



Summit County  
**CHILDREN SERVICES**  
*Building Families . . . Building Futures*

**December 2, 2022**

**REQUEST FOR PROPOSALS (RFP)  
CHILD PLACEMENT SERVICES**

Two (2) hard copies and a flash drive containing the complete Proposal  
must be received by:

**February 3, 2023 at 12:00PM EST**

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

Summit County Children Services  
ATTN: Traci Foley, Department Director of Placement Services  
264 South Arlington Street  
Akron, Ohio 44306

Questions regarding this RFP must be received  
no later than 12:00PM EST on **January 6, 2023**  
to the attention of Traci Foley, Department Director of Placement Services  
via e-mail to [traci.foley@summitkids.org](mailto:traci.foley@summitkids.org)

\*Proposals may NOT be submitted via email

LEGAL ADVERTISEMENT  
NOTICE TO BIDDERS

Sealed proposals will be due no later than **February 3, 2023 at 12:00PM EST** to Summit County Children Services, located at 264 South Arlington Street, Akron, OH 44306, as authorized pursuant to Summit County Children Services Board of Trustees **Resolution 10-2022-25/J** for:

CHILD PLACEMENT SERVICES

All proposals must comply with the specifications in the Request for Proposals package. Proposal documents may be obtained by logging onto the website at [www.summitkids.org](http://www.summitkids.org), under the "Bidding Opportunities" tab or may be picked up free of charge from SCCS, located at 264 S. Arlington Street, Akron, OH 44306, between the hours of 8:00AM and 4:00PM, Monday through Friday, beginning on **December 2, 2022 until February 3, 2023 at 12:00PM.**

SEALED PROPOSALS, A FLASH DRIVE, AND ALL NECESSARY DOCUMENTS must be received no later than 12:00PM local time on **February 3, 2023** at Summit County Children Services, 264 South Arlington St., Akron, Ohio 44306 and shall be addressed to Traci Foley, Department Director of Placement Services. Due to the volume of proposals expected, SCCS will open and evaluate proposals as received and will contract with multiple selected vendors. At SCCS' discretion, proposals may be accepted after the deadline, but to ensure a contract is in place by April 1, 2023, Vendors should submit proposals before the deadline.

Registration of Interest: Vendors may submit a registration of interest to submit a proposal in writing and emailed to Traci Foley, Department Director of Placement Services, at [traci.foley@summitkids.org](mailto:traci.foley@summitkids.org) on or before **12:00PM on January 6, 2023.**

All questions pertaining to the RFP MUST be sent to the attention of Traci Foley, Department Director of Placement Services, at [traci.foley@summitkids.org](mailto:traci.foley@summitkids.org) and received no later than **12:00PM on January 6, 2023.** Copies of all questions received and SCCS' responses will be sent to those vendors who have **submitted a registration of interest. SCCS will not respond to questions received after 12:00PM EST on January 6, 2023.**

SCCS reserves the right to reject all proposals.

Summit County Children Services  
Jonathon Hart, Esq.  
Legal Counsel/Risk Management Officer

To be advertised: **December 2, 2022** via Akron Beacon Journal (ABJ) and starting **December 2, 2022** via [www.summitkids.org](http://www.summitkids.org).

Electronically sent to ABJ on **November 29, 2022.**

## Summit County Children Services Request for Proposals for Child Placement Services

### **I. INTRODUCTION**

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

In order to meet the needs of the families and community it serves, SCCS requires Child Placement Services. Therefore, SCCS is requesting written proposals from qualified providers of Child Placement Services.

SCCS desires a Three (3) year contract.

### **II. CONTACT PERSON**

Summit County Children Services  
Traci Foley  
Department Director of Placement Services  
264 S. Arlington St.  
Akron, Ohio 44306  
Phone: (330) 379-1814  
Email: [traci.foley@summitkids.org](mailto:traci.foley@summitkids.org)

### **III. TENTATIVE SCHEDULE OF EVENTS**

<b>December 2, 2022</b>	<p><b>Request For Proposals Released to Vendors</b> A notification of issuance and a copy of this RFP will be sent to known Vendors. A notification of issuance of this RFP will be advertised in the Akron Beacon Journal. A copy will also be posted on the SCCS website, located at <a href="http://www.summitkids.org">www.summitkids.org</a> under the Bidding Opportunities Tab.</p>
<b>January 6, 2023 at 12:00PM EST</b>	<p><b>Registration of Interest Deadline</b> In order to ensure receipt of answers to questions submitted by other Vendors, Vendors are asked to register interest in submitting a Proposal. Registrations of Interest are due via e-mail to Traci Foley, at <a href="mailto:traci.foley@summitkids.org">traci.foley@summitkids.org</a> on or before <b>January 6, 2023 at 12:00PM EST</b>. Registrations of Interest are optional and non-binding. Submitting a Registration of Interest does not obligate the Vendor to submit a Proposal. <b>However, only Vendors who have submitted registrations of interest will receive copies of questions and answers submitted by other Vendors.</b></p>
<b>January 6, 2023 at 12:00PM EST</b>	<p><b>Question Submission Deadline</b> Questions relating to this RFP must be RECEIVED by SCCS no later than <b>12:00PM EST on January 6, 2023</b>. SCCS will not respond to questions received after this deadline. <b>Questions received from vendors and SCCS' responses will be sent via e-mail to all Vendors who have submitted a Registration of Interest.</b></p>

<b>February 3, 2023 at 12:00PM EST</b>	<b>Proposal Submission Deadline</b> Proposals must be RECEIVED by SCCS no later than <b>12:00PM EST on February 3, 2023</b> . Two (2) hard copies and a flash drive of the complete and executed Proposal must be submitted by mail or hand delivery to Summit County Children Services, ATTN: Traci Foley, Department Director of Placement Services, at 264 S. Arlington, Akron, Ohio 44306. Proposals should be labeled: "Response to RFP for Child Placement Services 2023." <b>Proposals may not be submitted via e-mail, fax, or other electronic means. Due to the volume of proposals expected, SCCS will open and evaluate proposals as received. At the discretion of SCCS, proposals may be accepted after this deadline, but to ensure a contract is in place by April 1, 2023, Vendors must submit their proposal before the deadline.</b>
<b>February 3, 2023 to March 31, 2023 (estimated)</b>	<b>Proposal Review Period</b>
<b>TBD</b>	<b>Time for Interviews, Presentation, Follow-up, and/or Clarification, if necessary</b>
<b>February 2023 (estimated)</b>	<b>Notice of Award</b> Vendors awarded a contract will be notified of selection. Vendors not awarded a contract will also be notified.
<b>April 2023</b>	<b>Projected Contract Commencement</b> The contract is estimated to commence in <b>April 2023</b> .

- A. **Registration of Interest** – In order to ensure receipt of answers to questions submitted by other vendors, Vendors are asked to register interest in submitting a Proposal. Registrations of Interest are due via e-mail to Traci Foley, Department Director of Placement Services, at [traci.foley@summitkids.org](mailto:traci.foley@summitkids.org) on or before **January 6, 2023 at 12:00PM EST**. Registrations of Interest are optional and non-binding. Submitting a registration of interest does not obligate the Vendor to submit a Proposal. **However, only Vendors who have submitted Registrations of Interest will receive copies of questions and answers submitted by other Vendors.**
- B. **Question and Answer Period** – SCCS will accept questions regarding this RFP until **January 6, 2023 at 12:00PM EST**. Questions should be submitted via e-mail to Traci Foley, Department Director of Placement Services, at [traci.foley@summitkids.org](mailto:traci.foley@summitkids.org). Questions received after this deadline will not receive a response. **Questions received from Vendors and SCCS' responses will be sent via e-mail to all Vendors who submitted a Registration of Interest.**
- C. **Proposal Submission** – Proposals must be RECEIVED by SCCS no later than **12:00PM EST on February 3, 2023**.

Two (2) hard copies and a flash drive containing the complete and executed Proposal must be submitted by mail or hand delivery to Summit County Children Services, ATTN: Traci Foley, Department Director of Placement Services, at 264 S. Arlington, Akron, Ohio 44306. Proposals should be labeled: "Response to RFP for Child Placement Services 2023."

Proposals may not be submitted via e-mail, facsimile, or other electronic means. Hand delivery may take place only during normal business hours of 8:00AM to 4:00PM Monday through Friday, except for government holidays. Vendor assumes the risk for any error or delay caused by any chosen delivery method. **Due to the volume of proposals expected, SCCS will open and evaluate proposals as received. At the discretion of SCCS, proposals may be accepted after this deadline, but to ensure a contract is in place by April 1, 2023, Vendors must submit their proposal before the deadline.**

- D. **Schedule of Events** – SCCS will evaluate proposals, communicate with vendors, and provide notice of aware according to the schedule above. SCCS reserves the right to revise this schedule after providing reasonable notice via its website [www.summitkids.org](http://www.summitkids.org) or via e-mail to Vendors who have submitted a registration of interest.

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#### IV. **DEFINITIONS**

- A. **Request for Proposals ("RFP"):** This document, inclusive of any and all attachments, exhibits, addenda, or amendments.
  
- B. **Bidder:** As used in this RFP, the organization, entity, or individual who submits a Proposal or Bid in response to this RFP. Used interchangeably with "Vendor," "Provider," or "Offeror" throughout this RFP.
  
- C. **Vendor:** As used in this RFP, the organization, entity, or individual who submits a Proposal or Bid in response to this RFP. Used interchangeably with "Bidder," "Provider," or "Offeror" throughout this RFP.
  
- D. **"Placement services"** as used in this RFP is inclusive of family foster homes, therapeutic/treatment foster homes, group homes, and residential facilities.
  
- E. **Other definitions may be determined by relevant provisions of the Ohio Revised Code and the Ohio Administrative Code, along with Title IV-E.**

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## V. SCOPE OF SERVICES

Vendor will perform the following duties, obligations, and services per the agreement that will result from this RFP:

A. Services will be performed according to the Ohio Department of Job and Family Services (ODJFS) – Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement.

1. Such agreement is attached hereto and incorporated into this RFP as if fully rewritten herein. Such agreement sets forth the services to be provided, incorporated documents, attachments, and addenda, and terms and conditions. Such agreement will be executed between SCCS and awarded Providers and will take precedent over any other prior agreements/terms and conditions between SCCS and the awarded Providers relative to child placement services.
2. Such agreement is mandated by ODJFS and the Ohio Administrative Code to be used between SCCS and Providers. Where there are updates/revisions to such agreement, SCCS and Providers will incorporate such updates/revisions.
3. Providers rates for child placement services will be paid by SCCS according to the executed placement agreement. Providers will propose requested per diem rates per level of care provided in its proposals. SCCS and Providers may negotiate final per diem rates prior to execution of the agreement. SCCS will calculate the rate breakouts (maintenance/administration, etc.) according to the rate ceilings calculated by the State of Ohio/ODJFS yearly.

B. Provider Responsibilities: The Provider shall be responsible for providing placement and related services for children in the care and/or custody of SCCS as consistent with current state and federal laws, federal and state regulations related to the provision, delivery, and funding of services to children and youth. The following list of services describes the general services that Provider shall provide to all children in the care and/or custody of SCCS. Specific required services and treatment will be determined by the needs of each child as outlined in each child's case plan, and as deemed appropriate and necessary by SCCS. The general service requirements include, but are not limited to the following:

1. In non-emergency situations, participation in the pre-placement assessment and placement process for non-residential programs as requested by SCCS, which may include a pre-placement visit of twenty-four (24) hour duration at no additional cost to SCCS in order to assess whether the placement is an appropriate match.
2. Appropriate shelter, daily supervision, care/maintenance, and case management services for the child placed in care;
3. Ensure the provision of supportive counseling/therapy and diagnostic and/or psychiatric assessments to aid in the child's adjustment to placement and to facilitate SCCS' ability to find a permanent, appropriate placement for the child;
4. Access to delivery of health-related services, which include but are not limited to: medical services, psychological services, physical therapy, dental services, and optical services, and all necessary (as determined by SCCS), medications, treatment and therapy in accordance with the child's Individual Service Plan;
5. Furnish or arrange for the provision of all services and treatment agreed upon between SCCS and the Service Provider in accordance with the child's case plan

- (i.e., transportation of children for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapy, and/or recreational activities);
6. Relative to emergency placements, submission to SCCS of the Provider's written child's Individual Service Plan for the child within twenty-one (21) business days of placement;
  7. Alternative (respite) care as determined necessary with the approval of SCCS and in compliance with requirements set forth in the Agreement;
  8. Beyond the initial placement, provide to the child all appropriate clothing throughout the duration of the placement and at discharge;
  9. Ensure the provision of all necessary counseling/therapy and support to aid in:
    - i. Adjustment to placement;
    - ii. Stabilization of the problem(s) leading to placement; and,
    - iii. Resolution of conflicts with the family/significant other as required by the child's Individual Service Plan.
  10. Ensure that counseling/therapy services will always include the family members and/or significant others if deemed appropriate by SCCS especially when the case plan goal is reunification.
  11. Coordination, facilitation and supervision of visitation with family member(s) in accordance with the child's case plan;
  12. Consultation with SCCS regarding the child's status/progress and/or concerns;
  13. Inclusion of SCCS at quarterly and discharge planning staffings;
  14. Transitional services whenever there is a change in the child's placement, which may include, but are not limited to the following: facilitating pre-placement visits for a child in new placement, supportive counseling regarding the move to new placement, ensuring that child has all necessary personal items to take to the new placement which include, but are not limited to: personal hygiene products and adequate clothing; and, ongoing telephone and/or direct contact between SCCS and the Provider.
  15. Adhere to relevant Qualified Residential Treatment Program (QRTP) requirements as applicable.

## **VI. TERM**

The term of the resultant Agreement will commence on April 1, 2023 and will continue in full force and effect through March 31, 2026, subject to available funds, unless terminated earlier in accordance with the terms of this Agreement.

