohio and surrounding counties. Provider shall provide respite child care services for infants, pre-school, and school aged children age twelve and under at Provider's participating day care facilities (to include Provider's summer day camp program activities where applicable) during Provider's business hours. Provider shall invoice SCCS for, and SCCS shall reimburse Provider for, the cost of services provided in accordance with the following procedures.

- (A) **Drop-in Respite Care** – Weekdays during Provider's regularly scheduled business hours:
1. SCCS will distribute payment vouchers to its kinship and foster families providing respite care to children ages twelve (12) and under in SCCS custody.
 2. Foster and kinship families will receive vouchers by the end of each month for the following month.
 3. New placements of children coming into care are eligible to receive vouchers.
 4. Every month foster and kinship families may receive two (2) vouchers for each child placed with the family. The issuing of any additional vouchers will require the approval of Department Director of Placement and Permanency Planning
 5. When a placement change occurs from one SCCS home to another SCCS, the foster parent will need to request vouchers from their coordinator. A placement change occurring on or before the 15th of the month will be eligible for two (2) 4-hour vouchers. A placement change occurring after the 15th of the month will be eligible for one (1) 4-hour voucher.
 6. Each voucher will be worth one half (½) day/four (4) hours of child care.
 7. The vouchers can be used on two (2) separate days for up to four (4) hours each.
 8. The vouchers can be combined for one (1) full day/eight (8) to ten (10) hours of child care, depending on availability.
 9. Vouchers expire at the end of the month and cannot be carried over to the next month or used for another child.
 10. Vouchers will list the name and DOB of the child and the name and address of the foster parent/kinship caregiver as well as the month the voucher is valid.

11. The foster parent/kinship caregiver will present the voucher to Provider's day care center when the child arrives for respite care services. No child(ren) will be accepted without a voucher.
12. Relative to child care services provided under this Agreement, Provider will not accept any SCCS child without a valid voucher.
13. SCCS will not reimburse Provider unless Provider submits a valid voucher for each four (4) hours of care provided.
14. Provider will mail an itemized invoice with respective vouchers attached to the designated SCCS employee by the tenth (10th) of each month. SCCS will make payment to Provider within thirty (30) days of receipt of the invoice.
15. Prior SCCS approval is required for a SCCS foster parent or kinship caregiver to obtain additional hours of drop-in respite care. The foster parent or kinship caregiver may make a special request, which includes emergencies, to the Department Director of Placement and Permanency Planning or designee.
16. Foster parents and/or kinship caregivers who do not pick children up by closing time at the center will be charged the rate designated by each individual center and the foster parent/kinship caregiver will be responsible for payment. In such an event, Provider will notify SCCS and a SCCS social worker will be sent to the daycare center.
17. SCCS will provide foster parent(s) with the child(ren)'s physical form. A copy of this form shall be made by the center and the original shall remain with the foster parent.

(B) Foster Parent Training Group Respite Care - Weeknights and Saturdays (hours to be mutually agreed upon by the Parties)

1. SCCS will purchase group respite care services for children ages twelve (12) years and under while foster parents attend foster parent trainings held on the SCCS campus.
2. Foster parents may utilize Group Respite Care for all children residing in the foster home regardless of their custody status.
3. SCCS will register children for Group Respite Care when foster parents register for training.
4. The foster parent will report to SCCS the total number and ages of the children needing care when registering for the class.
5. SCCS will notify Provider five (5) days before a scheduled training to provide the names and ages of the children registered to attend Group Respite Care.
6. Foster parents must reserve Group Respite Care at least seven (7) days prior to the scheduled training. Based on availability, SCCS may grant registration for Respite Group Care after the seven (7) day deadline.
7. Foster parents may drop-off the pre-registered children one-half (½) hour before the scheduled training time and must pick up the children within one half (½) hour of the scheduled conclusion of training. Any foster parent who does not pick the child up by the designated time will be charged a Fifteen Dollar (\$15) fee to cover the cost of over time for the respite staff.
8. Provider will be provided with a sign-in sheet to document the name of both foster parent(s) and child(ren) for whom the respite services are provided.
9. Provider will provide snacks to children in Group Care for both four (4) hour and six (6) hour training sessions. No meals will be provided. Foster parent(s) must provide a nutritious packed lunch for trainings which last more than four (4) hours.
10. Foster Parents must provide an ample supply of diapers, wipes, and formula, as well as a change of clothing for younger children. Provider will not permit a family to drop off a child without needed supplies.
11. Provider is responsible for any activity/craft supplies they wish to use with the children.
12. Provider will be paid for the number of children that are registered for the group respite care. Provider shall submit an itemized invoice, accompanied by the sign-in sheet, to the

