



Summit County
CHILDREN SERVICES
Building Families . . . Building Futures

January 10, 2019

**REQUEST FOR PROPOSALS (RFP)
FATHERHOOD SUPPORT SERVICES**

Three (3) Copies of the complete Proposal must be submitted and received by:

January 31, 2019 at 12:00 pm EST

Proposals may be submitted in person or by mail to:

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

Any questions regarding this RFP should be directed to Summit County Children Services
Attention: Tracy Mayfield via e-mail to TMayfield@summitkids.org and
Ann Ream at AReam@summitkids.org

*Proposals may NOT be submitted via email

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Summit County Children Services FATHERHOOD SUPPORT SERVICES Request for Proposals

I. INTRODUCTION

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

In order to meet the needs of the children it serves, SCCS has developed a successful fatherhood involvement initiative entitled The Father Factor. The Father Factor encourages fathers to become involved in their children's lives, as children with involved fathers are significantly more likely to do well in school, have healthy self-esteem, exhibit empathy and pro-social behavior, and avoid high-risk behaviors. The Father Factor works with community partners to locate fathers of children in agency care and provide them with resources, support, hope, and encouragement as the agency strives for the permanency, safety, and well-being of children.

In continued support of its goals, SCCS is requesting proposals from qualified Organizations or Individuals (hereinafter "Provider") who have the ability and means to provide fatherhood support services to SCCS.

SCCS seeks an Agreement term of one (1) year with an option to extend the contract for two (2) additional one (1) year terms, at SCCS' discretion and subject to termination and available funding.

II. DEFINITIONS

- A. "Offeror" means the provider, entity, organization and individual that submits Proposals and accompanying materials to SCCS in response to the RFP solicitation.
- B. "Response" means the Proposal and accompanying materials submitted by the Offeror in response to the RFP solicitation.
- C. "Provider" means the agency or organization that provides fatherhood support services. Offeror and Provider are used interchangeably.

III. CONTACT PERSON

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

If Tracy Mayfield is unavailable, Vendors may contact Ann Ream at AREam@summitkids.org

IV. EXPECTED SCHEDULE OF EVENTS

January 10, 2019	Request For Proposals Released to Providers A copy will be sent to at least three (3) Providers, and a copy will be posted on the SCCS website located at www.summitkids.org under the Bidding Opportunities Tab.
January 17, 2019	Letter of Intent to Submit Proposal Submission Deadline Letter of Intent to be submitted by 12:00pm EST on 1/17/19 . SCCS requests that interested Providers submit a Letter of Intent to Bid to ensure they receive all communications regarding the RFP. Letters of Intent should be sent via email to TMayfield@summitkids.org and AReam@summitkids.org .
January 18, 2019	Question Submission Deadline Questions must be RECEIVED by SCCS no later than 12:00pm EST on 1/18/19 . Questions regarding the RFP must be forwarded on or before 12:00pm EST on January 18, 2019 in writing to TMayfield@summitkids.org and AReam@summitkids.org or mailed to Summit County Children Services, ATTN: Tracy Mayfield, 264 S. Arlington, Akron, Ohio 44306.
January 31, 2019	Proposal Submission Deadline Proposal must be RECEIVED by SCCS no later than 12:00pm EST on 1/31/2019 . Three (3) copies of the fully completed and executed Proposal must be submitted to Summit County Children Services, ATTN: Tracy Mayfield at 264 S. Arlington, Akron, Ohio 44306. Proposals submitted after the time set for the receipt will not be considered. Proposals should be labeled: "Response to RFP for Fatherhood Support Services."
January 31, 2019 - February 21, 2019 (estimated)	Proposal Review Period
TBD	Proposed time for Interviews, Presentation, Follow-up, and/or clarification, if needed
February, 2019 (estimated)	Notice of Award The Provider(s) to whom a contract shall be awarded will be notified of selection upon receipt of authorization by the Summit County Children Services Board of Trustees.
March, 2019 (estimated)	Projected Contract Commencement The contract term is estimated to commence in March, 2019 with the option to extend the contract for two (2) additional one (1) year terms at SCCS' discretion and subject to available funding and agreement of the parties to the contract. SCCS may contract with multiple Providers and the contract amount may be divided between selected Providers respectively. At the end of any contract term, SCCS may extend the contract at the rates then existing for the term then in effect to allow for adequate completion for SCCS' competitive procurement process.

- A. **Letter of Intent to Submit a Proposal** – SCCS requests submission of this Letter of Intent in order to ensure that interested Providers receive information related to this RFP. Letters should be sent via email to TMayfield@summitkids.org and AReam@summitkids.org on or before 12:00pm EST on **1/17/19**.
- B. **Question and Answer Period** – SCCS will accept questions regarding this RFP anytime during the question and answer period only. Questions must be in writing and sent via electronic or ordinary U.S. mail to the contact person identified in Section III. SCCS will disregard any questions received after 12:00pm EST on **January 18, 2019**. When responding to the Questions, SCCS will send responses to all Providers who submitted a Letter of Intent to Submit a Proposal.
- C. **RFP Updates** – SCCS will provide updates, amendments, and responses to questions to those interested Providers who submitted a Letter of Intent to Submit a Proposal. It is Provider's

responsibility to advise SCCS of any changes to contact information or preference to include multiple contacts to ensure receipt of updates. SCCS is not responsible for incorrect email addresses, undeliverable mail due to recipient mailbox exceeding its limit, and/or other email or Internet related issues.

- D. **Schedule of Events** – SCCS reserves the right to revise this schedule after providing reasonable notice to those Providers who have submitted a Letter of Intent to Submit a Proposal.
- E. **Proposal Submission** – Proposals **MUST** be received by SCCS no later than 12:00pm EST on **1/31/2019**. Proposals may be submitted in person or by mail to:

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

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

V. **GENERAL INFORMATION**

- A. **Communication Prohibitions** – From the initial development phase of this RFP until an actual contract(s) is awarded, there may be no communications concerning the RFP between any person, organization, or other business entity submitting a Proposal and members of the SCCS Board of Trustees, the Review Committee, or any staff member of SCCS other than as detailed herein. Providers who fail to comply with this prohibition risk elimination of their Proposal from further consideration.
 - 1. **Exceptions** – The only exceptions to this prohibition on communication are as follows:
 - a. To submit a Letter of Intent to Submit a Proposal;
 - b. Communications with the identified contact herein during the RFP Question and Answer period;
 - c. As necessary in any on-going business relationship separate from the RFP;
 - d. As part of any interview, proposal clarification process, or negotiations initiated by SCCS, which is determined by SCCS to be necessary to make a final selection.
- B. **Subcontractors** – SCCS does not desire to have the Provider rely on subcontractors as their primary source of staffing to meet the service needs of this RFP and resulting contract. If Provider is considering the use of a subcontractor(s) for any part of the work described in this RFP, Provider shall clearly identify the proposed subcontractor(s) and their role in providing services. The Proposal must include a letter of support from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:
 - 1. Subcontractor's legal status, federal tax ID number, and principle place of business address;
 - 2. Name, phone, and fax 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 Provider fails to pay subcontractor(s). This release must be executed prior to any resulting contract, if the prospective provider is selected for the contract.
- C. **Unresolved Findings for Recovery** - ORC Section 9.24 prohibits SCCS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is “unresolved” at the time of award. SCCS will review the Auditor of State’s website prior

to evaluating proposals. SCCS will not evaluate a proposal from any Offeror whose name, or the name of any of the subcontractors, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