## **VII. COMPENSATION**

Compensation relative to the Agreement that results from this RFP will be as follows:

- A. Compensation: For the satisfactory performance of the services contemplated herein, SCCS shall pay to Provider the amount that may be less than, but shall not exceed, the calculation of the number of children placed with Provider and the applicable Rate Information contained on Exhibit IV (Rate Sheet) of the resultant Agreement. 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. Selection of a vendor and execution of a contract is fully contingent on the ability of SCCS to lawfully appropriate said funding. SCCS reserves the



- right to reject all proposals in the event of loss of funding.
- B. Invoices: On a monthly basis, SCCS will send Providers the invoice/billing information for the previous month. SCCS will calculate such per the rate information contained in the State Automated Child Welfare Information System (SACWIS) and the agreed upon Exhibit IV Rate Sheet. Vendor will have seven (7) days to dispute any potential discrepancies in such invoice/billing information, after which SCCS will proceed with payment according to its calculation. If notice of discrepancy is provided, SCCS and Provider will communicate in good faith to resolve any dispute prior to payment being issued.
  - C. \*Non-Custody Baby Rate: A fixed rate which applies to children ages 0-5 whose teenaged mothers are in the custody of SCCS and placed with Provider where the mother is caring for the child. SCCS will pay an add on rate of \$26.05 per day for this circumstance.
  - D. \*\*Sibling Rate: The sibling rate is a fixed rate applicable in situations when a Provider accepts three (3) or more children from a sibling group and the sibling group is placed in the same foster home. For each sibling placed in the same foster home after the second sibling (i.e. beginning with the third sibling), Provider will receive an increase of \$10 per day over the per diem that Provider would otherwise receive for the child.
  - E. SCCS is exempt from all sales, excise, and transportation taxes, except State of Ohio gasoline tax. The unit prices for bid shall exclude all such taxes, and will be so construed.
  - F. At the anniversary date of the commencement of the agreement, SCCS will increase the per diem rate for each level of care by **2.5% after year one and 3% after year two** and adjust the rate breakouts accordingly. **The contract resulting from this RFP will have the maintenance and administrative breakouts listed for each year of the agreement with such increases calculated.**

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## **VIII. 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. Vendors 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:
    - i. Communications with the identified contact herein during the RFP Question and Answer period;
    - ii. As necessary in any on-going business relationship separate from the RFP;
    - iii. 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 Vendor rely on subcontractors as their primary source of staffing to meet the service needs of this RFP and resulting contract. If Vendor is considering the use of a subcontractor(s) for any part of the work described in this RFP, Vendor shall 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 principal place of business address;
  2. Name and phone number of a person authorized to legally bind the subcontractor to contractual obligations;
  3. A complete description of the work the subcontractor will do;
  4. A commitment to do the work, if the prospective Vendor is selected for the contract; and,
  5. Willingness to execute a Release which would hold SCCS harmless from any liability related to the agreement with Vendor, including specifically releasing SCCS from any responsibility for payment in the event the Vendor fails to pay subcontractor(s). This release must be executed prior to any resulting contract, if the prospective Vendor is selected for the contract.
  6. Any subcontractor must be approved by SCCS in writing, subject to the full discretion of SCCS whether to approve.
- C. **Unresolved Findings for Recovery** - ORC Section 9.24 prohibits SCCS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is “unresolved” at the time of award. SCCS will review the Auditor of State’s website prior to evaluating proposals. SCCS will not evaluate a proposal from any Vendor whose name, or the name of any of the subcontractors, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.
- D. **Federal Debarment** - SCCS will review the federal Excluded Parties Listings Website prior to evaluating proposals. SCCS will not evaluate a proposal from any Vendor whose name, or the name of any of the subcontractors, appears on the federal Excluded Parties List.
- E. **Public Information** - All Proposals and materials submitted will become the property of SCCS. SCCS is a public agency, and the process to procure goods and services is open to inspection by the public, including pricing, terms of payments, proposal materials, and evaluation scores. Vendor should not provide any materials or information Vendor deems proprietary or trade secret information unless Vendor designates such information as confidential and expressly

requests such information not be considered public record. SCCS will review such confidentiality requests and advise Vendor as to its determination as to whether the information is of such nature that confidentiality is warranted. If materials/information are not marked "confidential," Vendor waives any right to assert such confidentiality.

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

- F. **Conflict of Interest** - Vendors shall not promise or give to any SCCS employee, agent, or any member of its Board of Trustees anything of value that could influence that person's decision on awarding a contract. Any Vendor who violates the requirements and prohibitions set forth in the ORC, OAC, Federal Procurement Regulations, or SCCS policies and procedures will be subject to termination of their contract, if a current contract exists, or refusal by SCCS to enter into an Agreement with the violator.
- G. **Examination and Responsiveness to the RFP** - Vendors are expected to read and be familiar with the entire RFP. Vendors' 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 Vendor incurs.
- I. **Withdrawing Proposals** – A submitted Proposal may be withdrawn by written request prior to award or denial of a contract.
- J. **SCCS Rights and Conditions**
  - 1. Ohio Revised Code Section 307.90 and 307.91 permits SCCS to reject all bids/proposals, 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 Vendors 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 Vendors to provide clarifications, make oral presentations, or submit additional information pertaining to their Proposals.

9. SCCS reserves the right to utilize any ideas submitted in proposals unless those ideas are covered by legal patent or copyright and are identified as such in the proposal.
10. SCCS reserves the right, if additional funds become available, to make additional awards based on the remaining proposals submitted in response to this RFP and/or to provide additional funds to successful Vendors in lieu of releasing a new RFP.

**K. Contractual Obligations**

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

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

**M.** The successful Vendor must furnish SCCS with a taxpayer identification number. The Internal Revenue Code requires the County of Summit to file an information return by January 31st of the following year on all payments made to another person of \$600.00 or more. Section 3406 of the Internal Revenue Code (26 U.S.C. 340(6)) requires the County of Summit to withhold at the legally set rate if a payee fails to furnish a correct taxpayer identification number, and the back-up withholding requirements continues until the requested information is received.

**N.** SCCS reserves the right to issue amendments or addenda to this RFP at any time. SCCS reserves the right to cancel or reissue this RFP.

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## **IX. DISADVANTAGED BUSINESS PREFERENCE**

Disadvantaged Business Preference. In determining the low bid for supplies, commodities, materials, equipment, furnishings or general services, and the construction, repair or renovation of public buildings or improvements, the Board of Control shall exercise a preference for bids from disadvantaged businesses as provided herein.

1. Bids from disadvantaged businesses may be preferred as lowest if their bid does not exceed by more than three percent (3%) the apparent lowest bid, or thirty thousand dollars (\$30,000.00), whichever is less.
2. Preference shall not apply as provided in this section where prohibited by State or Federal law or regulation.
3. Definitions. For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

A. "Disadvantaged business" means either a small business (including a sole proprietorship, partnership, corporation or joint venture of any kind) that is owned and controlled by the United States citizens and residents of Ohio who are members of an economically disadvantaged group (which includes minorities, females and persons with disabilities) or any governmentally owned and operated sheltered workshop for the intellectually disabled and developmentally disabled located within the State of Ohio.

B. "Owned and controlled" means that at least fifty-one percent (51%) of the business is owned by persons who belong to an economically disadvantaged group as provided in subsection (b)(3)A. hereof, and that such owners have control over the management and day-to-day operations of the business and an interest in the capital, assets, and profits and losses of the business proportionate to their percentage of ownership. If the business is a corporation, at least fifty-one percent (51%) of each of the following must be members of an economically disadvantaged group: the board of directors; the principal executive officers; and ownership in shares of every class of stock. If the business is a limited liability company, at least fifty-one percent (51%) of each of the following must be members of an economically disadvantaged group: the members and the principal executive officers. If the business is a partnership, at least fifty-one percent (51%) of each class of partnership interest must be owned by partners belonging to an economically disadvantaged group. If the business is a sole proprietorship, the proprietor must be a member of an economically disadvantaged group and own the entire interest in the capital, assets, profits and losses of the business, not including mortgages and other types of financial arrangements secured by assets or bonds secured by revenues. If the business is a joint venture, at least fifty-one percent (51%) of the joint venture must be controlled by economically disadvantaged persons, one (1) or more of such persons being designated as the joint venture manager, and such persons have an interest in the capital, assets, profits and losses of the joint venture proportionate to their percentage of ownership.

C. "Minority" means an individual who is a member of one of the economically disadvantaged groups identified in Section 122.71 of the Ohio Revised Code.

D. "Persons with disabilities" means individuals with a physical or mental impairment that substantially limits one or more of the major life activities of such individuals, individuals with a record of such an impairment, or individuals regarded as having such an impairment.

- E. "Small business" means any business having twenty-five (25) or fewer employees or less than one million dollars (\$1,000,000) in annual gross sales.
4. Procedure. In order to qualify for preference, bidders must be certified as a disadvantaged business prior to the advertisement for bids or other announcement for quotes by the County, and must actually perform the work or supply the goods or services themselves without the use of subcontractors other than certified disadvantaged businesses. Bidders shall provide in their response to any bid or quote written evidence of their certification by the State of Ohio or appropriate agency of the Federal government that the bidder is currently recognized as a business owned and operated by a minority, female or person with a disability. If no State or Federal agency exists for such certification, then the bidder shall submit, prior to bidding, an affidavit containing such information as the Executive deems necessary to determine if the business is owned and operated by a minority, female or person with a disability, and such affidavit shall be certification thereof.
  5. Prohibition; Deceptive Bidding. No person, with purpose to obtain a bid preference as a disadvantaged business, shall knowingly misrepresent that he owns, controls, operates or participates in the operation of a disadvantaged business.
  6. Penalty. Whoever violates subsection (b)(5) hereof, is guilty of deceptive bidding, a misdemeanor of the first degree. In addition to the penalty provided by this section or any other penalty provided by law, any person convicted of a violation of subsection (b)(5) hereof, shall forfeit to the County a sum not less than the amount of their bid and shall be debarred from contracting with the County for eight (8) years.

All preferences applied under this Section shall only be applied in considering the lowest bid and shall not waive or nullify evaluation of which bidders are responsive and responsible. In no event shall all preference granted under this Section cumulatively exceed a maximum of thirty thousand dollars (\$30,000.00).

(Ord. 2000-202. Adopted 5-22-00; Ord. 2015-436. Adopted 10-26-15; Ord. 2017-448. Adopted 10-30-17.)

## **X. VENDOR/PROVIDER REQUIREMENTS AND QUALIFICATIONS**

Vendor/Provider must meet the following qualifications and duties:

- A. Testimony: Provider employees/foster parents may be subpoenaed on occasion to provide testimony in contested abuse/neglect/dependency hearings at Summit County Juvenile Court. Provider employees will provide thorough, professional testimony which accurately reflects the dates of service, the types of services provided to the family, and the family's level of engagement in services. In addition to time spent testifying, Provider employees will be required to spend time preparing to testify, traveling to court, and waiting in court to be called to testify. Provider's records may also be subpoenaed for use in abuse/neglect/dependency hearings. SCCS will not provide additional compensation for the testimony of Provider. If such testimony can be arranged and the Summit County Court of Common Pleas, Juvenile Division is agreeable, Provider's employees may testify remotely. SCCS will use its best efforts to arrange for such testimony by remote means to

- minimize the number of times Provider's witness will be required to come to court in person.
- B. Billing: As applicable and arranged between SCCS and Provider, Provider would bill Medicaid and/or private insurance for applicable services where eligible.
  - C. Transportation: Any Provider employee/foster parent who transports SCCS clients must have a valid Ohio driver's license and automobile insurance which meets statutory minimum requirements. Any Provider employee who has accumulated six (6) or more penalty points, as reported by the Ohio Bureau of Motor Vehicles, for motor vehicle operation violations within the preceding two (2) years shall not be permitted to transport SCCS clients. Provider will ensure that all vehicles owned or operated by Provider and or Provider staff members have age appropriate passenger restraints and, if applicable, all current vehicle maintenance approvals required by law. Provider shall keep a current motor vehicle record and proof of insurance on file for all employees who transport SCCS clients. SCCS reserves the right to request copies of motor vehicle records and proof of insurance for any Provider employee who transports SCCS clients.
  - D. Background Checks: Provider shall conduct background checks on all its employees, in the same fashion as required by Ohio Revised Code § 2151.86. If any employee of Provider has been convicted of or pleaded guilty to any offense listed in Ohio Revised Code § 2151.86, that employee shall not be permitted to provide services under this Agreement. In the event that this Agreement is extended beyond the initial one (1) year term, Provider shall conduct updated background checks on its employees. As requested by SCCS, Provider will provide copies of such background checks to SCCS.
  - E. Child Welfare History: Provider employees providing services under this Agreement shall not have history as a client of SCCS or any substantiated or indicated history as the perpetrator of child abuse or neglect in any county.
  - F. Certifications and Licensures: If Provider holds a certification or accreditation from the Ohio Department of Job and Family Services (ODJFS), the Ohio Department of Mental Health and Addiction Services (ODMHAS), the Ohio Department of Medicaid (ODM), or any other licensing authority, Provider shall maintain that licensure throughout the duration of this Agreement. In the event that Provider's license is suspended or revoked for any reason, Provider shall immediately notify SCCS. If Provider employees providing services under this Agreement are licensed social workers (LSWs), licensed independent social workers (LISWs), licensed professional counselors (LPCs), licensed professional clinical counselors (LPCCs), licensed marriage and family therapists, or other licensed professionals, Provider shall require that its employees maintain their licensure in good standing at all times while providing services to SCCS clients. Services provided to SCCS clients under this Agreement shall NOT be provided by student interns.

## **XI. CONTRACT TERMS AND CONDITIONS**

The following terms and conditions will become part of the Agreement resulting from this RFP. SCCS reserves the right to amend or change these terms and conditions or use different terms and conditions in the Agreement resulting from this RFP, in its sole discretion.

- A. **Implied Requirements** - All services/products/materials/equipment which are not specifically mentioned in this Agreement, but which are necessary to provide the functional capabilities/services/products/repairs/replacements to be provided herein, will be included in this Agreement.