designated SCCS employee within ten (10) days following the training. SCCS will make reasonable efforts to pay Provider within thirty (30) days of receipt of the invoice.

13. In the event that a foster parent training session is cancelled, SCCS may cancel pre-scheduled group respite care services with seven (7) days prior written notice, which may be by email, to Provider. With such notice, SCCS will not be responsible for any payment to Provider associated with those cancelled group respite care services. If a foster parent training session is cancelled without advance notice due to unforeseen circumstances, including but not limited to inclement weather or an ill trainer, SCCS will notify Provider as soon as possible of the schedule change. In such an event, SCCS will pay Provider Twenty Dollars (\$20.00) for each Provider staff member that was scheduled to provide group respite care services for the cancelled training, up to a total amount not to exceed Sixty Dollars (\$60.00).
14. The training schedule is prepared three (3) months in advance. Providers will be rotated through the training schedule.

II. TERM

This Agreement will commence on **January 1, 2019** and continue in full force and effect until **December 31, 2019**, subject to available funding, unless terminated earlier as provided for below. The Parties shall have the option to extend the agreement for three (3) additional one (1) year terms at the discretion of SCCS and subject to then-available funding.

III. COMPENSATION

For all services contemplated herein, SCCS agrees to pay Provider a total amount which may be less but **shall not exceed Seven Thousand Five Hundred Dollars (\$7,500)**. Provider shall send an invoice to SCCS monthly for services provided. Payment to Provider will be subject to SCCS approval, and SCCS agrees to contact Provider regarding any discrepancies in order to reach a mutually agreeable resolution. SCCS will make reasonable efforts to provide payment to Provider within thirty (30) days of invoice receipt. SCCS is not responsible for late payment due to unforeseen circumstances, such as computer problems, mail delivery delays, Summit County payment processing, or work stoppages. Any additional costs or expenses which would exceed this maximum amount must be mutually agreed to in writing. The approved rates for services are set forth as follows:

- (A) **Rates for Drop-In Respite Care** - SCCS agrees to pay Provider Thirty Dollars (\$30.00) per child for each full eight (8) hour day of drop-in respite care provided and Fifteen Dollars (\$15.00) per child for each one (1) to four (4) hour period of Drop-In respite care provided.
- (B) **Rates for Group Respite Care** - SCCS agrees to pay Provider for Group Respite care in accordance with the following schedule:

3 Hour Training (4 hours of care)

# of Provider Staff	Rate per hour	# of hours	Snack Cost	Total Cost	# of children
3	\$20.00	4	\$14.00	\$314.00	1-14
4	\$20.00	4	\$21.00	\$421.00	15-21
5	\$20.00	4	\$28.00	\$528.00	22-28
6	\$20.00	4	\$35.00	\$635.00	29-35

6 hour training (8 hours of care)

# of Provider	Rate per hour	# of hours	Snack Cost	Total Cost	# of children
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Staff					
3	\$20.00	8	\$14.00	\$434.00	1-14
4	\$20.00	8	\$21.00	\$581.00	15-21
5	\$20.00	8	\$28.00	\$728.00	22-28
6	\$20.00	8	\$35.00	\$875.00	29-35

(C) In the event that respite care is scheduled, but the child(ren) does not arrive within fifteen (15) minutes of the scheduled care, Provider may consider the clients to be “no shows.” When scheduled respite does not occur due to a “no show,” Provider may invoice SCCS the equivalent of one (1) full hour of respite care.