- D. **Federal Debarment** - SCCS will review the federal Excluded Parties Listings Website prior to evaluating proposals. SCCS will not evaluate a proposal from any Provider whose name, or the name of any of the subcontractors, appears on the federal Excluded Parties List.
- E. **Public Information** – All Proposals and materials submitted will become the property of SCCS. SCCS is a public agency, and the process to procure goods and services is open to inspection by the public, including pricing, terms of payments, proposal materials, and evaluation scores. 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 of 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.
 - 1. **EXCEPTION:** In order to ensure fair and impartial evaluation, Proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under 149.43 of the Revised Code shall not be available until after the award of the contract.
- F. **Conflict of Interest** – Providers shall not promise or give to any SCCS employee, agent or any member of its Board of Trustees anything of value that could influence that person's decision on awarding a contract. Any Provider who violates the requirements and prohibitions set forth in the ORC, OAC, Federal Procurement Regulations or SCCS policies and procedures will be subject to termination of their contract, if a current contract exists, or refusal by SCCS to enter into an Agreement with the violator.
- G. **Examination and Responsiveness to the RFP** – Providers are expected to read and be familiar with the entire RFP. Providers' Proposal should be responsive to the RFP and comply with the proposal in a manner that makes it clear that they understand and responded to all sections of the RFP.
- H. **No Payment for Proposal Preparation** – SCCS is not liable for any Proposal preparation expenses Provider incurs.
- I. **Withdrawing Proposals** –
 - 1. Proposals may not be withdrawn after the Proposal Submission Deadline. All Proposals shall remain open and valid for a period of not less than ninety (90) days from the Proposal Submission Deadline.
 - 2. A submitted Proposal may be withdrawn by written request prior to the Proposal submission deadline.
 - 3. SCCS may terminate negotiations with a Provider at any time during the negotiation process if the Provider fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith. If SCCS terminates negotiations with a Provider, the contracting authority may negotiate with the Provider whose proposal is ranked the next most advantageous to SCCS according to the factors and criteria developed pursuant to the Evaluation Section of this RFP.
- J. **SCCS Rights and Conditions**
 - 1. Ohio Revised Code Section 307.90 and 307.91 permits SCCS to reject all bids, waive technicalities, amend the original estimate, and to advertise for new proposals or bids on the required services if SCCS determines that award of a contract is not in the best interest of SCCS, prices submitted are excessive compared to the market, or the proposals are non-responsive.
 - 2. This RFP does not constitute an offer. Acceptance of proposals for review does not commit SCCS to award a contract. SCCS reserves the right to cancel, withdraw, or reissue this RFP in part or in its entirety up until the time a contract is signed by the SCCS Executive Director.
 - 3. SCCS is the final authority in determining if a proposal is responsive or non-responsive to the terms and conditions of the RFP.
 - 4. SCCS reserves the right to award a single contract, multiple contracts, or to reject any or all proposals or parts of proposals received.

5. SCCS reserves the right to negotiate the scope of work and costs on proposals and to request Providers to submit a best and final offer.
6. SCCS reserves the right to modify the scope of the RFP to incorporate emerging best practices or services, operational, programmatic or policy changes, changes to law or rules and regulations, changes in technology, product substitutions due to unavailability of product specified, price changes, decreases or increases in funding, or decreases or increases in demand for services if the foregoing were unforeseen at the time of the RFP and the modifications are related to the original purpose of the RFP.
7. SCCS may, at its sole discretion, waive minor errors or omissions in any Proposal.
8. SCCS reserves the right to request Providers provide clarifications, make oral presentations, or submit additional information pertaining to their Proposals.
9. SCCS reserves the right to utilize any ideas submitted in proposals unless those ideas are covered by legal patent or copyright and are identified as such in the proposal.
10. SCCS reserves the right, if additional funds become available, to make additional awards based on the remaining proposals submitted in response to this RFP and/or to provide additional funds to successful Providers in lieu of releasing a new RFP.
11. In its sole discretion, SCCS reserves the right to extend the Proposal Submission Deadline, if such extension is in the best interest of SCCS.

K. 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 at the Proposal price and in accordance with the conditions of the RFP and accepted Proposal.
2. Provider's Proposal becomes binding on Provider upon submission of the Proposal subject to SCCS acceptance. All Proposals shall remain open and valid for a period of not less than ninety (90) days from the Proposal Submission Deadline.
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 the successful Provider refuses or fails to execute the contract, SCCS may award the contract to another Provider who complies with all the requirements of the RFP and any Addenda thereto.

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VI. SCOPE OF SERVICES AND CONTRACT

The primary role of the Fatherhood Support Services Provider will include the responsibilities, functions, qualifications, deliverables, and requirements listed in the contract below. Compensation for such services performed will be provided as detailed in the contract below. The following **pages 8 to 24** contain the Agreement and Business Associate Agreement that will result from this RFP. By submitting a proposal, Providing is agreeing to the terms and conditions of such Agreement. In its sole discretion, SCCS reserves the right to amend or change the terms and conditions in the Agreement until it is executed by SCCS and the selected Provider:

AGREEMENT TO PROVIDE FATHERHOOD SERVICES AND SUPPORT

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, its Executive Director, duly authorized and _____ (hereinafter referred to as "Provider"), a _____ corporation, with its principal place of business located at _____, by _____, its _____, duly authorized. SCCS and Provider are hereinafter collectively referred to as the "Parties."

WHEREAS, SCCS desires to obtain fatherhood services and support from a qualified provider;

WHEREAS, SCCS issued a Request for Proposals to identify a qualified provider of fatherhood services and Provider was identified; and,

WHEREAS, Provider desires to contract with SCCS to provide father specific services and support.

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

I. Term and Compensation

The Agreement will commence on _____, 2019 and continue in full force and effect through _____, 2020, with the option to renew for two (2) additional one (1) year terms at SCCS' discretion and subject to available funding and agreement of the parties, unless terminated earlier as provided for in this Agreement. In consideration of and subject to the terms and conditions set forth in this agreement, SCCS agrees to purchase, and Provider agrees to provide, Fatherhood Services and Supports. SCCS agrees to pay Provider **a total amount not to exceed Fourteen Thousand Five Hundred Dollars (\$14,500.00) over the initial term of the contract.**

Payment to Provider is contingent upon successful graduations from the SCCS Fatherhood Program. SCCS will pay Provider Five Hundred Dollars (\$500.00) per client that successfully qualifies for graduation from the SCCS Fatherhood Program during the term of this Agreement. SCCS will make payment only after each client successfully qualifies for graduation. SCCS will not be responsible for the payment of mileage reimbursement for Provider or any Provider staff, agents, or volunteers. Processing of payment may take up to thirty (30) days. 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.

II. Scope of Services

A. General Responsibilities: Provider will assist in the operations of the SCCS Fatherhood Program. Provider will work closely with the SCCS Co-Chairs to ensure the successful operation of all program components.