- B. **Licenses** - All licenses required by the State of Ohio and/or local community, if any, which are necessary to perform the contract must be held by Vendor prior to executing this Agreement and for the duration of this Agreement.
- C. **Warranties** - In the event that product(s) purchased from Vendor malfunction, break, or are otherwise defective, Vendor shall assist SCCS in determining whether such product(s) are covered by a warranty and shall assist SCCS in pursuing a warranty claim or return of such product(s). Vendor's performance under this Agreement will be in accordance with the industry's professional standards, the requirements of this Agreement, and without any material defect. All warranties are in accordance with Vendor's standard business practices. Products purchased from Vendor are merchantable and fit for the particular purpose described in this Agreement and will perform substantially in accordance with its user manuals, technical materials, and related writings. Products purchased from Vendor comply with all governmental, environmental, and safety standards. Vendor has good and marketable title to any product delivered under this Agreement for which title passes to SCCS. If any work of Vendor or any product herein fails to comply with these warranties, and Vendor is so notified, Vendor will correct such failure in a commercially reasonable time. If Vendor fails to comply, Vendor will refund the amount paid for such product/service. Vendor will also indemnify SCCS for any direct damages and claims by third parties based on breach of these warranties. Any other express warranties offered by Vendor shall be a minimum of one year or Vendor's standard warranty, whichever is longer.
- D. **Criminal Background Checks** - Vendor's employees must obtain security clearance before being assigned to the SCCS campus or to work directly with SCCS clients. Security clearance must be obtained via Ohio Bureau of Criminal Investigation (BCI) and Federal Bureau of Investigation (FBI) criminal history background check, as well as a review of sex offender registries. Vendor will be responsible for paying for criminal history background checks for all employees. Full, unredacted copies of background checks on all Vendor employees that are assigned to SCCS will be provided to SCCS prior to the date of contract commencement. In the event that a new employee is assigned to SCCS during the contract term, a copy of that individual's full, unredacted background check will be provided to SCCS before that individual begins work on the SCCS campus. Any employee who has been convicted of or pled guilty to any offense listed in Ohio Revised Code § 5153.111 or Ohio Administrative Code § 5101:2-5-09 will be disqualified from assignment to SCCS. Additionally, Vendor will not assign employees to work on this contract if that employee has ever been a client of SCCS. Vendor will comply with all laws and regulations relative to background and criminal record checks, and Vendor will specifically comply with Ohio Revised Code § 2151.86 and Ohio Administrative Code regulations 5101:2-5-09 and 5101:2-5-15 as applicable. SCCS reserves the right to refuse assignment of any Vendor employee to SCCS or to provide services to clients of SCCS. Appendix A to Ohio Administrative Code § 5101:2-5-09 can be found at:  
[https://codes.ohio.gov/assets/laws/administrative-code/pdfs/5101/2/5/5101\\$2-5-09\\_PH\\_FF\\_A\\_APP1\\_20211101\\_0803.pdf](https://codes.ohio.gov/assets/laws/administrative-code/pdfs/5101/2/5/5101$2-5-09_PH_FF_A_APP1_20211101_0803.pdf)
- E. **Indemnification** - Vendor will indemnify and hold harmless SCCS and Summit County and their respective officers, agents, employees, and Board of Trustees from and against all suits or claims, whether or not foreseeable, that may be based upon any injury to persons or property arising out of any error, omission, willful misconduct, or negligent act of Vendor or its employees, agents, or subcontractors; and Vendor will, at its own expense, defend SCCS and Summit County and their respective officers, agents, employees, and Board of Trustees in all litigation and pay all attorney fees, damages, court costs, and other expenses arising out of such



litigation or claims incurred in connection therewith; and Vendor will, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against SCCS and/or Summit County, and/or their respective officers, agents, employees, or Board of Trustees pursuant to such litigation.

- F. **Liability** - Vendor agrees it is liable for any loss or damage to SCCS or injury to any child under the care of SCCS that results solely from the negligence, recklessness, or willful misconduct of Vendor or its officers, employees, agents, and/or any Vendor designated staff member providing services hereunder. In the event Vendor and/or any Vendor designated staff member providing services hereunder negligently, recklessly, or willfully causes SCCS, a client of SCCS, a child under the care of SCCS, or their foster parent damage, injury, or death, this Agreement will terminate immediately. SCCS may pursue appropriate legal action to protect their rights in law or in equity relative to the negligence or willful misconduct of Vendor and/or any Vendor designated staff member providing services hereunder.
- G. **Compliance** - This Agreement is subject to all applicable provisions of local, state, and federal law, and Vendor is expected to be in compliance with same.
- H. **Claims for Breach of Contract** - Vendor agrees that any claim or lawsuit against SCCS relating in any way to services/products/materials/construction 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. Vendor waives any statute of limitations to the contrary.
- I. **Nondiscrimination** - Vendor and all Vendor's employees, agents, and/or subcontractors must not discriminate in any manner in the performance of this Agreement by reason of race, handicap, color, religion, sex, age, national origin, or disability and will comply with all federal, State of Ohio, County of Summit, and local anti-discrimination laws, including 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, as amended, and any related applicable rules, regulations, and executive orders, as amended. Vendor must comply with all policies and procedures of SCCS and the County of Summit relating to discrimination and intimidation. All solicitations or advertisements for employees placed by or on behalf of Vendor and all employees, agents, and/or subcontractor(s) must state that Vendor or subcontractor is an equal opportunity employer. Vendor must cause this nondiscrimination provision to be included in every subcontract entered into with regard to the services provided.
- J. **News Media** - Vendors are prohibited from speaking to representatives of the news media about any aspect of the operations of SCCS, including, but not limited to, programs, personnel, and/or clients. The SCCS Executive Director and/or his/her authorized representative is/are the only spokesperson(s) for SCCS.
- K. **Successors and Assigns** - SCCS and the County and Vendor each bind themselves, their successors, assigns, and legal representatives to the other party hereto with respect to all covenants, agreements, and obligations contained in this Agreement and the attachments hereto.
- L. **Severability** - This Agreement is severable. If any provision of this Agreement is declared void, invalid, or legally ineffective by any court, all other provisions of this Agreement remain binding and fully enforceable.
- M. **Governing Law** - This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Any legal proceedings arising under this Agreement will be instituted exclusively in the courts of the State of Ohio, in the County of Summit, and the parties expressly waive any right to federal diversity jurisdiction.
- N. **Notice** - Any notices to be given under this Agreement by either party to the other may be effected in writing either by personal delivery or by registered or certified mail, with postage

prepaid and return receipt requested. Mailed notices will be sent to the addresses appearing in the introductory paragraph of this Agreement. Notices to SCCS should be specifically addressed to the attention of the **Traci Foley, Department Director of Placement Services**. Each party may change the address or name of designated staff person to be notified by giving written notice of such change in accordance with the provisions of this paragraph. Notices will be deemed communicated when delivered personally to the appropriate address whether received or rejected by the addressee, if sent by certified mail, return receipt requested. Mailed notices will be deemed communicated two (2) days after the mailing.

- O. **Independent Contractor** - It is mutually understood and agreed that it is the intent of the parties that Vendor, Vendor's employees, independent agents, and contractors are independent contractors and are under the sole direction and control of Vendor, and SCCS will make no contributions to the public employees retirement system for the services provided herein. Vendor will perform duties under this Agreement as an Independent Contractor, **not** a public employee or agent of SCCS and shall make no representations to the contrary. Vendor also agrees that, as an independent contractor, Vendor 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. Vendor 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, provisions of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Vendor 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 Vendor becomes disqualified from conducting business in Ohio, for whatever reason, Vendor must immediately notify SCCS of the disqualification and Vendor will immediately cease performance of its obligation hereunder. Vendor agrees it is a "business entity" as defined by the Ohio Revised Code and Ohio Administrative Code and has five or more employees.
- P. **No Joint Venture or Partnership** - Nothing contained in this Agreement shall be construed to be or to create a joint venture or partnership between SCCS and Vendor. The relationship of Vendor to SCCS under this Agreement is that of an independent contractor.
- Q. **Insurance** - In order to protect SCCS from liability, relative to any service provided pursuant to this Agreement, Vendor will purchase and keep in full force and effect the following:
1. Commercial General Liability insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence, Three Million Dollar (\$3,000,000) aggregate, on account of bodily injury, including death, or property damage, including products and completed operations, personal and advertising injury, and liability assumed under contract. Vendor's General Liability insurance requirements may be satisfied by the purchase of a combination of primary, excess, and/or umbrella insurance.
  2. Worker's Compensation insurance as statutorily required, and Employer's Liability insurance, Ohio Stop Gap, with limits of not less than One Million Dollars (\$1,000,000) each accident, each employee.
  3. 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. All drivers for Vendor will be properly licensed.

4. All insurance hereby required of Vendor will respond to liability asserted against Vendor, its employees, volunteers, and board members, and any subcontractor, board member, volunteer, agent, or employee of Vendor that performs services for SCCS under this Agreement.
5. Except for Workers' Compensation insurance, all insurance required of Vendor 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 with no fewer than thirty (30) days prior written notice to SCCS.
6. SCCS and the County, and their employees, elected and appointed officials, agents and representatives will be included as additional insureds under Vendor's Commercial General Liability insurance policy, using ISO additional insured endorsement CG 20 11 or a substitute form providing equivalent coverage, and under Vendor's Commercial Umbrella policy, if any; their Commercial General Liability, Commercial Auto Liability, Commercial Umbrella insurance will apply as primary insurance with respect to any other insurance or self-insurance programs afforded to SCCS. There will be no endorsement or modification of the Commercial General Liability or Commercial Umbrella to make either of these policies excess over other available insurance, it being understood that any liability insurance of SCCS, if any, will be non-contributing.
7. If Vendor's liability insurance policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they will be endorsed to provide cross-liability coverage.
8. All insurance purchased by Vendor as required by this agreement, will be purchased from insurers whose AM Best rating will be "A-, VII" or higher.
9. Vendor will be responsible for any deductibles or retentions existing within the insurance purchased by it.
10. If Vendor fails to maintain the insurance as required herein, SCCS will have the right but not the obligation to purchase said insurance at Vendor's expense.
11. Vendor's failure to maintain the required insurance may result in the termination of this agreement, at SCCS' option, notwithstanding any contradictory provisions therein.
12. Vendor will require all subcontractors, persons, agents, or independent contractors engaged by Vendor to provide services hereunder (hereinafter referred to as "Subcontractors"), to purchase and maintain insurance coverages, including terms, conditions and limits of liability, substantially similar (as determined in SCCS' sole discretion) to those set forth in this Section as respects Vendor. Upon request from SCCS, Vendor will deliver to SCCS written proof of all such insurance purchased and maintained by all Subcontractors.
13. Vendor will report to SCCS any claim, suit, or other proceeding asserted against or otherwise implicating Vendor or any Subcontractor that, in the reasonable commercial opinion of Vendor, may result in a liability of Vendor or Subcontractor exceeding Five Hundred Thousand Dollars (\$500,000), which notice by Vendor to SCCS will be in writing and sent to SCCS within thirty (30) days of Vendor's receipt of such claim, suit, or other proceeding, whether or not such claim, suit or proceeding is or may be covered by insurance.
14. To the extent any insurance purchased by Vendor or a Subcontractor is issued on a claims-made basis, such policy will include an Extended Reporting Period endorsement option providing continuing coverage under such policy for not fewer than (3) three years after the date of termination of the policy period.
15. By requiring insurance herein, SCCS does not represent that coverage and limits will necessarily be adequate to protect Vendor or any Subcontractor, and such coverage and

limits will not be deemed as a limitation on Vendor's liability under the indemnities granted to SCCS and others in the agreement.

16. SCCS reserves the right to amend, revise, or otherwise supplement the insurance requirements imposed upon Vendor, and may do so by communicating in writing such amendment or revision to Vendor.

Prior to execution of this Agreement, Vendor will furnish SCCS with copies of the aforementioned proof of insurance coverages as required herein, including monetary coverage values, effective dates, and including SCCS, the County, its agents, employees and Board of Trustees named as an additional insureds under the Commercial General Liability policy and Umbrella policy (if applicable).

- R. **Termination** - SCCS reserves the right to terminate this Agreement for cause or convenience.

This Agreement may be terminated as follows:

1. By SCCS upon thirty (30) days written notice for any reason. Notice of such termination will be by a written document, which will be sent by registered mail or personal delivery to the address specified in the introductory paragraph to this Agreement. Notice by personal delivery will be deemed delivered at the time of the personal delivery while notice by certified mail will be deemed delivered within forty-eight (48) hours from the postmarked date;
2. Immediately by SCCS in the event of breach of any provision of this Agreement by Vendor;
3. Immediately by SCCS if Vendor violates any law or regulation in performing services/construction/providing products herein, or if Vendor engages in any form of illegal human trafficking or commercial sex acts;
4. Immediately by SCCS if Vendor files for or is adjudicated bankrupt;
5. Immediately by SCCS if a receiver is appointed over substantially all of Vendor's assets;
6. After fourteen (14) days if Vendor defaults in meeting its obligations and fails to cure the default.

In the event of termination under this paragraph, Vendor will immediately stop all work and will immediately cause any of its vendors or subcontractors to cease all work related to this Agreement. SCCS will pay Vendor for all services satisfactorily performed prior to notice of termination.

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, SCCS may exercise any administrative, contractual, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the Parties retain the right to exercise all remedies hereinabove mentioned.

- S. **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.
- T. **Subcontracting** – To the extent reasonably necessary for Vendor to perform its duties herein and at the discretion of SCCS, Vendor may engage the services of any persons/entities (subcontractor), provided that any person providing services herein is legally qualified to do so and has not been convicted of an offense or analog of any offense as listed under Ohio Administrative Code Section 5101:2-5-09. In the event Vendor utilizes a subcontractor to provide services herein, Vendor will enter into a written subcontracting agreement with the subcontractor which contains the same terms, conditions, and covenants contained in the Agreement between Vendor and SCCS. Additionally, the subcontractor will execute a Release stating that subcontractor will hold SCCS harmless from any liability related to the agreement

between Vendor and subcontractor, and expressly release SCCS from any responsibility for payment in the event the Vendor fails to pay subcontractor. Vendor will provide a copy of the subcontracting agreement to SCCS, per the Notice provision herein, upon execution of such an Agreement.

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

individuals/employees providing services under this Agreement possess a current, valid license to provide such contracted services and they meet the standards of the recognized professional licensing/accrediting organization for the relevant discipline. If, at any time during the term of this Agreement, such license is suspended or revoked, SCCS may immediately terminate this Agreement.