IV. SUBMISSIONS, REPORTING AND ACCOUNTABILITY

- (A) On a monthly basis, Provider will invoice SCCS and provide a detailed accounting specific to the clients served, dates of service, and the services provided.
- (B) Provider agrees to maintain compliance with State, Federal, and local regulations which govern the services provided.
- (C) Provider shall provide a copy of the most recent audit report along with a comprehensive copy of any Corrective Action reports, if applicable, upon execution of this Agreement.

V. CURRENT LICENSURE

Provider shall maintain compliance with all federal, state, and local regulations which govern the services provided herein. Provider maintains that it is currently licensed by the State of Ohio to provide day care services. All childcare centers or drop-in centers shall adhere to the license capacity indicated on the center's license pursuant to Ohio Admin. Code 5101:2-12. Provider is required to notify SCCS verbally within twenty-four (24) hours of its loss of licensure and in writing within five (5) working days. Provider shall provide SCCS with a copy of its current license. All Provider administrators, employees, childcare staff members and facilities must meet the qualification and training requirements listed in Ohio Administrative Code Section 5101:2-12.

VI. 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 in strict compliance with the requirements of Ohio Admin. Code 5101:2-12-09. 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. Additionally, Provider shall not employ any individual who has had a children removed from their home by a public children services agency pursuant to Ohio Revised Code section 2151.353. Provider will provide copies of the background checks to SCCS upon request. The complete, comprehensive background check must be dated within six (6) months of the execution of this Agreement.

VII. VERIFICATION OF PROFESSIONAL CREDENTIALS

Independent contractors whose service to SCCS requires specific credentials or licenses, include, but are not limited to, professionals in the following categories: social workers, nurses, attorneys, Certified Public Accountants, physicians, dentists, and psychologists. Provider hereby attests that individuals/employees providing client services herein 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 the Agreement.

VIII. FORCE MAJEURE

SCCS and Provider agree that neither party is responsible to the other party for nonperformance or delay in the performance of the terms of the Agreement due to acts of God, wars, riots, strikes, terrorism, civil disturbance, or other causes beyond the control of the Parties.

IX. ENTIRE AGREEMENT AND MODIFICATION

This Agreement, the RFP for Respite Services issued in November, 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, with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding except as otherwise stated herein. No term or provision may be unilaterally modified or amended. Any alteration, variation, modification, or waiver of a provision of this Agreement shall be valid only when reduced to writing, duly signed by the Parties of this Agreement, and attached 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, statute, or regulation.

X. INDEPENDENT CONTRACTOR STATUS

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.

XI. TERMINATION BREACH & DEFAULT

- (A) This Agreement may be terminated in advance of its specified term by either Party upon written notification given thirty (30) days in advance of termination sent personally or by certified mail, return receipt requested, to the first known address of Provider shown herein or at such other address as may thereafter be specified in writing. All monies due to Provider from SCCS will be paid at the time of such termination.
- (B) Notwithstanding the previous provision, SCCS may terminate the Agreement immediately upon delivery of written notice to Provider if SCCS discovers illegal conduct on the part of Provider involving the health, safety, or welfare of the child, any violation of Section XXVII (CURRENT LICENSE) of the Agreement, loss of funding, or failure of Summit County Council to approve SCCS' budget during the term of the Agreement.
- (C) SCCS will regularly review Provider's performance and notify Provider of any performance concerns. SCCS reserves the right to terminate this Agreement if Provider fails to correct performance concerns or issues to the satisfaction of SCCS within ten (10) days after written