B. Essential Functions: Provider will do all of the following with regard to the provision of Fatherhood Support Services:

- a. Attend and participate in all Father Factor meetings and any other Father Factor sponsored or sanctioned activity or event;
- b. Work with SCCS caseworkers to assist in locating and engaging fathers;
- c. Provide consultation to SCCS on engaging fathers;
- d. Facilitate fatherhood groups at SCCS using the "24/7 Dad" curriculum and/or any evidence based program from the National Fatherhood Initiative;
- e. Mediate between mothers and fathers regarding issues surrounding their child(ren), including, but not limited to, shared parenting, child support, family interaction, housing, and communication skills;
- f. Instruct fathers on parent education;
- g. Attend case related meetings and court hearings as an advocate for fathers;
- h. Train child welfare staff in methods to engage fathers and the benefits to children of father involvement and responsibility;
- i. Make referrals for any needed community services (e.g. housing, veteran's services, employment) when appropriate;
- j. Engage fathers regarding case plan services;
- k. Upon receipt of a referral for services, review and assess the needs of the father and develop a plan to meet the father's needs;
- l. Maintain ongoing communication with the SCCS caseworker/supervisor, including telephone and/or e-mail contact at least twice monthly to ensure compliance regarding agreed-upon services (See Exhibit C);
- m. Attend any SCCS departmental/agency meetings as requested;
- n. Hold office hours at the SCCS campus, located at 264 S. Arlington Street, Akron, OH 44306, at least four hours per week and attend Team Decision Meetings (TDM) as needed;
- o. Facilitate fatherhood class sessions in the evenings at SCCS as designated and scheduled by the Father Factor Committee Co-Chairs.

C. Qualifications: Provider must have:

- a. Mediation certification through the State of Ohio preferred;
- b. Experience serving child welfare clients;
- c. Knowledge of and ability to work with Domestic Relations and Juvenile Courts;
- d. Strong computer skills;
- e. Strong interpersonal skills;
- f. The organizational capacity to provide the proposed services immediately following contract approval;
- g. The necessary skills to develop and utilize various methodologies to track program results and specific outcomes;
- h. The ability to demonstrate an in-depth understanding of how to provide Fatherhood Support Services effectively with the designated target population;
- i. Sufficient staff with experience to provide the services sought herein;
- j. Suitable administrative, accounting, and management information systems in place;
- k. Adequate policies and procedures in place;
- l. A demonstrated ability to work with public children services agencies and other public organizations in meaningful collaborative and/or partnership responsibilities;
- m. Appropriate licensing for the scope of services herein, if applicable;
- n. No investigation by their professional licensing boards, if applicable;
- o. Staff working directly with children and families of SCCS must undergo and pass criminal background checks, including Staff will have no child welfare history within the past five (5) years;
- p. Ability to maintain adequate record keeping and files to meet reporting and audit compliance requirements;
- q. The requisite insurance coverage and the ability to provide a Certificate of Insurance to SCCS; and,
- r. Capability to provide and manage the proposed services.
- s. Ability to meet all of the requirements set forth in this Agreement

E. Deliverables: The deliverables and expectations of the Fatherhood Services Provider are as follows:

1. Review and assess needs of fathers who are referred to Provider for services;
2. Develop a plan to meet the needs of fathers referred for services;
3. Educate SCCS clients on the need to be involved in the life of their child(ren);
4. Connect fathers to needed community resources;
5. Provide support/encouragement to fathers as needed;
6. Provide documentation of contact with fathers, signed off by the client when face-to-face contact occurs, such documentation will include the information solicited in **Exhibit C: Father Factor Progress Report Form**, which is attached hereto and incorporated into this Agreement as if fully rewritten herein;
7. Provide a minimum of two (2) contacts per month with the SCCS caseworker/supervisor;
8. Motivate clients to become/remain involved in the life of their child(ren) and to complete child welfare case plan objectives;
9. Educate and train child welfare professionals on the importance of father involvement and skill development in engaging fathers;
10. Actively participate in all Father Factor meetings and Father Factor sponsored or sanctioned events;
11. Facilitate fatherhood class sessions at SCCS;
12. Mediate between mothers and fathers regarding issues surrounding their child(ren), including, but not limited to, shared parenting, child support, family interaction, housing, and communication skills;
13. Hold office hours at SCCS at least four (4) hours per week;
14. Attend case related meetings and court hearings as an advocate for fathers; and,
15. Provide consultation to SCCS on issues with fathers as needed.

F. Provider Requirements:

1. **Driver's Licenses:** A valid Ohio driver's license is required for any Provider employee or staff person who transports SCCS clients. Any Provider employee who has accumulated four (4) or more penalty points, as reported by the Ohio Bureau of Motor Vehicles, for motor vehicle operation violations within the preceding two (2) years will not be permitted to transport SCCS clients participating in services under this agreement;
2. **Background Checks:** All Provider employees or staff persons interacting with SCCS clients will undergo and pass a criminal background check. If a Provider employee has any record of crimes concerning children, crimes involving weapons or violence (including but not limited to domestic violence and assault), and/or crimes concerning possession, sale, or trafficking of illegal drugs or controlled substances, that person is disqualified from providing services under this contract. Background checks on all Provider employees providing services under this contract will be made available to SCCS upon request.
3. **Licensure:** All licenses required by the State of Ohio and/or local rule or regulation, if any, which are necessary to perform this contract, must be obtained prior to the execution of this agreement. Provider must submit proof of any relevant licensure prior to execution of a contract.

III. Independent Contractor Status

Provider agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Provider also agrees that, as an independent contractor, Provider assumes all responsibilities for any federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment 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 contractual period

Provider becomes disqualified from conducting business in Ohio, for whatever reason, Provider must immediately notify SCCS of the disqualification and Provider will immediately cease performance of its obligations hereunder until further notice from SCCS.

IV. 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.

V. Insurance

Provider will purchase and maintain for the term of this agreement insurance of the types and amounts described below and provide to SCCS the policies' declarations pages as written proof of compliance with the insurance requirements described below. 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. Workers' Compensation insurance as statutorily required, and Employer's Liability Insurance, Ohio Stop Gap, with limits of not less than One Million Dollars (\$1,000,000) each accident, each employee.
- C. Commercial Auto Liability insurance with limits of liability of not less than Two Million Dollars (\$2,000,000), combined single limit bodily injury and property damage, including hired and non-owned, and uninsured and underinsured motorists coverage at full policy limits, and the fellow-employee exclusion deleted.
- D. Professional Liability insurance, responding to claims of acts, errors, or omissions, and professional liability arising from or connected with Provider's performance of, and that of its employees, agents, contractors, and/or volunteers, or its or their failure to perform, services in accordance with this Agreement, which insurance will have limits of not less than Two Million Dollars (\$2,000,000) each claim in the aggregate.
- E. All insurance hereby required of Provider will respond to liability asserted against Provider, its employees, volunteers, and board members, and any subcontractor, board member, volunteer, agent, or employee of Provider that performs services for SCCS under this Agreement.
- F. Except for Workers' Compensation insurance, all insurance required of Provider will be endorsed to provide, and all insurance certificates will include the statement, that the insurance covered by the certificate will not be cancelled, materially altered, or non-renewed without a minimum of thirty (30) days prior written notice to SCCS.
- G. SCCS, its employees, Board of Trustees, and agents will be included as additional insureds under Provider's Commercial General Liability and Auto Liability insurance, using ISO additional insured endorsement CG 20 26 11/85 or a substitute form providing equivalent coverage, and under Provider's Commercial Umbrella policy, if any; the Commercial General Liability, Commercial Auto Liability, and Commercial Umbrella insurance will apply as primary insurance with respect to any other insurance or self-insurance programs afforded to SCCS. Such additional insured status and coverage afforded to SCCS thereunder will apply only to the extent liability is asserted against SCCS arising from performance under this contract or from the alleged acts or omissions of Provider (and its employees/agents). There will be no endorsement or modification of the Commercial General

Liability, Commercial Auto Liability, or Commercial Umbrella to make any of these three (3) policies excess over other available insurance, and any liability insurance of SCCS, if any, will be non-contributing.