- X. **Drug Free Workplace** - Vendor and anyone working on its behalf in association with this Agreement will comply with all applicable Ohio laws regarding maintaining a drug-free workplace. Vendor will make a good faith effort to ensure that all its officers, members, employees, agents, representatives, independent contractors, and subcontractors, while working on SCCS property, do not possess and will not purchase, transfer, use, or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.
- Y. **Smoke Free Facility** - SCCS is a smoke-free facility. Vendor and anyone working on its behalf under this Agreement will not smoke on the grounds of SCCS, with the exception that smoking may occur within SCCS' designated smoking hut.
- Z. **Harassment** - Vendor's employees will not engage in any sexually harassing or offensive conduct in the workplace. Said conduct may include, but is not limited to, the following:
  - 1. Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
  - 2. Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and offensive or personal references;
  - 3. Demeaning, insulting, intimidating, or sexually suggestive comments about an individual;
  - 4. The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, or photographs; or,
  - 5. Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages (such as email, instant messaging, and internet materials)
- AA. **Headings** - The headings in this Agreement are for convenience only and will not be used to modify, limit, or extend any provision.
- BB. **Unresolved Findings Of Recovery** - Pursuant to Ohio Revised Code §9.24, Vendor must warrant that no unresolved findings of recovery have been issued against Company by the Auditor of the State of Ohio.
- CC. **Conflict of Interest** - Vendor agrees that Vendor, its officers, members, 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 Vendor's functions, duties, and responsibilities hereunder. If Vendor, its officers, members, or employees acquire any incompatible, conflicting, or compromising personal or professional interest, Vendor will immediately disclose such interest in writing to the SCCS Executive Director. If any such conflicting interest develops, Vendor 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.

Vendor 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 Vendor complies with Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43 and the SCCS Standards of Conduct.
- DD. **Equal Employment Opportunity** - Vendor 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.

- EE. **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.
- FF. **Other required provisions** – As required by OAC 5101:9-4-07 and as applicable the Parties will comply with the following:
1. Compliance with executive order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by executive order 11375 of October 13, 1967, and as supplemented in DOL regulations (41 C.F.R. chapter 60). This applies to all federally assisted construction contracts.
  2. Compliance with the Copeland "Anti-Kickback" Act ( 18 U.S.C. 874 and 40 U.S.C. 3145 ) as supplemented by DOL regulations (29 C.F.R. part 3).
  3. Compliance with the Davis-Bacon Act as amended ( 40 U.S.C. 3141 - 3148 ) as supplemented by DOL regulations (29 C.F.R. part 5). This applies to all construction contracts.
  4. Compliance with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act ( 40 U.S.C. 3701 - 3708 ) as supplemented by DOL regulations (29 C.F.R. part 5).
  5. Compliance with "Rights to Inventions" clause 37 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
  6. Access by the Ohio department of job and family services (ODJFS), the CFSA and the local WIOA area, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
  7. Compliance with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act as amended ( 42 U.S.C. 7401 - 7671 ) and the Federal Water Pollution Control Act as amended ( 33 U.S.C. 1251 - 1387 ). This is applicable with any contract in excess of one hundred and fifty thousand dollars).
  8. Financial, programmatic, statistical, and recipient records and supporting documents must be retained for a minimum of three years after the submittal of the final expenditure report for the grant or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular three-year period, whichever is later.
  9. Certification that a contractor has not and will not use federal funds to pay for any lobbying activities as defined in the Byrd Anti-lobbying Amendment ( 31 U.S.C. 1352 ). Certification is required for contractors that apply or bid for an award of one hundred thousand dollars or more.
- GG. **Illegal Alien Status** - Vendor certifies that Vendor 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.
- HH. **Assignment** - No Party may assign this Agreement without the written consent of the other

Party. In the event of an assignment by one Party to which the other Party have consented, the assignee or a legal representative will agree in writing to personally assume, perform, and be bound by the covenants, obligations and agreements contained herein. Failure to do so will result in termination of this Agreement. Nothing expressed or referred to in this Agreement will be construed to give any successor any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as will inure to a permitted assignee pursuant to this paragraph.

- II. **Survivorship** - All sections herein relating to payment, confidentiality, license and ownership, indemnification, maintenance, records, publicity, warranties, and limitations on claims/damages shall survive the termination of this Agreement.
- JJ. **Amendments** - This Agreement may be amended by the Parties only by a written agreement signed by both parties. Such written Agreement need not be supported by any further consideration to be binding on both parties.
- KK. **Complete Agreement** - The ODJFS Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement, inclusive of the RFP for Child Placement Services 2023 and Vendor's Proposal, represents the entire Agreement between Vendor and SCCS and will supersede all prior negotiations, representations, and/or agreements, whether written or oral. Where there is a conflict between this document, the RFP, and Vendor's Proposal, the Agreement controls, then the RFP, and then Vendor's Proposal. 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 and duly signed by the Parties to this Agreement. Only the Executive Director of SCCS is duly authorized to execute or modify 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.
- LL. **Force Majeure** - Each party will be excused from performance under this Agreement and will have no liability to any other party for any period it is prevented from performing any of its obligations as a result of delay caused by the other party or by an act of God, terrorism, civil disturbance, or any other condition beyond either Parties' control.

## **XII. SUPPLEMENTARY PROVISIONS**

- A. **Confidentiality of Data** – Vendor agrees to the following:
  - i. Vendor agrees that all information communicated to Vendor with respect to the information contained in SCCS' computer files, as well as any confidential information gained by Vendor or Vendor's representative by reason of association with SCCS or its associates, whether or not that confidential information was directly or intentionally communicated, is confidential;
  - ii. Vendor promises and agrees that Vendor shall not disclose any confidential information to any other person unless specifically authorized to do so. If SCCS gives Vendor written authorization to make any disclosures, Vendor shall do so only within the limits and to the extent of that authorization;
  - iii. Vendor shall use commercially reasonable efforts to prevent inadvertent disclosure of any confidential information to any third party by using the same care and discretion that Vendor uses with similar data Vendor designates as confidential;



- iv. Vendor must use due diligence to ensure computer systems and services involved in storing, using, or transmitting SCCS data are secure and to protect that data from unauthorized disclosure, modification, or destruction;
  - v. Vendor agrees to coordinate all access to the SCCS computer network through the SCCS IT Director. If such access is granted, Vendor further agrees that no software or files will be downloaded from or loaded onto the SCCS computer network without prior, express written consent of the SCCS IT Director.
- B. Use of Copyrighted Materials - Vendor warrants that any materials provided by Vendor for use by SCCS pursuant to this Agreement will not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of "fair use," as that concept is defined in the Copyright Act. Vendor will be solely responsible for ensuring that any materials provided by Vendor for use by SCCS pursuant to this Agreement satisfy this requirement. Vendor 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 Vendor's failure to perform this duty. Vendor further guarantees that it has the right and authority to grant ownership or license. Vendor 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 Vendor's failure to perform this duty.
- C. Internet E-Mail and Computer Usage Policy – Vendor agrees to the following:  
It is the policy of SCCS to maintain the confidentiality of information gathered regarding individuals and families with whom SCCS comes into contact. Only duly authorized persons shall have access to SCCS' computerized information. Unauthorized dissemination of confidential information is prohibited by Section 2151.421 of the Ohio Revised Code. Illegal actions may also be subject to prosecution by local, state, and federal authorities. SCCS' computers and information systems are the property of SCCS. Vendor is not permitted to maintain any information gathered from SCCS' computers on their own personal computer, unless specifically approved in writing by the IT Director. Anyone using SCCS computers is to use honest and appropriate conduct on the Internet and respect the copyrights, software licensing rules, property rights, privacy, and prerogatives of others. Anyone using a SCCS computer shall identify himself or herself honestly, accurately, and completely. SCCS computers must not be used knowingly to violate the laws and regulations of the United States or any other nation or the laws and regulations of any state, city, province, or other local jurisdiction in any material way. SCCS strictly enforces assignment of unique combinations of use ID codes and passwords, and the system supports this policy by limited access to authorized users and recording user ID codes as data is entered by the user. SCCS prohibits the sharing of user IDs or passwords obtained for access to its computer resources. There is no expectation of privacy as to Internet or network usage. SCCS reserves the right, in its discretion, to inspect any and all files stored in "private" areas of the SCCS network in order to assure compliance with SCCS policy. Any software or files downloaded via the Internet or SCCS network become the property of SCCS. Any such files or software may be used only in ways that are consistent with their licenses and/or copyrights. The following practices (without limitation) will be considered unacceptable and at the discretion of SCCS, may result in termination of this Agreement: the display, storage, or distribution of sexually explicit materials; the use of SCCS facilities to download, copy, or distribute copyrighted software or data; unauthorized deletions or changes to SCCS data; use of SCCS internet facilities to deliberately propagate any virus, worm, Trojan horse, or trap door program code; use of SCCS internet facilities to disable

- or overload any computer system or network or to circumvent any system intended to protect the privacy or security of another use; uploading any SCCS data or software licensed to SCCS without explicit authorization; creating a communication link requiring dial out access from a computer that is also connected to the SCCS network; use of any software not provided or approved by the IT Director; use of any instant messenger; use of any e-mail program other than systems authorized by SCCS; attempt to read or 'hack' into other systems or logins, 'crack' passwords, breach computer or network security measures; attempt to access areas of the network for which Vendor has not received permission to access; monitor electronic filings or communications of employees; use of BIOS password; use of the Internet, e-mail, or electronic systems to promote personal political beliefs, personal business interests, or any unlawful activity; using the Internet, e-mail, or electronic systems for transmitting, retrieving, or storing any communications that are of a discriminatory or harassing nature, derogatory toward any individual or group, obscene, or any defamatory or threatening nature, or for 'chain letters', illegal or against SCCS policy; sending e-mail or other electronic communications that attempt to conceal the identity of the sender; use of file sharing; storing of non-related data on SCCS computers; modifying or moving SCCS equipment without the express consent of the IT Director.
- D. Persons with Documented History of Assaultive Behavior - Provider acknowledges that SCCS prohibits persons (including employees, volunteers, interns, consultants, and/or contractors) with any documented history of assaultive behavior from serving SCCS clients. The Provider agrees that, in accordance with SCCS policy, the Provider will not permit any employee with such history to provide services to SCCS clients under this Agreement.
- E. Prohibition of Corporal & Degrading Punishment - SCCS prohibits the use of corporal or degrading punishment against children served by SCCS.

### **XIII. 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 the proposal submission deadline. A Proposal received after the deadline will be immediately rejected.
  - b. There must be two (2) hard copies of the signed original Proposal and a flash drive containing the Proposal.
2. Proposals must meet the format specifications set forth herein, including the Vendor 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 RFP.
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 SCCS staff, specialists in the RFP program area and/or

- other community representatives if requested by SCCS. SCCS evaluators reserve the right to seek reviews or the advice of other SCCS personnel with technical or professional experience that relates to this RFP.
2. The review committee will evaluate and score each Proposal against the Evaluation Criteria and corresponding assigned weights specified in the RFP. During the evaluation, Vendors may be requested to provide additional information for purposes of clarification. Vendors 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 Vendors, the review committee is NOT required to request information from all of the Vendors. Failure to respond to such requests for information will result in the Vendor's Proposal being reviewed as submitted. During the evaluation process, negotiation, and selection process, committee members may not disclose information from one Offeror to another Offeror regarding the RFP. All information provided by Offerors shall remain confidential until after the conclusion of the procurement process.
  3. **Technical Review** - Proposals must meet the format specifications set forth in the **Proposal Format** section, including compliance with the required page limits and the inclusion of the Cover Letter, Vendor Checklist, alpha tabs corresponding with the Checklist, and all required attachments. Proposal must also include an Original and the required number of copies. **Any deviation from these requirements shall be cause for loss of points and may be cause to reject the Proposal.**
  4. The review committee will review and discuss each Vendor's Proposal and come to an agreement on a consensus score, although each member can maintain separate, written comments as to the strengths and weaknesses. If interviews, presentations, or documented clarifications are requested from any Vendor, the review committee may revise the scores of the Proposals based on that information obtained during the presentation or discussion by applying the Evaluation Criteria specified in the RFP. The evaluation will result in a final point total being calculated for each Proposal.
  5. The Proposal with the highest total points shall be considered the highest ranked and may determine the entity recommended for the contract award if the Vendor is considered responsive and responsible.
  6. Proposals may be determined to be non-responsive at any point in the evaluation process. If a Proposal is non-responsive, the Vendor submitting the Proposal will be notified and the Proposal will not receive further evaluation.
  7. SCCS also reserves the right to waive any informality or irregularities in the Proposal.
  8. The evaluation and determination of SCCS is final and is subject to approval by the SCCS 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, considering pricing and the other criteria and requirements set forth herein.
2. This RFP and the successful Proposal shall become contractual obligations for the Vendor upon execution of the contract. Failure of a successful Vendor to accept these obligations in a contractual agreement may result in cancellation of the award. SCCS reserves the right to negotiate additional provisions to those stipulated in the Proposal, recommend and/or award in amount(s) less than stated in the RFP, and negotiate a reduction or increase in service/product levels commensurate with funding availability.
3. All of the Terms and Conditions of this RFP are deemed accepted by the Vendor and incorporated in its Proposal.

4. The successful Vendor must have the ability to accept the terms of the contract agreement and enter an Agreement with SCCS upon notification that the contract has been awarded to Vendor.

#### D. Rejection of Proposals

1. Proposals not submitted by the RFP submission deadline will be accepted only at the discretion of SCCS.
2. SCCS reserves the right to reject any or all Proposals, in whole or in part.
3. SCCS further reserves the right to reject any or all Proposals as follows:
  - a. at any time in the RFP process, including after review of all Proposals;
  - b. including even the highest rated Proposal, and any part or parts of any Proposal, for any reason whatsoever;
  - c. where the Vendor takes exception to the terms and conditions of the RFP;
  - d. where the Vendor 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 Vendor submits prices that SCCS considers to be excessive, compared to existing market conditions, or SCCS determines the submitted pricing exceeds the available funds of SCCS; or
  - f. where SCCS, taking into consideration factors, including, but not limited to, price and the results of the evaluation process, has determined that award of a contract would not be in the best interest of SCCS.
5. SCCS reserves the sole and exclusive right to cancel or reissue the RFP and/or reject any or all responses to this RFP, in whole or in part, with or without cause, when it is determined to be in the best interest of SCCS to do so.
6. SCCS may cancel or reissue this RFP for any of the following reasons:
  - a. The supplies or services offered through all of the proposals submitted to the contracting authority are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP;
  - b. The prices submitted by the Vendors are excessive compared to existing market conditions or exceed the available funds of the contracting authority; or
  - c. The contracting authority determines that award of a contract would not be in the best interest of SCCS.
7. SCCS also reserves the right to waive any informality or irregularities in the Proposal.
8. Failure to furnish all information requested in this RFP or to follow the proposal format requested may disqualify the Proposal. Any exception(s) to the resulting Contract or other RFP requirements must be specifically identified in the Proposal. **Any deviation from these requirements may be cause for loss of points and cause to reject the Proposal.**
9. All Proposals may be rejected if funding cannot be appropriated.