- notice to Provider specifying the performance concern or issues.
- (D) SCCS may terminate this Agreement immediately in the event of breach of any provision of this Agreement by Provider.
 - (E) SCCS may terminate this Agreement immediately if Provider violates any law or regulation in performing services herein.
 - (F) SCCS may terminate this Agreement immediately if there is a bankruptcy filing by or against Provider, appointment of receiver to take charge of Provider's property, or adjudication of Provider as bankrupt.
 - (G) Provider, upon receipt of notice of termination, agrees that it will cease work on the terminated activities under this Agreement, terminate all subcontracting relative to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as SCCS may require.
 - (H) In the event of termination of this Agreement, Provider will be entitled to reimbursement, upon submission of a proper invoice, for the costs incurred prior to receipt of notice of termination. The reimbursement will be calculated by SCCS based upon the agreed upon rate. SCCS shall receive credit for reimbursement already made when determining the amount owed to Provider. SCCS is not liable for costs incurred subsequent to the date of receipt of notice of termination.
 - (I) Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the Parties may exercise any administrative, contractual, equitable, 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.
 - (J) If SCCS or Provider fails to perform an obligation or obligations under this Agreement and thereafter such failure(s) is/are waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to be a waiver of other failures hereunder. Waiver by SCCS or Provider is not effective unless it is in writing and signed by the SCCS Executive Director or Provider's duly authorized representative, as the case may be.

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

XIII. INDEMNIFICATION

Provider will indemnify and hold harmless SCCS and Summit County and their respective officers, agents, employees, and Board of Trustees from and against all suits or claims, whether or not foreseeable, that may be based upon any injury or death to persons or damage to property arising out of any error, omission, willful misconduct, or negligent act of Provider, its officers, employees, agents, and/or subcontractors associated with services and responsibilities encompassed herein; and Provider will, at its own expense, defend SCCS and Summit County and their respective officers, agents, employees, and Board of Trustees in all litigations and pay all attorney fees (for Counsel retained by SCCS), 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. Provider specifically and expressly waives any and all rights of immunity afforded under Ohio Revised Code § 4123.74 et. Seq. and Ohio Constitution, Article II, Sec. 35. This indemnification provision shall survive the termination of this Agreement.

XIV. LIABILITY

Provider agrees it is liable to SCCS, its officers, agents, employees, and Board of Trustees (hereinafter referred to in this section collectively as “SCCS”), and the County of Summit and its officers, agents, and employees (hereinafter referred to in this section collectively as “County”), and a child(ren) referred to Provider by SCCS (who claims injury associated with services provided hereunder, hereinafter referred to in this section as “involved child”) for, whether foreseen or unforeseen, any injury or death to any persons, damage to SCCS or County, or damage to property arising out of an error, omission, willful misconduct, and/or negligent act of Provider, its officers, employees, subcontractors, and/or agents relative to or associated with services and responsibilities encompassed herein. In the event Provider negligently or willfully causes any such injury or death to persons or damage to property of SCCS, County, and/or an involved child, this Agreement may be terminated immediately by SCCS. SCCS and County may pursue appropriate legal action to protect their rights in law or in equity relative to Provider’s error, omission, negligence, and/or willful misconduct.

XV. 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. Provider'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, and shall include coverage for claims alleging sexual or physical abuse, misconduct, or molestation with sub-limits of not less than \$250,000 per claim, \$500,000 annual aggregate.
- (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) Commercial Auto Liability insurance with limits of liability of not less than One Million Dollars (\$1,000,000), combined single limit bodily injury and property damage.
- (E) Except for Workers' Compensation insurance, all insurance herein required of Provider 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. Provider will provide SCCS with 30 days advance written notice of policy cancellation, non-renewal, reduction of limits or material modification.
- (F) SCCS and the County of Summit, and their employees, elected and appointed officials, agents, and representatives will be included as additional insureds under Provider's Commercial General Liability policy, using ISO additional insured endorsement CG 20 11 or a substitute form

providing equivalent coverage, and under Provider'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.