- 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 it.
- J. If Provider fails to maintain the insurance as required herein, SCCS will have the right but not the obligation to purchase said insurance at Provider's expense.
- K. Provider's failure to maintain the required insurance may result in the termination of this Agreement, at SCCS' option.
- L. 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 to Provider. Upon request from SCCS, Provider will deliver to SCCS written proof of all such insurance purchased and maintained by all Subcontractors.
- M. Provider will report to SCCS any lawsuit, or other proceeding asserted against or otherwise implicating Provider or its Subcontractor(s), that in the reasonable commercial opinion of Provider, may result in liability of Provider or its Subcontractor(s) exceeding Five Hundred Thousand Dollars (\$500,000), which notice by Provider to SCCS will 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.
- N. To the extent any insurance purchased by Provider or its Subcontractor(s) 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.
- O. By requiring insurance herein, SCCS does not represent that coverage and limits will necessarily be adequate to protect Provider or its Subcontractor(s), 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.
- P. SCCS reserves the right to amend, revise, or otherwise supplement the insurance requirements imposed upon Provider, and may do so by communicating in writing such amendment or revision to Provider.

VI. Indemnification

Provider will indemnify and hold harmless SCCS, its officers, agents, and employees from and against all lawsuits that may be based upon, whether foreseen or unforeseen, any injury or death to any persons or damage to property arising out of an error, omission, willful misconduct, or negligent act of Provider, its officers, employees, subcontractors, volunteers, and/or agents associated with the services and responsibilities encompassed herein; and Provider will, at its own expense, defend SCCS, its officers, agents, employees, and Board of Trustees in all litigations and pay all attorney's fees related to such litigation (for counsel retained by SCCS), damages, court costs, and other expenses arising out of such litigation 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, its officers, agents, employees, and Board of Trustees pursuant to such litigation. It is understood and agreed by the parties that Provider will so indemnify, hold harmless, and defend SCCS unless it will be determined by a court of competent jurisdiction that such injury, death, or damage to property was caused solely by the acts of SCCS and such acts were with malicious purpose, in bad faith, or in a wanton or reckless manner. Provider specifically and expressly waives any and all rights of immunity afforded under

VII. Liability

Provider agrees it is liable for any loss or damage to SCCS or injury to any client/child under the care of SCCS that results solely from the negligence or willful misconduct of Provider or its officers, employees, agents, and/or any Provider designated volunteer or staff member providing services hereunder. In the event Provider negligently or willfully causes SCCS, a client of SCCS, or a child under the care of SCCS or their foster parent injury or death, this Agreement will terminate immediately. SCCS may pursue appropriate legal action to protect its rights in law or equity relative to Provider's negligence or willful misconduct.

VIII. Conflict of Interest

Provider agrees that Provider, its officers, members, volunteers, agents, and employees currently have no, nor will they acquire, any interest, whether personal, professional, direct, or indirect, which is incompatible, in conflict with, or which would compromise the discharge and fulfillment of Provider's functions, duties, and responsibilities hereunder. If Provider, its officers, members, agents, volunteers, 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 and the SCCS Standards of Conduct.

IX. HIPAA Compliance

To achieve compliance with the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act, the parties hereto incorporate by reference EXHIBIT A attached to this Agreement, which exhibit is captioned "BUSINESS ASSOCIATE AGREEMENT."

X. News Media

Provider is 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 and her authorized representative are the only spokespersons for SCCS.

XI. Use of Copyrighted Materials

Provider warrants that any materials provided by Provider for use by SCCS pursuant to this Agreement shall 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.

XII. Confidentiality of Data

A. Provider agrees that all information communicated to Provider with respect to Father Specific Services and Supports, including any confidential information gained by Provider or Provider's representative(s) by reason of association or employment with SCCS or its associates, whether or not that confidential information was directly or intentionally communicated, is confidential. Provider further agrees that all

information, conclusions, recommendations, reports, advice, and other documents generated by Provider pursuant to this Agreement are confidential.

- B. Provider promises and agrees that Provider will not disclose any confidential information to any other person unless specifically authorized in writing by SCCS to do so. If SCCS gives Provider written authorization to make any disclosures, Provider will do so only within the limits and to the extent of that authorization.
- C. Provider will use best efforts to prevent inadvertent disclosure of any confidential information to any third party by using the same care and discretion that Provider uses with similar data Provider designates as confidential. Provider, its employees and representative(s) will sign a Confidentiality Agreement provided by SCCS prior to interacting with or providing services to SCCS clients. The parties hereto incorporate by reference EXHIBIT B attached to this Agreement, which exhibit is captioned "CONFIDENTIALITY AGREEMENT."

XIII. Termination of Contract

- A. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement.
- B. Notwithstanding the above, SCCS may suspend or terminate this Agreement immediately upon delivery of written notice to Provider if SCCS has discovered any illegal conduct on the part of Provider, violation of any provision of the Agreement, or loss of funding.
- C. Provider, upon receipt of notice of suspension or termination, agrees that it will cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of suspension or termination describing the status of all work under the Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as SCCS may require.
- D. In the event of suspension or termination, under this Section, Provider will be entitled to compensation, upon submissions of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by SCCS based upon the compensation provisions provided herein. SCCS will receive credit for reimbursements already made when determining the amount owed to Provider. SCCS is not liable for any costs incurred subsequent to the date of receipt of notice of termination.
- E. Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, SCCS may exercise any administrative, contractual, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and SCCS retains the right to exercise all remedies hereinabove mentioned.
- F. 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 so waived and will not be deemed to waive other failures hereunder. Waiver by SCCS is not effective unless it is in writing signed by the SCCS Executive Director.

XIV. Entire Integrated Agreement And Modification

This document and any attached exhibits together constitute the integrated written agreement of the parties. This document and all documents which have been incorporated by reference contain all the terms, provisions, and conditions of this Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained herein will be valid or binding except as otherwise stated herein. No term or provision may be unilaterally modified or amended. Any alteration, variation, modification, or waiver of a provision of this Agreement will be valid only when reduced to writing, duly signed by the parties 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.

XV. Assignment

Neither 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 has consented, the assignee will agree in writing to assume, perform, and be bound by the covenants, obligations, and agreements contained herein. 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 permitted assignee pursuant to this Section.

XVI. 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.

XVII. 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. Provider agrees that in accordance with SCCS policy, Provider will not permit any employee with such history to provide services to SCCS clients under this Agreement.

XVIII. Verification of Professional Credentials

Independent contractors whose service to SCCS requires specific credentials or licenses, include, but are not limited to, professionals in the following categories – social workers, nurses, attorneys, CPAs, physicians, dentists, and psychologists. Provider hereby attests that individuals/employees providing client services under this Agreement possess current, valid license to provide such contracted services and they meet the standards of the recognized professional licensing/accrediting organization for the relevant discipline. If at any time during the term of this Agreement such license is suspended or revoked, SCCS may immediately terminate the Agreement.

XIX. Background Checks & Notification of Persons Serving Children & Families

Provider will conduct background checks on all new employees, volunteers, and/or interns providing services to SCCS clients under this Agreement who are not licensed staff. Provider is not required to conduct background checks for licensed staff if Provider has verified that background checks are conducted as part of the licensing process. Prior to assigning any non-licensed employee to provide services to SCCS clients, Provider will conduct a criminal background check for the employee. Provider will conduct a review of all appropriate, regularly permissible state criminal history records and civil child abuse and neglect registries, as well as sex offender registries. Upon execution of this Agreement, Provider will provide a written statement to SCCS indicating that background checks have been completed in compliance with this Agreement. Provider will provide a copy of such background check(s) to SCCS upon request.