#### E. Award

1. Based upon its Evaluation, SCCS may award a contract to the Vendor(s) whose Proposal is determined to be the most beneficial and advantageous to SCCS, with price and other evaluation factors and criteria set forth in this RFP considered.
2. SCCS reserves the right to award a contract in whole or in part to one or multiple Vendors.
3. SCCS will contact the Vendor(s) being recommended for a contract to negotiate the final terms and conditions of the contract. Preliminary selection of a proposal does not guarantee

that SCCS will award a contract. SCCS contracts are not valid and enforceable until the SCCS Board approves the contract and/or the contract is fully executed by the authorized signatory of the recommended Vendor and the Executive Director of SCCS.

4. SCCS reserves the right to negotiate the contract price with the Vendor whose proposal is determined to be the most beneficial and advantageous to SCCS. SCCS is not obligated to award the contract to the Vendor who submits the lowest price quotation.
5. SCCS may terminate negotiations with a Vendor at any time during the negotiation process if the Vendor 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 Vendor, SCCS shall negotiate with the Vendor whose proposal is ranked the next most advantageous to SCCS according to the factors and criteria developed in this RFP.
6. If the successful Vendor fails to execute the Agreement, SCCS may award the contract to another Vendor whose proposal meet the requirements of the RFP.
7. The recommendation of the SCCS Board or Executive Director is final. However, questions, clarifications, and additional information in regard to the decision or in regard to the RFP and the completion of a Proposal may be directed to the RFP contact person.
8. SCCS will not be contractually bound until and unless a written agreement has been fully executed.
9. Proposals will be contractual obligations on the selected Vendor upon execution of the resulting contract.
10. Notice of Award: SCCS will make reasonable efforts to notify both the successful bidder and unsuccessful bidders of which vendor is receiving the contract award.
11. Formal Protest:
  - a. Timeliness: Unsuccessful bidders who wish to formally protest the contract award may file a timely objection. To be considered timely, the protest must be filed no later than fifteen (15) calendar days after notice of award.
  - b. Protest Requirements: Award protests must be made in writing and contain all the following information.
    - i. The name, address, telephone number, and e-mail address of the protestor;
    - ii. The title of the ITB or RFP at issue;
    - iii. A detailed statement of the legal and factual grounds for the objection, including citations to legal authorities, and copies of any relevant documents;
    - iv. A statement as to the form of relief requested from SCCS;
    - v. Any other information the objector believes to be essential to the determination of the factual and legal questions at issue.
  - c. Protest Response: SCCS will respond to a timely protest within fourteen (14) business days. SCCS reserves the right to proceed with the contract award despite the existence of a protest.

**F. Evaluation Criteria:**

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

EVALUATION CRITERIA	POINT VALUE
Responsiveness of proposal to the requirements in the RFP/Preliminary Review	PASS/FAIL
Summary of Services	10
Provider Experience and Qualifications	20

Ability to meet the scope of services related to the Provider	30
Ability to meet the scope of services related to Placements	30
Letters of Reference and Good Standing with the State	10
Staff Training Requirements	10
Deliverables	10
Cost	20
References	10
TOTAL POSSIBLE POINT	150
<b>CALCULATION OF POINTS SYSTEM</b>	<b>DESCRIPTOR</b>
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	Exceeds
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	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	Partially Meets
Proposal fails to address essential RFP requirements, is unclear or lacking detail, plan is not organized; Success is unlikely	Does Not Meet

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**PROPOSAL EVALUATION RATING SHEET**

<b>Evaluation Criteria</b>	<b>Max Points</b>	<b>Exceeds</b>	<b>Meets</b>	<b>Partially Meets</b>	<b>Does not Meet</b>
Responsiveness of proposal to the requirements in the RFP/Preliminary Review	Pass/Fail				
Summary of Services	10	10-9	8-7	6-5	0
Provider Experience and Qualifications	20	20-19	18-16	15-12	0
Ability to meet the Scope of Services related to Provider	30	30-27	26-24	23-18	0
Ability to meet the Scope of services related to Placements	30	30-27	26-24	23-18	0
Letters of Reference and Good Standing with the State	10	10-9	8-7	6-5	0
Staff Training Requirements	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
References	10	10-9	8-7	6-5	0
<b>TOTAL POSSIBLE POINTS</b>	<b>150</b>	<b>150-137</b>	<b>136-115</b>	<b>114-90</b>	<b>89-0</b>

#### **XIV. PROPOSAL FORMAT**

**Proposal Responses** – Proposals shall be prepared as simply and straightforwardly as possible. Each responsive Proposal must contain the information below. Proposals which fail to include all the information required herein may be rejected as non-conforming. Providers should make a best effort to conform to any page limits below, but SCCS may use discretion where such are exceeded.

1. **Cover Letter** – Vendor should provide a cover letter with a brief introduction to the entity submitting the Proposal including, but not limited to, the following information:
  - a. The legal name of entity (and any trade names) submitting the Proposal and its principal place of business address; and,
  - b. The main contact for communications related to the Proposal and this RFP including all contact information (name, title, email, office phone, fax, etc.); and,
  - c. The individuals identified to serve as the Primary Contact/Representative for SCCS and their qualifications.
  - d. Identify the key personnel, including qualifications of key personnel, who will be working on the services sought herein.
  - e. Name, Title, and Email Address for the Signatory of Provider.
  - f. For Residential and Group Homes, Provider must submit photographs of including, but not limited to (if applicable), the campus, exterior of buildings, living environments, kitchen, cafeteria, resident bedroom, school, resident bathroom, recreational area, and each group home or cottage.

The Letter **MUST be Signed** by the person authorized to legally bind the Vendor to the terms of the Proposal and should include the position/title the signatory holds (CEO, President, Director, etc.). The Cover Letter should not exceed two (2) pages (excluding photos/attachments).

2. **Company Information** – Vendor should provide a brief narrative containing, at a minimum, the following information:
  - a. Date of founding;
  - b. Locations;
  - c. Number of employees/size of company;
  - d. A copy of Provider's current Full Certificate to Perform Specific Functions from the Ohio Department of Job and Family Services, pursuant to Ohio Administrative Code § 5101:2-5-03, and any amendments to said certificate, if applicable.
  - e. A copy of Provider's most current state audit and any resulting Corrective Action Plan ("CAP"). In the event that Provider has a pending audit, Provider shall provide information related to the pending audit.

This section should not exceed three (3) pages (excluding certifications/audit information).



3. Summary of Services – Vendor should provide a narrative which addresses, at a minimum, the following information:
  - a. Services Proposed
    - i. This should be a high-level overview of the proposed services, activities, goals, collaboration, and strategies to meet SCCS' desired results.
    - ii. Provide the mission of the Provider organization and explain how this mission will meet the needs and services sought in this RFP.
  - b. Vendor Responsibilities – this will include how Vendor will meet the criteria set forth in this RFP including, but not limited to, how Vendor will provide the goods/services it Proposes.
  - c. Training – Vendor should address in detail all pre-service and ongoing training provided to employees and SCCS staff (as applicable) including detailed information about topics covered in training, who supervises trainers/trainees, and any other relevant information.
    - i. Staff titles, education, and training requirements.
    - ii. Number of licensed professionals on staff, including titles.
    - iii. Whether Provider provides "in-house" counseling/therapy.
    - iv. If Provider does not provide "in-house" counseling/therapy, identify who provides it.
    - v. Whether Provider has an "in-house" psychiatrist.
    - vi. If Provider does not have an "in-house" psychiatrist, identify who provides this service.
    - vii. Identify physical restraint techniques that Provider staff are trained to use.
  - d. Staffing and Background Checks – Vendor should address in detail the company and method used for obtaining background checks on employees including whether those individuals are fingerprinted as part of the background check process. Vendor should explain its process for ensuring that all employees are legally eligible to work in the United States.
  - e. Resolution of concerns – Vendor should address in detail its method for resolving concerns raised by SCCS including procedures for escalating concerns from the Representative to the Representative's superiors, if necessary. Vendor should address any policies or procedures that it has in place for corrective actions or other discipline for employees whose performance is not satisfactory to SCCS.
  - f. 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 SCCS' requested Scope of Services relative to the Provider's qualifications, responsibilities, duties, training, supervision, experience, and requirements.
    - i. If Provider must take exception to any portion of the RFP/Resulting Agreement/Scope of Services, this must be specified in this section of the Proposal.
    - ii. Include a description as to the process for training staff members.
    - iii. Describe in detail the methods in place for supervision and oversight

- of Provider foster homes, group homes, and/or residential facilities.
- iv. Describe in detail the methods for recruiting and training staff for residential facilities and/or group homes.
- v. Identify how Provider attempts to achieve cultural diversity among its staff and foster parents (if applicable). Describe strategies used by Provider to encourage and assist staff to address cultural diversity when delivering services to families.
- vi. Identify and describe any cultural diversity training required for Provider employees.
- vii. Explain how Provider handles any issues or concerns raised about or within its foster homes, group homes, and/or residential facilities.
- viii. Identify Provider's process for compliance with ethical standards and obligations of licensed social workers and/or professional counselors.
- ix. Identify Provider's process for compliance with confidentiality mandates for children in care.
- g. Ability to Accept and Place Children – This Section of the Proposal should contain the following information:
  - i. The timeframe needed to place a child.
  - ii. Whether Provider accepts emergency placements.
  - iii. Whether Provider accepts evening and weekend placements.
  - iv. Staff-to-client ratio for residential facilities:
    - During the day;
    - During the evening;
    - Overnight.
  - v. Staff-to-client ratio for group homes:
    - During the day;
    - During the evening;
    - Overnight.
  - vi. Case manager caseloads for Provider foster homes.

This section should not exceed twelve (12) pages.

4. Experience and Qualifications – Vendor should provide a narrative which addresses, at a minimum, the following information:
  - a. The organizational capacity to provide the proposed services immediately following the contract approval;
  - b. Sufficient staff with experience to provide the services sought herein;
  - c. Suitable administrative, account and management information systems in place;
  - d. Adequate policies and procedures in place;
  - e. A demonstrated ability to work with public children services agencies and other public organizations in meaningful collaborative and/or partnership responsibilities;
  - f. Accreditation and/or certification to provide foster care services;
  - g. Appropriate licensing for the scope of services herein;
  - h. Mandates and requirements for all staff to maintain the highest ethical

- standards;
- i. Staff working directly with children and families of SCCS must undergo and pass criminal background checks;
  - j. Ability to maintain adequate record keeping and files to meet reporting and audit compliance requirements;
  - k. The requisite insurance coverage and the ability to provide a Certificate of Insurance to SCCS with the RFP proposal submission;
  - l. Capability to provide and manage the proposed services; and
  - m. Ability to meet all of the requirements set forth in this RFP.
- This section should not exceed five (5) pages.
5. **Pricing Worksheets (Exhibit 2)** – Vendor shall complete **Exhibit 3** in full according to the directions listed on the worksheets. The Pricing Worksheets are designed to aid Vendors in calculating the cost of the scope of services requested in this RFP and to allow SCCS to understand how Vendors are reaching a calculation on price.
    - a. Vendors should use caution in completing the Pricing Worksheets and carefully review them prior to submission, as errors in price calculations may lead to rejection of a Proposal as non-conforming.
  6. **References (Exhibit 3)** – Vendor shall complete **Exhibit 3** with contact information for at least three (3) references with whom Vendor has worked in the past. Vendor should select references similar in size to SCCS or whose work is sensitive/confidential in nature. SCCS reserves the right to contact any and all references in order to assess Vendor's experience and qualifications. Information gathered from references may be considered in the Proposal evaluation process. Appropriate references include, but are not limited to, public children services agencies (PCSAs), juvenile courts, mental health agencies, and caregivers. Letters of reference should include contact information (name, phone number, physical address, and e-mail address) for all referents.
  7. **Exhibits 4–9** – Vendor shall complete and execute **Exhibits 4 through 9** in full as directed on the Exhibit itself.
  8. **Bureau of Worker’s Compensation Certificate** – Vendor shall include a copy of the applicable BWC Certificate in compliance with the requirements set forth in this RFP relative to insurance. Vendor must keep this up-to-date and provide SCCS with new documentation as renewed.
  9. **Certificates of Insurance** – Vendor shall include a copy of Certificates of Insurance in compliance with the requirements set forth in this RFP relative to insurance. Upon award as the winning Proposal, Vendor will include SCCS, the SCCS Board of Trustees, and the County of Summit as additional insureds relative to Vendor’s policies, in compliance with the Insurance provision under the terms and conditions contained herein. Vendor must keep these up-to-date and provide SCCS with new documentation as renewed.
  10. **Licenses** – Vendor shall submit documentation or any licenses or certificates it must have to provide the goods/services requested herein. Vendor must keep these up-to-date and

provide SCCS with new documentation as renewed. Vendor may also provide documentation of optional licenses/certificates.