- (G) If Provider'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.
- (H) All insurance purchased by Provider as required by this agreement, will be purchased from insurers whose AM Best rating will be "A-, VII" or higher.
- (I) Provider will be responsible for any deductibles or retentions existing within the insurance purchased by Provider.
- (J) Provider's failure to maintain the levels of insurance required herein may result in termination of this Agreement at SCCS' option, notwithstanding any contradictory provisions in herein. SCCS shall have the right but not the obligation to purchase said insurance at Provider's expense.
- (K) Provider will require all subcontractors, persons, agents, or independent contractors engaged by Provider 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 Provider. Upon request from SCCS, Provider will deliver to SCCS written proof of all such insurance purchased and maintained by all Subcontractors.
- (L) Provider shall report to SCCS any lawsuit, or other proceeding asserted against or otherwise implicating Provider or any of its subcontractors that, in the reasonable commercial opinion of Provider, may result in a liability of Provider or its subcontractor exceeding Five Hundred Thousand Dollars (\$500,000), which notice by Provider to SCCS shall be in writing and sent to SCCS within thirty (30) days of Provider's receipt of such suit, or other proceeding, whether or not such suit or proceeding is or may be covered by insurance.
- (M) To the extent any insurance purchased by Provider 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.
- (N) By requiring insurance herein, SCCS does not represent that coverage and limits will necessarily be adequate to protect Provider or any Subcontractor in the event of loss, and such coverage and limits will not be deemed as a limitation on Provider's liability under the indemnities granted to SCCS in this Agreement.
- (O) SCCS reserves the right to unilaterally amend, revise, or otherwise supplement the insurance requirements imposed upon Provider, and may do so by communicating in writing such amendment or revision to Provider.
- (P) Prior to execution of this Agreement, Provider 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.

XVI. RECORDS, DOCUMENTS AND INFORMATION

- (A) Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records, and documentation of legal compliance with Ohio Administrative Code requirements produced by or used by Provider in furtherance of this Agreement are treated according the following terms:

1. All records relating to costs, work performed, and supporting documentation for invoices submitted to SCCS by Provider, along with copies of all deliverables submitted to SCCS pursuant to the Agreement, will be retained and made available by Provider for inspection and audit by SCCS, other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under the Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- (B) Provider agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without express written permission of the SCCS Executive Director. Provider further agrees to maintain the confidentiality of all children and families served. No information on children served will be released for research or other publication without the express written consent of the SCCS Executive Director.
- (C) Where applicable, Provider certifies compliance with 45 C.F.R. Section 164.506 regarding the requirements of consent to disclose personal health information of the child. Such consent to disclose is only valid as specifically authorized in writing by the SCCS Executive Director or her designee.
- (D) Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- (E) Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination within a reasonable period of time, but not later than sixty (60) days after a written request has been made.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. COMPLIANCE WITH ALL LAWS

Provider agrees to abide by all Federal, State, County, and City laws, statutes, ordinances, resolutions, rules, and regulations applicable to this Agreement.

XXII. 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.

XXIII. 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.

XXIV. HIPAA COMPLIANCE

To achieve compliance with the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act (hereinafter referred to as "HIPAA") and the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2, regarding individually identifiable health information and any information related to alcohol and/or drug treatment records, SCCS and the Provider agree to execute a separate addendum in the form of a Business Associate Agreement in order to ensure full compliance with applicable federal laws. The Business Associate Agreement is attached hereto as Exhibit A and is incorporated herein by reference as if fully rewritten.

XXV. 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. Pursuant to Ohio Revised Code 5153.17 and Ohio Revised Code 2151.421, Provider shall instruct its employees and staff members that any child's status as a "foster child" is strictly confidential by law. Provider employees and staff members shall not refer to any child in any way that may identify that child as a "foster child" to any third party. Information contained in vouchers issued by SCCS, including the child's name and date of birth and the foster parent's address, is confidential by law. Copies of vouchers shall be kept in a secure location. Copies of vouchers shall not be left on desks, copiers, or any other accessible area. Copies of vouchers or information contained therein shall not be re-disclosed to any third party. A child's medical information (including child physicals) is confidential and may contain Protected Health Information (PHI) which is subject to HIPAA. Copies of child medical information shall be kept in a secure location. Copies of child medical information shall not be left on desks, copiers, or any other accessible area. Copies of child medical information shall not be re-disclosed to any third party. It is understood between the Parties that the client relationship entered into between SCCS employees and Provider employees will be held as strictly 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.

XXVI. HEADINGS

The headings in this Agreement are for convenience only, and will not be used to modify, limit, or extend any provision.