XX. Prohibition of Corporal & Degrading Punishment

SCCS prohibits the use of corporal or degrading punishment against children served by SCCS. Provider agrees to comply with such policy.

XXI. Applicable Law and Designated Forum for Dispute Resolution

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.

XXII. Notice

A party giving notice as provided for by this Agreement, except as otherwise specified in this Agreement, will send such notice by Certified Mail, return receipt requested, postage prepaid to the address of the other party which is set forth in the first paragraph of this Agreement. Notices to SCCS will be sufficient if made or

addressed to the Department Director, Social Services Programs. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated two (2) days after the mailing. Notices will be deemed communicated when delivered to the address listed whether received or rejected by the addressee.

XXIII. Waiver

Failure of either party to insist on performance of any term or condition of this Agreement or exercise any right or privilege hereunder will not be construed as a waiver of such term, condition, right, or privilege in the future.

XXIV. Compliance With All Laws

SCCS and Provider agree that in the performance of this Agreement, there will be no discrimination against any person because of race, color, sex, religion, national origin, age, handicap, or any other factors specified in the Civil Rights of 1964 Act, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. Provider agrees to abide by all Federal, State, County, and City laws, statutes, ordinances, resolutions, rules, and regulations applicable to this Agreement.

XXV. Records

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 this Agreement will be retained and made available by Provider for audit by the State of Ohio, (including, but not limited to, Ohio Department of Jobs and Family Services, the Inspector General of Ohio, or any duly authorized law enforcement officials) and by agencies of the United States government for a minimum of four (4) years after payment for work performed under this Agreement. If an audit, litigation, or other action is initiated during this time period, Provider will retain such records until the action is concluded and all issues are resolved or the four (4) years end, whichever is later. Provider acknowledges, in accordance with Section 149.431 of the Ohio Revised Code, that certain financial records related to the performance of services under this Agreement may be deemed to be public records.

XXVI. Unresolved Findings of Recovery

Pursuant to ORC § 9.24, Provider must warrant that no unresolved findings of recovery have been issued against Company by the Auditor of the State of Ohio.

XXVII. Drug Free Workplace

Provider will comply with all applicable Ohio laws regarding maintaining a drug-free workplace. Provider will make a good faith effort to ensure that all its employees, while working on SCCS property, do not possess and will not be under the influence of illegal drugs or alcohol or abuse prescription drugs.

XXVIII. 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.

XXIX. Illegal Alien Status

Provider certifies that Provider will not employ any alien in violation of the Immigration and Nationality Act or any other law, convention, or treaty of the United States relating to immigration, exclusion, deportation, or expulsion of aliens.

XXX. Headings

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

XXXI. Prohibition of Harassment

Provider, its employees, volunteers, and/or subcontractors 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, and internet materials).

XXXII. Prohibition of Harassment

Each party shall be excused from performance under this Agreement and shall have no liability to any other party for any period it is prevented from performing any of its obligations as a result of delay caused by the other party or by an act of God, terrorism, civil disturbance, or any other condition beyond such party's control.

Signatures appear on the following page.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have caused this Agreement to be executed as of the dates listed below.

Summit County Children Services

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

Provider

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

Approved as to Form and Legal Content:

Sherri Bevan Walsh, Prosecutor
County of Summit

Exhibit A

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("BAA") is by and between Summit County Children Services, a Public Children Services Agency, located at 264 S. Arlington Street, Akron Ohio 44306, executed by Julie Barnes, M.Ed., LSW, its Executive Director ("SCCS"), and _____ (hereinafter referred to as "Provider" or "Business Associate"), with its principal place of business located at _____, executed by _____, its _____, duly authorized. SCCS and Business Associate are collectively referred to herein as the "Parties." The Parties agree to comply with the terms of this BAA that will be effective upon the date the last party executes this BAA.

WHEREAS, SCCS seeks a partner to provide Fatherhood Support Services to clients served by SCCS;

WHEREAS, Business Associate desires to provide such services for SCCS and its clients; and,

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

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

I. PURPOSE

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

II. DEFINITIONS

1. "Privacy Rule" means the Health Insurance Portability and Accountability Act, as amended, ("HIPAA") Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E. Security Rule means the Security Rule Standards at 45 CFR Part 160 and Part 164, Subpart B.
2. "Protected Health Information" ("PHI") means any information which relates to the past, present, or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or payment for the provision of healthcare to an individual and identifies the individual or which can be used to identify the individual. (See 45 C.F.R. 160.103).

3. "Required by Law" means a mandated use or disclosure of PHI. Required by Law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, governmental or tribal inspector general, or administrative body authorized to require the production of information; civil or authorized investigative demands; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
4. "Covered Entity" means any health plan, any health care clearinghouse, and those health care providers that electronically transmit any health information in electronic form to carry out financial or administrative activities related to health care as set forth in the Privacy Rule.
5. Other terms used but not otherwise defined in this BAA will have the same meaning as those terms have in the Privacy and Security Rules.

III. OBLIGATIONS AND ACTIVITIES

1. Business Associate will not use or disclose PHI other than as permitted or required by law or as provided in this BAA.
2. Business Associate will use appropriate and reasonable physical, technical, and administrative safeguards 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:
 1. would not violate the Privacy Rule if done by SCCS; and
 2. would not violate the minimum necessary policies and procedures of SCCS.
3. Business Associate agrees that uses and disclosures of PHI will be made in accordance with SCCS' minimum necessary policies.

V. TERM AND TERMINATION

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

upon by the Parties, both Parties will return or destroy all PHI received from the other party. Where return or destruction is not feasible, Business Associate will extend the protections of this BAA to such PHI and limit further use and disclosure for so long as Business Associate maintains such PHI.

VI. MISCELLANEOUS

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

Signatures appear on the following page.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have caused this Agreement to be executed as of the dates listed below.

Summit County Children Services

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

Provider

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

EXHIBIT B

CONFIDENTIALITY STATEMENT

I, _____ (Participant), in consideration for the opportunity to accompany a Summit County Children Services (SCCS) worker in the field, or otherwise, while investigating a report of child abuse, neglect, and/or dependency, providing services to SCCS clients, and/or performing job duties, agree to the following:

Pursuant to the Ohio Administrative Code Section 5101:2-33-21:

- I agree that the information provided by SCCS shall remain the property of SCCS.
- I agree that I will not disseminate confidential information containing names or data by which any individual or out-of-home care setting could be identified or deductively disclosed.
- SCCS shall review any material which is to be released prior to its dissemination or publication to verify that the information is void of names or data by which any individual or out-of-home care setting could be identified or deductively disclosed.
- I accept legal responsibility for unauthorized dissemination of confidential information.

I agree that all information discussed during a SCCS meeting, whether or not that information was directly or intentionally communicated, is confidential. I agree to be bound by the same standards of confidentiality that apply to all members of SCCS. I agree not to disclose any confidential information regarding SCCS, SCCS clients, children in custody, employees, or agents to any person/entity unless specifically authorized in writing by the SCCS Executive Director.

I agree that copies of confidential information may not be made without the express, written permission of the Executive Director and that any copies shall be returned to SCCS along with the originals at the conclusion of the SCCS meeting/function which I attend.

Further, I agree not to bring any claims against SCCS that may arise out of my involvement with SCCS and I agree that SCCS is not responsible or liable for any personal injury or property damage that may occur.