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

**Additional Materials** – At the end of the Proposal, Vendor may include additional information, brochures, marketing materials, etc. as additional, supplemental documentation to the RFP. If Vendor 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.*

## **XV. ATTACHMENTS AND THEIR USES**

- A. **Proposal Checklist – Exhibit 1** – Proposals should use the Proposal Checklist as a table of contents for the Proposal and guide for organizing the Proposal. **The Proposal Checklist should be included as the first page in the Proposal, before Section A.** Each section of the Proposal should include clearly marked tabs corresponding to the alphabetical labeling on the Checklist. Vendors are encouraged to utilize the Proposal Checklist as a guide to assist Vendors with assembling the Proposal. However, the Checklist is not a substitute for a careful reading and compliance with the RFP.
- B. **Pricing Worksheets – Exhibit 2 – Exhibit 2** to this RFP, captioned "Pricing Worksheets," is designed to assist Vendors in calculating the cost of services contemplated under this Agreement. Vendors should complete each and every space provided in the worksheets with the cost of the goods and/or services contemplated therein. If there is no cost for a given good or service, Vendors shall write in "0" or "N/A." Vendors should use caution in completing these forms. Errors in pricing calculation may be cause to reject a Proposal.
- a. **Exhibit 2A – Rates Sheets – Vendor must submit rates sheets with the Proposal. Multiple Rate Sheets may be submitted as needed. Each service description and ID must be provided along with the maintenance and administration per diems for each for each of the three (3) years of the agreement. The Service Description should include information to describe the level of care being provided as it is defined in this RFP. SCCS will not agree to pay per diem breakouts other than Maintenance and Administration, the sum of which will be the total per diem cost.**
- C. **References – Exhibit 3 – Exhibit 3** to this RFP, captioned "References," should be completed with contact information for three (3) organizations of similar size to SCCS, or that handle confidential/similar work to that of SCCS, and for which Vendor has provided goods/services similar to those requested herein. SCCS reserves the right to contact these references in order to assess Vendor's past performance, qualifications, and experience.
- D. **Other Attachments** – The following attachments listed below are attached to this RFP as **Exhibits** and are incorporated herein by reference. All of the following must be completed and submitted as part of Vendor's Proposal in the corresponding alphabetical tab identified in the Proposal Checklist.
- a. Agreement to Specifications Form – **Exhibit 4**
- b. Equal Employment Opportunity Compliance Certificate – **Exhibit 5**
- c. Cert. for Nondiscrimination and Equal Employment Opportunity – **Exhibit 6**
- d. Ethics Certification – **Exhibit 7**
- e. Personal Property Tax Affidavit – **Exhibit 8**
- f. Affidavit of Non-Collusion – **Exhibit 9**
- E. **Additional Attachment – Sample Agreement**

**EXHIBIT 1**

**PROPOSAL CHECKLIST**

<b>SECTION</b>	<b>PROPOSAL CONTENTS</b>	<b>√ (to indicate included)</b>	<b>Page # in Proposal</b>
<b>A</b>	<b>Cover Letter*</b>		
<b>B</b>	<b>Company Information</b>		
<b>C</b>	<b>Summary of Services</b>		
<b>D</b>	<b>Qualifications and Experience</b>		
<b>E</b>	<b>Pricing Worksheets* – Exhibit 2</b>		
<b>E cont.</b>	<b>Exhibit 2A – Rate Sheets</b>		
<b>F</b>	<b>References – Exhibit 3</b>		
<b>G</b>	<b>Agreement to Specifications Form* - Exhibit 4</b>		
<b>H</b>	<b>Equal Employment Opportunity Compliance Certificate – Exhibit 5</b>		
<b>I</b>	<b>Certification for Nondiscrimination and Equal Employment Opportunity – Exhibit 6</b>		
<b>J</b>	<b>Ethics Certification – Exhibit 7</b>		
<b>K</b>	<b>Personal Property Tax Affidavit – Exhibit 8</b>		
<b>L</b>	<b>Affidavit of Non-Collusion – Exhibit 9</b>		
<b>M</b>	<b>Bureau of Worker’s Compensation Certificate</b>		
<b>N</b>	<b>Certificates of Insurance</b>		
<b>O</b>	<b>Licenses</b>		
<b>P</b>	<b>Appendix (Brochures/Marketing Materials, etc.)</b>		

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

## EXHIBIT 2

### PRICING WORKSHEETS

**Compensation** – In consideration of performing the services/obligations listed in the RFP for Child Placement Services, SCCS will pay Provider according to the following:

- Compensation: For the satisfactory performance of the services contemplated herein, SCCS shall pay to Provider the amount that may be less than, but shall not exceed, the calculation of the number of children placed with Provider and the applicable Rate Information contained on Exhibit IV (Rate Sheet) of the resultant Agreement. 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. Selection of a vendor and execution of a contract is fully contingent on the ability of SCCS to lawfully appropriate said funding. SCCS reserves the right to reject all proposals in the event of loss of funding.
- Invoices: On a monthly basis, SCCS will send Providers the invoice/billing information for the previous month. SCCS will calculate such per the rate information contained in the State Automated Child Welfare Information System (SACWIS) and the agreed upon Exhibit IV Rate Sheet. Vendor will have seven (7) days to dispute any potential discrepancies in such invoice/billing information, after which SCCS will proceed with payment according to its calculation. If notice of discrepancy is provided, SCCS and Provider will communicate in good faith to resolve any dispute prior to payment being issued.
- \*Non-Custody Baby Rate: A fixed rate which applies to children ages 0-5 whose teenaged mothers are in the custody of SCCS and placed with Provider where the mother is caring for the child. SCCS will pay an add on rate of \$26.05 per day for this circumstance.
- \*\*Sibling Rate: The sibling rate is a fixed rate applicable in situations when a Provider accepts three (3) or more children from a sibling group and the sibling group is placed in the same foster home. For each sibling placed in the same foster home after the second sibling (i.e. beginning with the third sibling), Provider will receive an increase of \$10 per day over the per diem that Provider would otherwise receive for the child.
- SCCS is exempt from all sales, excise, and transportation taxes, except State of Ohio gasoline tax. The unit prices for bid shall exclude all such taxes, and will be so construed.
- At the anniversary date of the commencement of the agreement, SCCS will increase the per diem rate for each level of care by **2.5% after year one and 3% after year two** and adjust the rate breakouts accordingly. **The contract resulting from this RFP will have the maintenance and administrative breakouts listed for each year of the agreement with such increases calculated.**
- The Provider agrees that the per diem rates will cover all of the child's expenses/needs billable to SCCS while in the care of the Provider and that no additional charges will be assessed for his/her care, unless otherwise specified herein. Specific required services and treatment will be determined by each child's needs, pursuant to each child's individual case plan as determined appropriate by SCCS. Provider will ensure the child's daily care and treatment is provided in accordance with recommendation of the treating mental health professional as approved by SCCS.
- Provider is prohibited from utilizing foster care maintenance payments for any purpose other than providing direct care to the children placed hereunder (including, but not limited to: Provider may not utilize foster care maintenance payments to pay for damages caused

by a child placed hereunder and Provider may not withhold a child's clothing/uniform/graduation allowance for purposes of discipline or otherwise). (See OAC 5101:2-47-11)

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

Errors in pricing calculations may result in a Proposal being deemed non-responsive. Therefore, Vendor should carefully double-check the pricing and figures provided herein and clarify with SCCS any questions or doubts regarding the goods and services requested prior to calculating pricing.

**VENDORS MUST PROVIDE ONLY THE MAINTENANCE AND ADMINISTRATION PER DIEMS FOR EACH YEAR OF THE THREE (3) YEAR AGREEMENT FOR EACH LEVEL OF CARE/SERVICE. SCCS WILL NOT AGREE TO ANY OTHER PER DIEM BREAKOUTS. The total per diem cost will be the sum of the maintenance and administration per diems.**

Having reviewed the RFP and the terms and conditions affecting the performance required herein, the undersigned hereby proposes to perform all services as described in the RFP according to the proposed rates attached to its proposal. Providers should use the Blank Rate Sheet on the next page, and may use multiple pages as applicable.

\_\_\_\_\_  
Signature of Duly Authorized Agent of Vendor

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**Exhibit 2A - Rate Sheet**

**Title IV-E Schedule A Rate Information**

Title IV-E Schedule A Rate Information  
 Agency: Summit County Children Services  
 Provider / ID:

Run Date:  
 Contract Period: 04/01/2023-03/31/2026

Service Description	Service ID	Maintenance Per Diem	Administration Per Diem	Total Per Diem Cost	Cost Begin Date (4/1/23) (4/1/24) (4/1/25)	Cost End Date (3/31/24) (3/31/25) (3/31/26)

\*\*\*Please include the rates for each of the three (3) years of the agreement. For example, Level 5 Residential would have a service description, service ID, maintenance per diem, administration per diem, and total per diem for 4/1/23-3/31/24. Below that would be Level 5 Residential for 4/1/24-3/31/25 and so forth. Multiple rate sheets may be included in proposals.

**Exhibit 2A - Rate Sheet**

**Title IV-E Schedule A Rate Information**

Title IV-E Schedule A Rate Information  
 Agency: Summit County Children Services  
 Provider / ID:

Run Date:  
 Contract Period: 04/01/2023-03/31/2026

Service Description	Service ID	Maintenance Per Diem	Administration Per Diem	Total Per Diem Cost	Cost Begin Date (4/1/23) (4/1/24) (4/1/25)	Cost End Date (3/31/24) (3/31/25) (3/31/26)

\*\*\*Please include the rates for each of the three (3) years of the agreement. For example, Level 5 Residential would have a service description, service ID, maintenance per diem, administration per diem, and total per diem for 4/1/23-3/31/24. Below that would be Level 5 Residential for 4/1/24-3/31/25 and so forth. Multiple rate sheets may be included in proposals.

**Exhibit 2A - Rate Sheet**

**Title IV-E Schedule A Rate Information**

Title IV-E Schedule A Rate Information  
 Agency: Summit County Children Services  
 Provider / ID:

Run Date:  
 Contract Period: 04/01/2023-03/31/2026

Service Description	Service ID	Maintenance Per Diem	Administration Per Diem	Total Per Diem Cost	Cost Begin Date (4/1/23) (4/1/24) (4/1/25)	Cost End Date (3/31/24) (3/31/25) (3/31/26)

\*\*\*Please include the rates for each of the three (3) years of the agreement. For example, Level 5 Residential would have a service description, service ID, maintenance per diem, administration per diem, and total per diem for 4/1/23-3/31/24. Below that would be Level 5 Residential for 4/1/24-3/31/25 and so forth. Multiple rate sheets may be included in proposals.

**EXHIBIT 3**

**REFERENCES**

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

- 1. Name of Entity/Organization:**
  - a. Contact Person (Name & Phone Number):**
  - b. Address:**
  - c. Contract Term:**
  - d. Goods/Services Provided by Vendor:**
  
- 2. Name of Entity/Organization:**
  - a. Contact Person (Name & Phone Number):**
  - b. Address:**
  - c. Contract Term:**
  - d. Goods/Services Provided by Vendor:**
  
- 3. Name of Entity/Organization:**
  - a. Contact Person (Name & Phone Number):**
  - b. Address:**
  - c. Contract Term:**
  - d. Goods/Services Provided by Vendor:**
  
- 4. Name of Entity/Organization:**
  - a. Contact Person (Name & Phone Number):**
  - b. Address:**
  - c. Contract Term:**
  - d. Goods/Services Provided by Vendor:**

**EXHIBIT 4**

**AGREEMENT TO SPECIFICATIONS FORM**

VENDOR NAME: \_\_\_\_\_

**RFP: Child Placement Services 2023**

On behalf of the above-named Vendor, I certify that I am a duly authorized agent 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 same without exception.

On behalf of the above-named Vendor, I certify that I am a duly authorized agent 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 the RFP except as set forth below. By signing below, I indicate Vendor's acceptance of each and every request, mandate, expectation, and requirement set forth in the RFP except for those items specified below, and will comply with same, except as excepted below (**NOTE: by indicating exception to the RFP requirements, SCCS reserves the right to disqualify Vendor's proposal from consideration**):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\_\_\_\_\_  
Signature of Duly Authorized Agent of Vendor

\_\_\_\_\_  
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 Vendor, Bidder, Provider, 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:

- A. **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.
- B. **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.
- C. **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/bottle filling stations, 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.
- D. **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.
- E. 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.

- F. 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 \_\_\_\_\_, 20\_\_ by:

Firm: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Project: **RFP – Child Placement Services 2023**







## **EXHIBIT 8**

### **NOTICE**

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

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

-OR-

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

STATE OF OHIO )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

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

Further affiant sayeth naught.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

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

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

Further affiant sayeth naught.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT 9**

STATE OF OHIO )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT OF NON-COLLUSION**

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

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

Further affiant sayeth naught.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**ATTACHMENT –**  
**SAMPLE**  
**AGREEMENT**

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Summit County Children Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Summit County Children Services  
264 S Arlington St  
Akron, OH 44306

and

<Provider>, hereinafter "Provider", whose address is:

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Collectively the "Parties".

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## RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

### Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2023** through **03/31/2026**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for \_\_\_\_\_ additional, \_\_\_\_\_ year terms not to exceed \_\_\_\_\_ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### **Article III. ORDER OF PRECEDENCE**

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

### **Article V. PROVIDER RESPONSIBILITIES**

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#), [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
  - 2. Child Alleging Physical or Sexual Abuse / Neglect;
  - 3. Death of Child;
  - 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
  - 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  - 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  - 7. School Expulsion / Suspension (formal action by school);
  - 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  - 9. Victim of assault, neglect, physical or sexual abuse; and
  - 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
    - 1. When physical restraint is used/applied; and
    - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  2. To comply with the medical consent process as identified by Agency;
  3. Only the Agency can give permission for the administering or change (addition or elimination) of

- psychotropic medication and its ongoing management; and
4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

**Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation, allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.
- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered



and do not duplicate claims made by Provider to other sources of public funds for the same service.

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$TBD.00** (dependent on amount of children placed).
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

## **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

## **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to,



financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:

1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
  2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:
- ODJFS  
ATTN: Licensing  
P.O. Box 183204  
Columbus, OH 43218-3204

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or

Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall 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.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

## Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility 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.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered

in accordance with this Agreement.

### **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
  - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
  - 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
  - 4. JFS 02911 Single Cost Report Instructions.
  - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  - 7. 2 CFR part 200.501, Audit Requirements.

### **Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS**

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

### **Article XV. ATTACHMENTS/ADDENDA**

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written



- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

## **Article XX. INSURANCE**

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
  2. Product liability;
  3. Blanket contractual liability;
  4. Broad form property damage;
  5. Severability of interests;
  6. Personal injury; and
  7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
  2. Pay on behalf of wording;
  3. Concurrency of effective dates with primary;
  4. Blanket contractual liability;
  5. Punitive damages coverage (where not prohibited by law);
  6. Aggregates: apply where applicable in primary;
  7. Care, custody and control – follow form primary; and
  8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).



## Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
  - 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
  - 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
  - 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
  - 4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
  - 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
    - a. Maintenance of a current valid driver's license and vehicle insurance.
    - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
    - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
  - 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
    - a. The individual has a condition which would affect safe operation of a motor vehicle;
    - b. The individual has six (6) or more points on his/her driver's license; or
    - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating



vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(l\)](#) as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

### **Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

### **Article XXIV. FINDINGS FOR RECOVERY**

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

### **Article XXV. PUBLIC RECORDS**

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

### **Article XXVI. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123,](#) and [3125](#).

### **Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

### **Article XXVIII. SUBCONTRACTING AND DELEGATION**

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

### **Article XXIX. PROPERTY OF AGENCY**

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

### **Article XXX. SEVERABILITY**

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

### **Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

### **Article XXXII. COUNTERPARTS**

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

**Article XXXIII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

## **ATTACHMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

**SIGNATURES OF PARTIES:**

**Provider:**

Print Name & Title	Signature	Date

**Agency: Summit County Children Services**

Print Name & Title	Signature	Date

**Additional Signatures**

Print Name & Title	Signature	Date



## Exhibit I – Scope of Work

### I. MISCELLANEOUS

#### A. Additional Reimbursement Provisions

1. The maximum amount payable by SCCS to Provider under this Agreement is dependent on the number of children placed with provider and the applicable Rate Information contained on Exhibit IV.
2. At the sole discretion of SCCS and subject to available funding, SCCS and the Provider may agree to extend the terms and conditions of this Agreement as set forth in SCCS Request for Proposals for Placement Services. SCCS will not provide payment for services rendered after the expiration of this Agreement, unless and until a written extension has been executed.
3. Nothing in this Agreement will be construed as a guarantee by SCCS that SCCS will make referrals to the Provider at all or at a level that would result in the Provider earning the maximum total dollar amount possible under this Agreement. SCCS will pay the Provider for, and the Provider will be entitled to receive payment for, services actually purchased and utilized by SCCS. The amount of such payments will be determined according to the rates for such services as set forth in Exhibit IV
4. \*Non-Custody Baby Rate: A fixed rate which applies to children ages 0-5 whose teenaged mothers are in the custody of SCCS and placed with Provider where the mother is caring for the child. SCCS will pay an add on rate of \$26.05 per day for this circumstance.
5. \*\*Sibling Rate: The sibling rate is a fixed rate applicable in situations when a Provider accepts three (3) or more children from a sibling group and the sibling group is placed in the same foster home. For each sibling placed in the same foster home after the second sibling (i.e. beginning with the third sibling), Provider will receive an increase of \$10 per day over the per diem that Provider would otherwise receive for the child.
  
6. Extraordinary Expenses  
Special services needed by the child will be discussed by Provider and SCCS and included in the Individual Service Plan where possible. Provider will be reimbursed for the cost of these services only with the prior written approval of SCCS. SCCS will not assume the financial responsibility for elective services (including medical and dental services) unless prior written approval is obtained.
  
7. Payments
  - i. Provider will submit an invoice to SCCS by the fifth (5th) working way of the month immediately following the provision of services.
  - ii. SCCS will pay for the first (1st) day that the child is in placement regardless of the number of hours associated with that day. SCCS will not pay for the last day that the child is in placement regardless of the number of hours associated with that day.
  - iii. Provider will submit to SCCS a detailed invoice for placement and services specifically delivered on behalf of the child on a monthly basis. (See below as an example).
  - iv. Per diems will include all costs associated with maintenance, administration, case management allowable administrative costs, transportation allowable administrative costs, other direct services allowable administrative costs, behavioral healthcare non-reimbursable cost (as pre-approved by SCCS), and other costs pre-approved by SCCS (with the exception of health care or treatment services where SCCS must give prior written consent).
  - v. It is understood by the Provider that availability of funds is contingent on appropriations made by the county, state, and federal government. Therefore, if at any time funding is discontinued, SCCS may immediately terminate this Agreement, without further obligation.
  - vi. Provider shall send an invoice to SCCS monthly for services provided. Payment to Provider will be subject to SCCS approval, and SCCS agrees to contact Provider regarding any discrepancies in order to reach a mutually agreeable resolution. SCCS will make reasonable efforts to provide payment to Provider within thirty (30) days of invoice receipt. SCCS is not responsible for late payment due to unforeseen circumstances, such as computer problems, mail delivery delays, Summit County payment processing, or work stoppages. Any additional costs or expenses which would exceed this maximum amount must be mutually agreed to in writing.

#### B. Additional Insurance Provisions

1. Provider will maintain Employers Liability Insurance, Ohio Stop Gap, with limits of not less than One Million Dollars (\$1,000,000) each accident, each employee.
2. Providers Business Auto-Liability Insurance will include hired and non-owned and uninsured and underinsured motorists coverage at full policy limits, and the fellow-employee exclusion deleted.
3. All insurance hereby required of Provider will respond to liability asserted against the provider, its employees, volunteers, and board members, and any subcontractor, board member, volunteer, agent, or

employee of the Provider that performs services for SCCS under this Agreement.

4. SCCS and Summit County, and their employees, elected and appointed officials, agents, and representatives will be included as additional insureds under the Providers Commercial General Liability and Auto Liability insurance, using ISO additional insured endorsement CG 20 11 or a substitute form providing equivalent coverage and under the Providers Commercial Umbrella policy, if any; Providers Commercial General Liability, Commercial Auto Liability, Commercial Umbrella insurance will apply as primary insurance with respect to any other insurance or self-insurance programs afforded to SCCS. There will be no endorsement or modification of the Commercial General Liability, Commercial Auto Liability, or Commercial Umbrella to make any of these three (3) policies excess over other available insurance.
5. If the Providers liability insurance policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they will be endorsed to provide cross-liability coverage.
6. The Provider will be responsible for any deductibles or retentions with regard to its insurance.
7. If the Provider fails to maintain the insurance as required herein, SCCS will have the right but not the obligation to purchase said insurance at the Providers expense.
8. The Providers failure to maintain the required insurance may result in the termination of this Agreement, at SCCS option, notwithstanding any contradictory provisions in this Agreement.
9. The Provider will report to SCCS any claim, suit, or other proceeding asserted against or otherwise implicating the Provider or any Subcontractor that, in the reasonable commercial opinion of the Provider, may result in a liability of the Provider or Subcontractor exceeding Five Hundred Thousand Dollars (\$500,000), which notice by the Provider to SCCS will be in writing and sent to SCCS within thirty (30) days of the Providers receipt of such claim, suit, or other proceeding, whether or not such claim, suit, or proceeding is or may be covered by insurance.
10. By requiring insurance herein, SCCS does not represent that coverage and limits will necessarily be adequate to protect Provider or any Subcontractor, and such coverage and limits will not be deemed as a limitation on Providers liability under the indemnities granted to SCCS and others in this Agreement.
11. 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.

C. **Liability**

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

D. **Governing Law**

The parties waive any right to federal diversity jurisdiction. Venue for any dispute is Summit County, Ohio.

E. **Claims for Breach of Contract**

Provider agrees that any claim or lawsuit against SCCS relating to services provided hereunder must be filed no more than six (6) months after Provider becomes aware of the cause of action that is the subject of the claim or lawsuit. Provider waives any statute of limitations to the contrary.

F. **Survivorship**

All sections herein relating to payment, confidentiality, license and ownership, indemnification, maintenance, records, publicity, warranties, and limitations on claims/damages shall survive the termination of this Agreement.

**II. SERVICES**

**A. Availability**

1. Provider agrees to accept placement of children on a twenty-four (24) hours per day, seven (7) days per week basis.
2. SCCS will furnish Provider with an emergency contact to be available on a twenty-four (24) hours per day, seven (7) day per week basis.



3. The Provider, for and in consideration of the compensation set forth in this Agreement, agrees to provide placement and related services, inclusive of all of all expenses/needs, to children in the care and custody of SCCS who are referred to the Provider by SCCS, in accordance with the provisions included herein. SCCS will utilize an assessment placement tool to identify the level of care necessary to best meet the child's needs. SCCS is purchasing the following levels of care as set forth herein (and no additional charges will be assessed for care, unless otherwise agreed to by the parties).
4. Provider agrees that the stated per diem rates will cover all of the child's expenses/needs billable to SCCS while in the care of the Provider and that no additional charges will be assessed for his/her care, unless otherwise specified herein. Specific required services and treatment will be determined by each child's needs, pursuant to each child's individual case plan as determined appropriate by SCCS. Provider will ensure the child's daily care and treatment is provided in accordance with recommendation of the treating mental health professional as approved by SCCS.
5. Provider is prohibited from utilizing foster care maintenance payments for any purpose other than providing direct care to the children placed hereunder (including, but not limited to: Provider may not utilize foster care maintenance payments to pay for damages caused by a child placed hereunder and Provider may not withhold a child's clothing/uniform/graduation allowance for purposes of discipline or otherwise). (See OAC 5101:2-47-11)

**B. Scope of Services**

1. Provider agrees to provide placement and related services for children in the care and/or custody of SCCS as consistent with current state and federal laws and regulations related to the provision, delivery, and funding of services to children and youth. The following list of services describes the general services that Provider will furnish to children in placement. Specific required services and treatment will be determined by the needs of each child as outlined in each child's case plan, and as deemed appropriate and necessary by SCCS. Provider will provide services which include, but are not limited to, the following, all without limitation:
  - i. In non-emergency situations, participation in the pre-placement assessment and placement process for non-residential programs as requested by SCCS, which may include a pre-placement visit of twenty-four (24) hour duration at no additional cost to SCCS in order to assess whether the placement is an appropriate match;
  - ii. Appropriate shelter, daily supervision, care/maintenance, and case management services for the child placed in care;
  - iii. Ensure the provision of supportive counseling/therapy and diagnostic and/or psychiatric assessments to aid in the child's adjustment to placement and to facilitate SCCS' ability to find a permanent, appropriate placement for the child;
  - iv. Access to delivery of health-related services, which include, but are not limited to: medical services, psychological services, physical therapy, dental services, and optical services, and all necessary, as determined by SCCS, medications, treatment, therapy in accordance with the child's Individual Service Plan, arranging and transportation to health related service, acting as a liaison with health provider(s), and always acting in the best interest of the child's overall health;
  - v. Furnish or arrange for the provision of all services and treatment agreed upon between SCCS and Provider in accordance with the child's case plan (i.e., transportation of children for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapy, and/or recreational activities);
  - vi. Relative to emergency placements, submission to SCCS of Provider's written child's Individual Service Plan for the child within twenty-one (21) business days of placement;
  - vii. Alternative (respite) care as determined necessary with the approval of SCCS and in compliance with requirements set forth in this Agreement;
  - viii. Beyond the initial placement, provide to the child all appropriate clothing throughout the duration of the placement and at discharge;
  - ix. Ensure the provision of all necessary counseling/therapy and support to aid in:
    - a. Adjustment to placement;
    - b. Stabilization of the problem(s) leading to placement; and,
    - c. Resolution of conflict with the family/significant other people as required by the child's Individual Service Plan.
  - x. Ensure that counseling/therapy services will always include the family members and/or significant other people if deemed appropriate by SCCS, especially when the case plan goal is reunification;
  - xi. Coordination, facilitation, and supervision of visitation with family member(s) in accordance with the child's case plan;
  - xii. Consultation with SCCS regarding the child's status/progress and/or concerns;

- xiii. Inclusion of SCCS at quarterly and discharge planning staffings; and,
- xiv. Transitional services whenever there is a change in the child's placement, which may include, but are not limited to the following: 1) facilitating pre-placement visits for a child in new placement, 2) supportive counseling regarding the move to new placement, 3) ensuring that child has all necessary personal items to take to the new placement which include, but are not limited to: personal hygiene products and adequate clothing, and, 4) ongoing telephone and/or direct contact between SCCS and Provider regarding any concerns and/or the status/progress of each child.

**C. Child Specific Information/Individual Child Care Agreement (ICCA)**

1. ICCA: Within ninety-six (96) hours of an emergency placement, SCCS will furnish Provider with an Individualized Child Care Agreement (ICCA) and assessment placement tool, inclusive of the child's family summary, medical history, and medical/dental consent. SCCS will forward to Provider the child's school information, psychological evaluation, and psychiatric evaluation, as available. SCCS will utilize the ICCA and amendments to the ICCA in the placement process. When Provider accepts placement of a child in SCCS custody, an authorized representative of Provider as well as the substitute caregiver will sign the ICCA and return it to the SCCS caseworker. In accordance with OAC 5101:2-42-90, a copy of the fully executed ICCA will be provided to the substitute caregivers within ninety-six (96) hours of an emergency placement.
  - i. Foster Homes: If a child is placed in a Provider foster home, Provider will execute a second ICCA with the substitute caregiver and provide a copy of the ICCA to SCCS for the child's case record.
  - ii. Children's Residential Centers: If a child is placed in a children's residential center (CRC), SCCS will execute the ICCA with Provider and provide a copy of the ICCA to Provider and the CRC.

**D. Clothing (Residential and Foster Care Only)**

1. Clothing Inventory - At all times, the child placed with Provider will have an appropriate clothing inventory. SCCS will ensure that all children have and/or receive adequate, seasonally appropriate clothing when they are initially placed. At a minimum, clothing for the child will include seven (7) days of seasonally appropriate clothing and undergarments, including shoes, boots, and outerwear as appropriate. Upon placement, the Provider case manager will complete a clothing inventory & clothing request, documenting the child's clothing needs. The Provider case manager will sign the clothing inventory after completion. If, upon placement, Provider determines that the child's clothing needs have not been adequately addressed by SCCS, Provider must, within thirty (30) days of initial placement, submit a written request to the SCCS caseworker of record for the additional amount and type of clothing needed. Additional clothing requests must meet the criteria identified in the paragraphs below. If Provider does not submit a request, SCCS will consider the child's clothing needs satisfied, and Provider will be responsible for the purchase of any additional items of clothing which become necessary thereafter. Provider, through the per diem payment, is expected to provide for and maintain an ongoing supply of appropriate and adequate clothing for each child in its care. Special consideration will be given to the following:
  - i. Clothing destroyed/stolen: SCCS will be responsible for replacement of lost, destroyed, or stolen clothing, so long as the loss was not through the fault, omission, or acts of the substitute caregiver or Provider. For example, the foster parent(s)' disposal of the child's clothing prior to a move would not trigger SCCS' obligation to replace clothing. In such situations, SCCS will charge the cost of the clothing to Provider. SCCS reserves the right to require documentation of the loss from Provider. SCCS also reserves the right to deny replacement of items if SCCS determines the documentation is not sufficient to justify reimbursement.
  - ii. AWOL: If the child goes AWOL, Provider is responsible for securing the child's clothing until retrieved by SCCS. The SCCS caseworker of record will then be responsible for retrieving the clothing from Provider.
  - iii. Natural Disaster/Fire: SCCS will replace clothing lost as a result of fire or natural disaster up to the insurance deductible or Two Hundred Fifty Dollars (\$250.00), whichever is less. Provider should determine applicable insurance coverage prior to the caseworker of record submitting a clothing request.
  - iv. Uniforms: If the child is enrolled in a school district that requires uniforms, SCCS will approve school or technical uniforms once per school year for a maximum total cost of One Hundred Seventy-Five Dollars (\$175.00). If a child is placed after January 1st, SCCS will approve reimbursement for the cost of a child's uniform in the amount not to exceed One Hundred Dollars (\$100.00). Uniforms for extracurricular activities are allowable once per year up to Eighty Dollars (\$80.00).
  - v. Graduation: Expenses are allowable for graduation, up to Seven Hundred Fifty Dollars (\$750.00).
  - vi. Unusual Growth Spurts: Extreme weight gain or loss may justify a special clothing order. The amount of the order will vary according to the age of the child, at the sole discretion of SCCS.
  - vii. Pregnancy: SCCS may approve a special clothing order for pregnancy up to Five Hundred Dollars (\$500.00).
  - viii. Other Exceptional Circumstances: SCCS may consider other requests at its discretion, depending on the facts and circumstances of the individual case.