XXVII. 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.

XXVIII. 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.

XXIX. 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.

XXX. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

SCCS prohibits the use of corporal or degrading punishment against children served by SCCS. Any instance of corporal punishment or degrading treatment of a child may result in the immediate termination of this Agreement at the sole discretion of SCCS.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. PROHIBITION OF 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.)

XXXV. 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.

XXXVI. PROVIDER ASSURANCES AND CERTIFICATION

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

the person's race, color, religion, national origin, gender, orientation, disability or age.

XXXVII. 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.

XXXVIII. 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.

XXXIX. 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.

Signatures appear on the following page.

Exhibit A

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“BAA”) is by and between Summit County Children Services (hereinafter referred to as "SCCS"), 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, duly authorized, 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, wishes to obtain qualified respite childcare services for children in SCCS custody who are placed in a SCCS licensed foster or kinship home; and,

WHEREAS, Business Associate is a Day Care provider licensed by the State of Ohio and has extensive experience in the provision of such services and desires to render professional respite childcare services in Summit County for SCCS as provided herein; and,

WHEREAS, the Parties agree that they share responsibility for working collaboratively to meet the needs and provide respite childcare services in Summit County for SCCS; and,

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

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

I. PURPOSE

1. Although not technically a "Covered Entity," SCCS has been designated as a hybrid entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") Privacy and Security Rules, and 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

- A. "Privacy Rule" means the Health Insurance Portability and Accountability Act, as

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

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

III. OBLIGATIONS AND ACTIVITIES

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.

VII. EVALUATION CRITERIA

A. Evaluation -

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

B. Acceptance of Proposals -

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

C. Rejection of Proposals -

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

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

D. Award -

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

E. Evaluation Criteria -

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

EVALUATION CRITERIA
Provider is a licensed child care center in regular license status.
Provider agrees to comply with the specifications in the RFP, including compensation.
Provider is located in Summit or surrounding counties.
Provider included all required information in its Proposal, including Certificates of Insurance.
Provider's most recent Inspection Report is free from concerns that would pose a risk to the health or welfare of children.
SCCS has no indication from Provider's Proposal or other source of information that it would be against the best interest of children to receive Provider's services as described herein.

VIII. ATTACHMENTS AND THEIR USES

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

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

EXHIBIT 1 - Prohibited Offenses

OFFENSE	R.C.	OFFENSE	R.C.
Abduction	2905.02	Illegal manufacture of controlled substance or cultivation of marijuana	2925.04
Abortion without informed consent prohibited; unmarried minors	2919.12	Illegal use of a minor in nudity-oriented material or performance	2907.323
Adulteration of food	3716.11	Importuning	2907.07
Aggravated riot	2917.02	Improperly discharging firearm at or into habitation or school safety zone	2923.161
Aggravated arson	2909.02	Inciting to violence	2917.01
Aggravated assault	2903.12	Interference with custody (previously Child stealing)	2919.23
Aggravated burglary	2911.11	Involuntary manslaughter	2903.04
Aggravated menacing	2903.21	Kidnapping	2905.01
Aggravated murder	2903.01	Making terroristic threats	2909.23
Aggravated robbery	2911.01	Menacing	2903.22
Arson	2909.03	Menacing by stalking	2903.211
Assault	2903.13	Murder	2903.02
Burglary	2911.12	Operating vehicle under the influence of alcohol or drugs (if the person previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation)	4511.19
Carrying concealed weapons	2923.12	Pandering obscenity	2907.32
Child stealing (as this law existed prior to July 1, 1996)	2905.04	Pandering obscenity involving a minor	2907.321
Compelling prostitution	2907.21	Pandering sexually oriented matter involving a minor	2907.322
**Conspiracy (if it involved an attempt to commit aggravated murder or murder)	2923.01	Patient abuse or neglect	2903.34
Contributing to the unruliness or delinquency of a child	2919.24	*Permitting child abuse	2903.15
Corrupting another with drugs	2925.02	Possession (if not a minor possession offense)	2925.11
Criminal child enticement	2905.05	Procuring	2907.23
Cruelty to animals	959.13	Promoting prostitution	2907.22
Disseminating matter harmful to juveniles	2907.31	Prostitution - after positive HIV test	2907.25
Domestic violence	2919.25	Public indecency	2907.09
Endangering children	2919.22	Rape	2907.02
Ethnic intimidation	2927.12	Robbery	2911.02
Failing to provide for a functionally impaired person	2903.16	Sexual battery	2907.03
Felonious assault	2903.11	Sexual imposition	2907.06
Felonious sexual penetration (as this former section of law existed)	2907.12	Support of terrorism	2909.22
Funding of drug or marijuana trafficking	2925.05	Terrorism	2909.24
Gross sexual imposition	2907.05	Trafficking offenses	2925.03
Having weapons while under disability	2923.13	Unlawful sexual conduct with a minor	2907.04
Identity fraud	2913.49	Voluntary manslaughter	2903.03
Illegal administration or distribution of anabolic steroids	2925.06	Voyeurism	2907.08