 Signature

 Date

 Witness

 Print Name

 Signature of Parent/Legal Custodian
 (If Participant is a minor)

FATHER FACTOR PROGRESS REPORT

Case Name: _____ Case ID: _____ Worker: _____

FATHER INFORMATION			
Paternity:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Military Status: <input type="checkbox"/> Yes <input type="checkbox"/> No
Custodial Parent:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Criminal History: <input type="checkbox"/> Yes <input type="checkbox"/> No
			If Yes, Describe:
Name(s) _____			
Address (if different from above) _____			
Home Phone () _____		Work Phone () _____	

Practitioner's effort to contact father:

Progress updates:

Father Practitioner Signature: _____ Date _____

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

VII. PROPOSAL FORMAT

- A. **Proposal Responses.** Proposals shall be prepared as simply and straightforwardly as possible. Each responsive Proposal must contain the following information. Proposals which fail to include all of the information required herein may be rejected as non-conforming.
1. **Cover Letter** – Provider should provide a cover letter with a brief introduction to the entity submitting the proposal, including, but not limited to:
 - a) The name and title of the main contact for communications related to the Proposal and this RFP, and all contact information (email, direct office phone, fax, etc.).
 - b) If Provider is an agency, please include the following information:
 - i. Type of legal entity (i.e., corporation, partnership, sole proprietorship, etc.); and,
 - ii. The legal name of the entity; and,
 - iii. The entity's principal place of business address; and,
 - iv. A brief summary of the entity's organizational structure, its mission, and services offered; and,
 - v. The names, titles, education, and certification of key personnel who will be working on the services sought herein.
 - c) If Provider is a sole practitioner, please include the following information:
 - i. The educational background of the sole practitioner;
 - ii. Licensures/certification(s) of the sole practitioner.
 - d) The Letter **MUST be Signed** by the person authorized to legally bind the Provider to the terms of the Proposal and should include the position/title the signer holds (i.e. CEO, President, Director).
 2. **Summary of Services** – Provider should provide a narrative response which addresses, at a minimum, the following information:
 - a) A high level overview of the proposed services, activities, goals, collaboration, and strategies to meet SCCS desired results.
 - b) The Summary of Proposal Section should **not exceed one (1) page**.
 3. **Provider Detail & Questions** – The Provider shall respond to the questions set forth below:
 - a) Provide the mission of the Provider organization and explain how this mission will meet the needs and services sought in this RFP.
 - b) Does the Provider currently have an established fatherhood support program in place? **If so**, please describe the following:
 - i. Whether Provider utilizes Ohio Child Welfare Training Program (OCWTP) trainers and coaches;
 - ii. The date the fatherhood support program was established and number of years in existence, including a brief overview of history and experience;
 - iii. The type of training required for Provider employees, agents, staff, including number of hours required, names of some of the class types, and any certifications required, if applicable;
 - iv. Provide statistics to demonstrate experience, including, but not limited to, number of clients served on weekly/monthly/annual basis, number of fatherhood classes provided (if applicable) on a weekly/monthly/annual basis, number of Provider employees/staff, etc.
 - v. Please identify all key individuals that will be associated with this project, and include an individual description of the key individuals' history and experience providing the services described in this RFP.
 - c) Discuss the top three (3) distinctions between your organization and its competitors.
 - d) What barriers and challenges have you faced and what have you done to overcome them?
 - e) This Provider Detail & Questions Section should **not exceed five (5) pages**.

4. Ability to Meet Scope of Services - This Section of the Proposal should contain a narrative as to how Provider can meet the criteria set forth in the Scope of Services above relative to the Provider qualifications, responsibilities, duties, training, supervision, experience, and requirements.
 - a) If Provider must take exception to any portion of the Scope of Services, this must be specified in this section of the Proposal;
 - b) Include a description as to how employees/staff persons are recruited, whether they are employees or independent contractors of Provider, how they are paid, and the process for hiring;
 - c) Describe in detail the methods in place for supervision and oversight of employees who will be working with SCCS clients;
 - d) Identify how Provider attempts to achieve cultural diversity in the pool of fatherhood support staff. Describe strategies used by Provider to encourage and assist staff to address cultural diversity when delivering services to families;
 - e) Identify and describe any cultural diversity training required for Provider employees;
 - f) Explain how Provider handles any issues or concerns raised about employees;
 - g) Describe how many clients are assisted by Provider on a weekly, monthly, or annual basis and the capacity or number of clients that can be served if awarded the contract resulting from this RFP;
 - h) Identify Provider's process for compliance with ethical standards and obligations related to child welfare service providers;
 - i) Identify Provider's process for compliance with confidentiality mandates on Provider staff, employees, and agents;
 - j) Provider shall include a copy of one (1) sample fatherhood engagement/support service plan (all personal information redacted); and,
 - k) The Ability to Meet Scope of Services related to Provider Section should **not exceed six (6) pages**.
5. Child Welfare Experience - This Section should include details about previous child welfare experience.
 - a) Provide any prior professional child welfare experiences or collaboration with child welfare professionals;
 - b) Identify whether Provider has worked with public agencies, even if not child welfare, and describe any meaningful collaborations or partnerships; and,
 - c) The Child Welfare Experience Section should **not exceed one (1) page**.
6. Measures of Success - This Section should identify how Provider measures success as it relates to Fatherhood Support Services.
 - a) Describe how Provider defines success;
 - b) Explain how Provider measures success as it relates to fatherhood initiatives;
 - c) Identify Provider's process for assessing client satisfaction;
 - d) Provide a success story, removing names or other identifiers; and,
 - e) The Measures of Success Section should **not exceed one (1) page**.
7. Additional Documents – This section should include the following:
 - a) Applicable Bureau of Workers' Compensation Certificate in compliance with the requirements set forth in this RFP;
 - b) Certificates of Insurance in compliance with the requirements set forth in this RFP; and,
 - c) Applicable Licensing in compliance with the requirements set forth in this RFP.
8. Exhibits – The following documents are attached to this RFP. **Some exhibits must be filled out and included as part of Provider's proposal; therefore, Provider should read the following information carefully.**
 - a) **Proposal Checklist – Exhibit 1** – The purpose of the Proposal Checklist is to provide a format for Provider's Proposal response. Providers should use the Proposal Checklist as a table of contents for the Proposal and guide for organizing the Proposal. **The Proposal**

Checklist should be included as the first page in the Proposal, before Section A. The Provider's Proposal should be organized in the order provided in the Proposal Checklist. Each section of the Proposal should include clearly marked tabs corresponding to the alphabetical labeling on the Proposal Checklist. SCCS provides the Proposal Checklist as a guide to assist Vendors with assembling their Proposal; however the Checklist is not a substitute for a careful reading of and compliance with the RFP.

- b) **Attachments** – The following attachments listed below are attached to the RFP as Exhibits and incorporated herein by reference. All of the following must be completed and submitted as part of Provider's Proposal in the corresponding alphabetical tab identified in the Proposal Checklist, including notarization where applicable.
 - i. References – Exhibit 2
 - ii. Agreement to Specifications Form – Exhibit 3
 - iii. Proposal Pricing Form – Exhibit 4
 - iv. Equal Employment Opportunity Affidavit – Exhibit 5
 - v. Non-Discrimination Certification – Exhibit 6
 - vi. Ethics Certification – Exhibit 7
 - vii. Affidavit relative to Delinquent Personal Property Tax – Exhibit 8
 - viii. Affidavit of Non-Collusion – Exhibit 9

B. FAILURE TO INCLUDE ANY INFORMATION REQUIRED IN THE PROPOSAL FORMAT SECTION MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AS NON-RESPONSIVE. If any information is inapplicable to Provider, please make note of such in the proposal.