EXHIBIT 2 - DROP-IN RESPITE REQUEST FOR PROPOSALS (RFP)
RESPONSE FORM

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

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

***If YES, please attach a narrative to this page, including a**

description of the reason for the investigation, the disposition of the investigation, and the disposition date.

12. License Status:

Regular

Provisional

13. Please indicate the age groups accepted by Provider.

Infants

Toddlers/Pre-School Aged

Elementary School Aged

Middle School Aged (up to age 12)

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

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

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



EXHIBIT 3 - AGREEMENT TO SPECIFICATIONS FORM

PROVIDER NAME: _____

RFP: Drop-In Respite Services

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

Contract Period: The resulting contract is anticipated to commence on or after January 1, 2019 for a term lasting until December 31, 2019 with the option to extend the contract for three (3) additional one (1) year terms, at SCCS’ discretion and subject to then available funding.

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

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

Signature of Duly Authorized Agent of Provider*

Date

Print Name: _____

Title: _____

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

EXHIBIT 4- EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate, the term “contract” includes the “Purchase Order” and all other agreements effecting purchase of supplies or services. If this certificate is submitted as part of a bid or proposal, the term “Contractor” shall refer to the Provider, Bidder, 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 _____, 2018 by:

Firm: _____

By: _____ Title: _____

Project: **Drop-in Respite Services RFP**

**EXHIBIT 5 - CERTIFICATION FOR NONDISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY**

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

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

Signature of Duly Authorized Agent

Date

Print Name: _____

Title: _____

This certification becomes part of the resultant contract.

EXHIBIT 6 - ETHICS CERTIFICATION

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

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

Signature of Duly Authorized Agent

Date

Print Name: _____

Title: _____

EXHIBIT 7 - NOTICE

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

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



STATE OF OHIO)
) ss
COUNTY OF SUMMIT)

AFFIDAVIT OF NON-LIABILITY FOR DELINQUENT PERSONAL PROPERTY TAXES

OHIO REVISED CODE 5719.042

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

Further affiant sayeth naught.

Signature of Affiant

Title

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

Notary Public



STATE OF OHIO)
) ss
COUNTY OF SUMMIT)

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

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

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

Further affiant sayeth naught.

Signature of Affiant

Title

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

Notary Public



STATE OF OHIO)
) ss
COUNTY OF SUMMIT)

EXHIBIT 8 - AFFIDAVIT OF NON-COLLUSION

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

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

Further affiant sayeth naught.

Signature of Affiant

Title

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

Notary Public

EXHIBIT 9 – Procedure: Informing Personnel and Contractors of Prohibition of Corporal and Degrading Punishment

Purpose of Procedure:

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

Statement of Procedure:

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

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

EXHIBIT 9 - Policy: Prohibition of Corporal Punishment & Restraints

Purpose of Policy:

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

Statement of Policy:

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

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

EXHIBIT 9 - Policy: Prohibition of Isolation, and/or Seclusion

Statement of policy:

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

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

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

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

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

Purpose of the policy:

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