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

The remainder of this page intentionally left blank.

VIII. EVALUATION CRITERIA

A. Preliminary Review

1. A preliminary review will be conducted to examine whether the Proposal meets the minimum requirements and mandatory conditions specified in the RFP. This includes:
 - a) The Proposal must comply with the required delivery method, location for delivery and timeliness set forth in this RFP. The Proposal must be either hand delivered, courier delivered, or mailed and have been received at the address indicated in the RFP by **12:00pm EST on 1/31/2019**. A Proposal received after this time will be immediately rejected.
 - b) There must be three (3) hard copies of the signed original Proposal.
2. Proposals must meet the format specifications set forth in the Proposal Format Section of this RFP, including inclusion of the Provider Checklist, alpha tabs corresponding with the Checklist, and all required attachments.
3. **Any deviation may result in a loss of points and may be cause to reject the Proposal in its entirety.** SCCS reserves the right to declare a Proposal non-responsive if it fails to conform to the requirements in this section.
4. SCCS reserves the right to waive deviations or errors in the Proposal format at its sole discretion.

B. Evaluation

1. Each Proposal that passes the Preliminary Review will be reviewed, evaluated, and scored by a review committee comprised of individuals selected at the sole discretion of SCCS. SCCS evaluators reserve the right to seek reviews or the advice of other SCCS personnel with technical or professional experience that relates to this RFP.
2. **Technical Review** - Proposals must meet the format specifications set forth in the "Proposal Format" section. **Any deviation from these requirements may be cause for loss of points or to reject the Proposal.**
3. The review committee will conduct a review of Proposals which pass the Preliminary Review. The review committee will evaluate and score each Proposal against the Evaluation Criteria defined below. During the evaluation, Provider may be requested to provide additional information for purposes of clarification. Provider may also be requested to appear before the review committee for an Interview or Presentation to respond to questions from the review committee and to present any additional information requested by the SCCS review committee. If SCCS requests presentations or additional information from one or more Providers, the review committee is NOT required to request information from all of the Providers. Failure to respond to such requests for information will result in the Provider's Proposal being reviewed as submitted.
4. The review committee will review and discuss each Provider's Proposal and come to an agreement on a consensus score, although each member may maintain separate, written comments as to the strengths and weaknesses. If follow-up interviews, presentations, or documented clarifications are requested from any Provider, the review committee may revise the scores of the Proposals based on the information obtained during the follow-up interview, presentation, or discussion by applying it to the Evaluation Criteria specified in the RFP.
5. Proposals may be determined to be non-responsive at any point in the evaluation process. If a Proposal is non-responsive, the Provider submitting the Proposal will be notified and the Proposal will not receive further evaluation.
6. SCCS reserves the right to waive any informality or irregularities in the Proposal.
7. During the evaluation, negotiation, and selection processes, committee members may not disclose information from one proposer to another proposer. All information provided by proposers shall remain confidential until after the conclusion of the procurement process.
8. The evaluation and determination of SCCS is final and is subject to approval by the Board of Trustees.

C. Acceptance of Proposals.

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

D. Rejection of Proposals.

1. Proposals not submitted by the RFP submission deadline will not be considered and will be rejected by SCCS.
2. SCCS reserves the right to reject proposals from Providers who fail to attend the mandatory provider meeting
3. SCCS reserves the right to reject any or all Proposals, in whole or in part, for any reason.
4. SCCS further reserves the right to reject any or all Proposals as follows:
 - a) at any time in the RFP process, including after review of all Proposals;
 - b) any part or parts of any Proposal, for any reason whatsoever;
 - c) where the Provider takes exception to the terms and conditions of the RFP;
 - d) where the Provider fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP;
 - e) where the Provider submits prices that SCCS considers to be excessive, compared to existing market conditions, or SCCS determines the submitted pricing exceeds the available funds of SCCS;
 - f) where the Provider makes a material error in its Proposal and does not cure said error prior to the Proposal submission deadline. SCCS reserves the right to determine what constitutes a material error;
 - g) where SCCS has determined that award of a contract would not be in the best interest of SCCS.
5. SCCS reserves the sole and exclusive right to cancel or reissue the RFP, and/or reject any or all responses to this RFP, in whole or in part, with or without cause, when it is determined to be in the best interest of SCCS to do so.
6. SCCS may cancel or reissue this RFP for any of the following reasons:
 - a) The supplies or services offered through all of the proposals submitted to SCCS are not in compliance with the requirements, specifications, and terms and conditions set forth in the request for proposals;
 - b) The prices submitted by the Provider are excessive compared to existing market conditions or exceed the available funds of the contracting authority; or
 - c) SCCS determines that award of a contract would not be in the best interest of SCCS.
7. SCCS also reserves the right to waive any informality or irregularities in the Proposal.
8. Failure to furnish all information requested in this RFP or to follow the proposal format requested may disqualify the Proposal. **Any deviation from these requirements may be cause for loss of points and may be cause to reject the Proposal.**
9. All Proposals may also be rejected if funding cannot be appropriated.

E. Award

1. Based upon its Evaluation, SCCS may award a contract to one or more Provider(s) whose Proposal is determined to be the most beneficial and advantageous to SCCS, taking into consideration price in addition to the evaluation factors and criteria set forth in this RFP.

2. SCCS reserves the right to award a contract in whole or in part to one or multiple Providers.
3. SCCS will contact the Provider(s) with the highest cumulative score(s) to negotiate the final terms and conditions of the contract, including, but not limited to, cost. Preliminary selection of a proposal does not guarantee that SCCS will award a contract to that Provider. SCCS reserves the right to terminate negotiations with the highest ranked Provider and to begin negotiations with the next highest ranked Provider if SCCS and the Provider preliminarily selected cannot reach an agreement on the final terms and conditions of the contract.
4. **SCCS reserves the right to negotiate the contract price with the Provider whose proposal is determined to be the most beneficial and advantage to SCCS. SCCS is not obligated to award the contract to the Provider who submits the lowest price quotation.**
5. SCCS may terminate negotiations with a Provider at any time during the negotiation process if the Provider fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith. If SCCS terminates negotiations with a Provider, SCCS shall negotiate with the Provider whose proposal is ranked the next most advantageous to SCCS according to the factors and criteria developed in this RFP.
6. If the successful Provider fails to execute the Agreement, SCCS may award the contract to another Provider whose Proposal met the requirements of the RFP.
7. The recommendation of the Summit County Children Services Board of Trustees is final.
8. SCCS will not be contractually bound until and unless a written agreement has been fully executed. SCCS contracts are not valid and enforceable until the SCCS Board of Trustees approves the contract and the contract is fully executed by the authorized signatory of the recommended Provider and the Executive Director of SCCS.
9. The terms and conditions contained in this RFP and any representations, affirmations, or offers made in the selected Proposal will be contractual obligations on the selected Provider upon execution of the resulting contract.

F. Evaluation Criteria:

A Team of SCCS Evaluators will review all Proposals meeting submission criteria. The Evaluators will assess and assign points in the areas listed below:

EVALUATION CRITERIA	MAX POINTS
Preliminary Review	Pass/Fail
Summary of Services	10
Provider Experience and Qualifications	20
Ability to Meet the Scope of Services	30
Child Welfare Experience	10
Measures of Success	10
Deliverables	10
Cost	20
Technical Review	10
Total Possible Points	120

PROPOSAL EVALUATION RATING SHEET

Evaluation Criteria	Max Points	Exceeds	Meets	Partially Meets	Does not Meet
Preliminary Review	Pass/Fail				
Summary of Services	10	10-9	8-7	6-5	0
Provider Detail & Questions	20	20-19	18-16	15-12	0
Ability to meet the Scope of Services	30	30-27	26-24	23-18	0
Child Welfare Experience	10	10-9	8-7	6-5	0
Measures of Success	10	10-9	8-7	6-5	0
Deliverables	10	10-9	8-7	6-5	0
Cost	20	20-19	18-16	15-12	0
Technical Review	10	10-9	8-7	6-5	0
TOTAL POSSIBLE POINTS	120				

The Ratings will be based on the following:

RATINGS	DESCRIPTION
Exceeds	Meets or exceeds all requirements; reflects superior qualities; offers significant enhancements or strengths beyond what was requested in the RFP; demonstrates maximum effectiveness, exceptional quality, and breadth of knowledge; innovative; no offsetting weaknesses; exemplifies strong probability of success
Meets	Meets all requirements; reflects some enhancements or strengths beyond what was requested in the RFP; demonstrates effectiveness, quality, and knowledge; weaknesses, if any, are few and tend to be offset by strengths; illustrates reasonable probability of success
Partially Meets	Meets some requirements, but not all; unable to meet one or more standards; contains weaknesses that outweigh strengths; and lacks details; probable success is questionable
Does not Meet	Proposal fails to address essential RFP requirements, is unclear or lacking detail, plan is not organized; Success is unlikely

IX. ATTACHMENTS

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

Exhibit 1

PROPOSAL CHECKLIST

SECTION	PROPOSAL CONTENTS	√ (to indicate included)	Page # in Proposal
A	* Cover Letter		
B	Summary of Services		
C	Provider Detail & Questions		
D	Ability to Meet Scope of Services		
E	Sample Fatherhood Engagement/Support Plan		
F	Child Welfare Experience		
H	Measures of Success		
I	References (Exhibit 2)		
J	*Agreement to Meet SCCS Specifications (Exhibit 3)		
K	*Proposal Pricing Form (Exhibit 4)		
L	Equal Opportunity Affidavit (Exhibit 5)		
M	Non-Discrimination Certification (Exhibit 6)		
N	Ohio Ethics Law Certificate (Exhibit 7)		
O	Delinquent Personal Property Tax Affidavit (Exhibit 8)		
P	Affidavit of Non-Collusion (Exhibit 9)		
Q	BWC Certificate		
R	Certificates of Insurance		
S	Licensing Compliance		

* **Original MUST be Signed in BLUE INK** by the person authorized to legally bind the Provider to the terms of the Proposal and should include the position/title the signer holds.

Exhibit 2

REFERENCES

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

1. NAME OF ORGANIZATION:

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

2. NAME OF ORGANIZATION:

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

Exhibit 3

AGREEMENT TO SPECIFICATIONS FORM

VENDOR/PROVIDER NAME: _____

RFP: Fatherhood Services RFP

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

Signature of Duly Authorized Agent of Vendor/Provider

Date

Print Name: _____

Title: _____

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

Exhibit 4

PROPOSAL PRICING FORM

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

Contract Period: The resulting contract will be a one (1) year term to provide Fatherhood Support Services for clients served by SCCS with an option to extend the contract for two (2) additional one (1) year terms, at SCCS' discretion and subject to available funding.

Compensation: In consideration of and subject to the terms and conditions set forth in this agreement, SCCS agrees to purchase, and Provider agrees to provide, Fatherhood Services and Supports. SCCS agrees to pay Provider **a total amount not to exceed Fourteen Thousand Five Hundred Dollars (\$14,500.00) over the initial term of the contract.**

Payment to Provider is contingent upon successful graduations from the SCCS Fatherhood Program. SCCS will pay Provider Five Hundred Dollars (\$500.00) per client that successfully qualifies for graduation from the SCCS Fatherhood Program during the term of this Agreement. SCCS will make payment only after each client successfully qualifies for graduation. SCCS will not be responsible for the payment of mileage reimbursement for Provider or any Provider staff, agents, or volunteers. Processing of payment may take up to thirty (30) days. 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.

In submitting this Proposal, it is understood that SCCS reserves the right to reject any and all Proposals. It is also agreed that this Proposal may not be withdrawn for a period of ninety (90) days from the **January 31, 2019** submission deadline.

Provider: _____

Address: _____

Duly Authorized Signature: _____ Date _____

Print Name: _____

Title: _____

**Original must be signed in BLUE ink.*

Exhibit 5

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

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

- XI. **REPORTS**: Within thirty (30) days after any contract/subcontract awards and prior to each March 31 thereafter during the performance of work under that contract, the Contractor shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" unless Contractor has either filed a report within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file.
- XII. **PRIOR REPORTS**: If Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause 41 C.F.R. Sec. 60-1.4 (a) (1) through (7), the clause originally contained in section 301 or Executive Order No. 10925, or the clause contained in section 201 of the Executive Order No. 11114, Contractor has filed all required compliance reports. Contractor shall obtain similar signed representations indicating filing of all required compliance reports, signed from all proposed subcontractor prior to awarding subcontracts not exempt from the Equal Opportunity clause.
- XIII. **CERTIFICATION OF NON-SEGREGATED FACILITIES**: Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or natural origin because of habit, local customs or otherwise. Contractor further agrees that except where it has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES**. A Certification of Non-Segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. Note: Penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
- XIV. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM**: Prior to 120 days after receipt of any subcontract in the amount of \$50,000.00 or more, a Contractor, with fifty (50) or more employees which is not otherwise exempt under 41 C.F.R. Part 60-1, shall develop for each of its establishments a written affirmative action compliance program as called for in 41 C.F.R., Sect.

60-1.40. Contractor will also require its lower-tier subcontractors who have fifty (50) or more employees and receive a subcontract or \$50,000.00 or more and who are not otherwise exempt under C.F.R., Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R., Section 60-1.40.

XV. Contractors are responsible for EEO compliance as provided in Executive Order 11246 and implementing regulations TITLE 41, Chapter 60-4.3 (Equal Opportunity Clause and Notice of Standard Specifications), 60-250, and 60-741 when applicable.

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

Executed this _____ day of _____, 2019 by:

Firm: _____

By: _____ Title: _____

Project: **Fatherhood Services RFP**

Exhibit 6

**CERTIFICATION FOR NONDISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY**

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

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

Signature of Duly Authorized Agent Date

Print Name: _____

Title: _____

This certification becomes part of the resultant contract.

Exhibit 7

ETHICS CERTIFICATION

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

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

Signature of Duly Authorized Agent

Date

Print Name: _____

Title: _____

Exhibit 8

NOTICE

Attached are alternative Affidavits related to Personal Property Taxes as is required by ORC § 5719.042 for every competitive bid contract awarded by Ohio public agencies. Providers shall execute only ONE of the following Affidavits.

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

-OR-

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

STATE OF OHIO)
) ss
COUNT OF _____)

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

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

Further affiant sayeth naught.

Signature of Affiant

Title

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

Notary Public

STATE OF OHIO)
) ss
COUNT OF _____)

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

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

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

Further affiant sayeth naught.

Signature of Affiant

Title

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

Notary Public

Exhibit 9

STATE OF OHIO)
) ss
COUNT OF _____)

AFFIDAVIT OF NON-COLLUSION

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

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

Further affiant sayeth naught.

Signature of Affiant

Title

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

Notary Public