2. Discharge - SCCS and Provider agree that at the point of discharge, Provider will send with the child a minimum of seven (7) days' worth of clothing. Provider will also send along any clothing purchased for the child during placement which is appropriate at discharge. At a minimum, Provider will send along clothing for the child that will constitute seven (7) days of clothing and undergarments, which includes, but is not limited to, shoes, boots, and a coat as appropriate for the season. On the date of discharge of the child, Provider substitute caregiver will conduct an inventory of the child's clothing, as sent with the child by Provider. SCCS reserves the right to assess a penalty of Two Hundred Seventy-Five Dollars (\$275.00) against Provider if Provider fails to comply with the requirements of this paragraph without just cause. SCCS will deduct the penalty from future payments made to Provider pursuant to the terms of this Agreement. SCCS will notify Provider prior to the assessment of the penalty.
3. Reason for Denial - Provider may request of the SCCS caseworker of record the reason for the denial of a clothing order (i.e., prior clothing order issued within the last six (6) months, SCCS did not receive the clothing request within the first sixty (60) days of placement, etc.), in order to ascertain if the request should receive special consideration as outlined above.

**E. Prior Authorization Requirements/Medical Payments/Medicaid**

1. Level of Care Change – If Provider determines that a child's level of care is not meeting the best interests of the child, Provider will submit a written request with supporting documentation to SCCS for prior written authorization from the SCCS Resource Coordinator to adjust the child's level of care. Upon receipt of such a request, the SCCS Resource Coordinator will confer with the SCCS Manager of Placement Services, who will approve or deny such request based on the SCCS level of care assessment tool. The SCCS Resource Coordinator will send written approval/denial to Provider within five (5) to 10 (ten) working days. If requested by Provider, the SCCS Department Director, Placement & Permanency Planning will review a Level of Care change denial. If SCCS approves a higher level of care, the ICCA will be amended to reflect a higher service care and the respective approved cost.
2. Additional Services/Per Diem Increase – Provider will seek prior written authorization from the SCCS Resource Coordinator for payment of all other expenses not addressed herein. In an emergency situation, the SCCS Department Director, Placement & Permanency Planning may grant a verbal approval, but such approval does not relieve Provider from its responsibility to submit a written request as required herein. Provider's Additional Services/Per Diem Increase request must include, but is not limited to, the following:
  - i. The child's specific needs;
  - ii. The specific services that Provider will furnish to meet those needs, including costs and duration of need;
  - iii. A description of the additional services on the part of the caregiver (e.g., assumption of additional responsibilities, additional training, additional Provider support, etc.); and,
  - iv. What outcomes are expected and how will the outcomes be measured and monitored.
3. Previous Authorization Required – SCCS will not pay for any services which are not specified in this Agreement and/or for which Provider failed to seek prior written authorization from SCCS pursuant to the above detailed procedures.
4. Medicaid –
  - i. As soon as practicable, SCCS will apply for Medicaid numbers for children entering SCCS custody. Upon receipt of formal documentation, SCCS will submit to Provider Medicaid numbers for children in SCCS custody, as applicable. Provider is required to utilize Medicaid-approved healthcare providers for the provision of mental health, dental, and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of SCCS. Provider will report applicable Medicaid information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in SCCS custody. SCCS will not pay for the provision of any medical services to children in SCCS custody unless the SCCS Executive Director or his/her designee has provided specific prior written authorization for such medical services and associated costs.
  - ii. In situations where the Provider does not possess a Medicaid number or other information required to bill an alternative source for services provided to children in the custody of SCCS, Provider must take the following actions.
    - a. Provider will contact the SCCS Financial Eligibility Specialist at [FiscalEmail@summitkids.org](mailto:FiscalEmail@summitkids.org), (330) 379-1970, or (330) 379-1949 for assistance with resolving Medicaid number issues.
    - b. Within thirty (30) days of receipt of an invoice from a healthcare provider for services rendered to a child in SCCS custody, Provider must forward the invoice to the SCCS Financial Eligibility Specialist at: Summit County Children Services, 264 S. Arlington Street, Akron, Ohio 44306-1399 or fax such invoice to the SCCS Financial Eligibility Specialist at (330) 375-1313. Failure to forward such invoice to SCCS within thirty (30) days will constitute a waiver of any claim against SCCS for payment of the invoice. If Provider receives additional notices regarding the invoice, Provider must contact the

- SCCS Medicaid Billing Specialist at (330) 379-1823 to confirm that SCCS received the initial invoice and to obtain the status of payment arrangements. Provider WILL NOT pay the invoice and expect or request reimbursement from SCCS without the prior approval of SCCS.
- c. If a child who is in the custody of SCCS requires pharmaceutical supplies, Provider must fill the prescription at a pharmacy that accepts Medicaid payments.
  5. Right to Recoup – SCCS retains the right to recoup funds from Provider upon the determination that third party funds are duplicative (in the aggregate) of SCCS payments to Provider, or in the event that Provider fails to properly credit any and all such third party payments. Relative to recouping funds, SCCS may withhold from subsequent reimbursement to Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to, Medicaid and private insurance companies.
  6. SCCS is responsible for the payment of medical, optical, and dental care not otherwise paid by Medicaid, or other third party insurance coverage. Provider will submit a written estimate for any medical and dental expenses to SCCS along with the written recommendation of the physician or dentist. Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the SCCS Executive Director or authorized designee.
  7. The Provider is not permitted to deliver or authorize any health care or treatment services as indicated below without prior written consent of SCCS:
    - i. Non-routine/Invasive/Surgical procedures performed on an outpatient basis;
    - ii. Non-routine/Invasive/Surgical procedures performed on an inpatient basis;
    - iii. Non-invasive and/or Diagnostic procedures performed on an inpatient basis;
    - iv. Any procedure involving localized or general anesthetics performed on an inpatient or outpatient basis;
    - v. Medications including:
      - a. Psychotropic and/or non-psychotropic medications prescribed for the purpose of altering mood or behavior;
      - b. Those prescribed to treat chronic and/or acute care health concerns;
      - c. Routine medications intended for long term use;
      - d. Those associated with a potential for severe side effects or health risks;
      - e. Any experimental and/or research medications; or,
      - f. Any medications not covered by Medicaid and costing more than fifty dollars (\$50.00);
    - vi. HIV/AIDS testing or care except where protected by state or federal law;
    - vii. Sub-specialty referrals and procedures of a non-routine/acute care nature unless SCCS has already given approval;
    - viii. Extensive or costly dental or orthodontia procedures;
    - ix. Optical and/or pharmacological care; and
    - x. Any urgent (non-life threatening) care or treatment exclusive of any emergency (life-threatening) care/treatment as deemed to be necessary by a licensed medical professional.
  8. Extreme Emergency – In an extreme emergency, the above language requiring prior approval will not apply. However, if emergency treatment is necessary, upon arrival at the nearest medical/dental facility, Provider will immediately contact the SCCS Hotline at (330) 434-5437 and Provider will report the nature of the emergency and request verbal authorization to provide medical/dental treatment to the injured child. If the situation is life-threatening and due to the risk to the child as determined by a licensed medical professional, there is no opportunity to contact SCCS for prior approval, Provider (or its authorized designee) is authorized to consent to Emergency Medical Treatment for the child. In these cases, Provider or their authorized designee will, at the earliest opportunity, contact SCCS as noted above and provide all available information pertaining to the emergency. In such an emergency, Provider will ensure that a qualified Provider staff member accompanies the injured child to the medical/dental facility.
  9. The Provider is responsible for:
    - i. Gathering information from the Medical Provider as requested to assist SCCS in giving informed consent for non-routine/invasive/surgical procedures of a non-emergency nature;
    - ii. Obtaining and submitting to SCCS all required information for invasive/surgical/non-routine procedures to be performed on an outpatient basis at least three (3) working days in advance; and,
    - iii. Obtaining and submitting to SCCS all required information for invasive/surgical/non-routine procedure to be performed on an inpatient basis at least five (5) working days in advance.
  10. Psychological/Psychiatric Evaluation – In cases where it is mutually agreed that a psychological and/or psychiatric evaluation of the child is needed, SCCS will be responsible for the payment of such evaluation (including the cost of respective, non-Medicaid healthcare providers) only if the evaluation was obtained

after the SCCS' Deputy Executive Director of Social Services (or her/his designee) issued prior written authorization for the evaluation and associated costs. Provider will evaluate the alternatives available, inclusive of the market cost, and provide such evaluation and costs to SCCS as supporting documentation.

11. Medication Authorization – Provider is required to follow SCCS' Medication Authorization procedures (including psychotropic medications) as follows:
  - i. The SCCS Department Director, Social Services Programs must review and approve requests for newly prescribed medications and/or increased dosages to ensure that dosage levels do not exceed FDA maximum dosage recommendations. The Deputy Executive Director of Social Services may also review the identified reason for the prescription, associated risks/benefits, and the combination of medications prescribed.
  - ii. SCCS adheres to the philosophy children should be prescribed psychotropic medications only when absolutely necessary and administration of such medications must be part of a larger treatment plan that includes psychopharmacological and psychosocial interventions. Consequently, SCCS carefully monitors treatment plans and psychotropic medications prescribed to SCCS children. (See Exhibit I: SCCS Psychotropic Medication Procedure)
  - iii. Guidelines for approval of prescribed medications for SCCS children are as follows:
    - a. Within seven (7) days of execution of this Agreement, Provider must report to SCCS any SCCS child placed with Provider who is currently receiving a dosage of any medication that: (a) exceeds the maximum recommended dosage (including antipsychotic drugs); and/or, (b) is prescribed more than one antipsychotic medication. Within 90 days of execution of this Agreement, Provider must develop and submit to SCCS a written plan to reduce each such child's dosage to an amount within the FDA maximum recommended range and eliminate the simultaneous use of more than one antipsychotic medication.
    - b. Providers may not prescribe to any SCCS child more than one antipsychotic medication simultaneously.
    - c. Relative to SCCS children who are prescribed psychotropic medications, Provider must provide concurrent counseling.
    - d. Before prescribing a psychotropic medication to a SCCS child, or increasing the dosage level of a psychotropic medication, the prescribing medical professional must obtain prior express consent from the SCCS Department Director, Social Services Programs via the "SCCS Request to Administer Psychotropic Medication Form" (See Exhibit H). Requests to authorize new medications or increase medication dosage levels must include information regarding the maximum recommended dosage, the child's diagnosis, and the reason the medication is being prescribed.
    - e. Providers are expected to utilize first-line treatment medications prior to submitting a request for authorization to administer second line treatment medications.
    - f. Prescribing psychiatrists must send written requests for any exceptions to these guidelines to the attention of the SCCS Department Director, Social Services Programs with an explanation of the clinical justification, risks, and benefits. Requests can be faxed to 330-3379-1891.
12. SSI – SCCS will be the payee for any child receiving Supplemental Security Income. Provider will notify the SCCS Manager of Accounting Services, via telephone at 330-379-1942, if a child placed with Provider is in receipt of, or if Provider becomes aware of a child becoming eligible for, SSI benefits at any time during placement.
13. Special Medical Equipment – It is Provider's primary responsibility to obtain special medical equipment ordered by a physician for a child in placement. In those cases where the cost of the child's special medical equipment is not covered by Medicaid, Provider will contact the SCCS Manager of Placement Services for written authorization prior to ordering the equipment.

#### **F. Discharge and Document Return**

1. Following each child's discharge, Provider will take all steps necessary to ensure the prompt and smooth transfer (as directed by SCCS) of the child and all documents related to the child, other than Provider's internal documentation.

#### **G. Temporary Leave**

1. Bed Hold – Provider will hold the child's bed while the child is absent for short-term temporary approved leave or where the child is AWOL, at the discretion of SCCS. Such short-term temporary approved leave period or AWOL period will not extend beyond Fourteen (14) days. Provider may charge SCCS for the bed during that period. If the leave is terminated earlier than originally planned, Provider must readmit the child immediately. In the event that the child is absent due to the need for crisis services and such absence extends beyond a 14 day period, SCCS has the right to require Provider to hold the child's bed during that extended period. Provider will hold the child's bed as directed by SCCS. Provider may charge SCCS for

the bed during that extended period. Upon the child's return from such crisis services, Provider must re-admit the child immediately. Except for situations listed below, if the child's absence exceeds a 14 day period and SCCS does not direct Provider to hold the child's bed, immediately following the conclusion of the 14 day period, Provider will contact the child's SCCS caseworker of record and SCCS Resource Coordinator and, unless SCCS specifically directs Provider to continue to hold the child's bed, Provider will discontinue holding the bed for the child immediately. Provider will not charge SCCS for the bed for that day or for any part of that day.

2. **Child Hospitalizations** – In the event a child must be taken to the hospital due to a medical or psychiatric emergency, unless the child is transported by ambulance, Provider must accompany the child to the hospital. If transported by ambulance, Provider must follow the ambulance to meet with the child at the hospital. In the event that a child must be taken to the hospital for scheduled treatment, Provider must accompany the child. In either event, Provider must remain with the child through the admitting process (up to and including disposition - either admitted or returned to Provider). If the child is admitted, the SCCS Placement Manager will consult with Provider and decide on a case-by-case basis whether Provider must remain with the child during the period of hospitalization.

3. **Respite Care** – Any respite care in excess of eight (8) hours must be provided by a licensed foster parent unless another person is specifically pre-approved by the SCCS Department Director of Placement & Permanency Planning. Provider will conduct background checks and request from SCCS social service clearings for such individuals to ensure that the alternative placement is appropriate and safe for the child. Provider's approval process will include, but not be limited to, the following:

- Background checks as defined in the ORC and OAC;
- References; and,
- Safety audit if the child is to be cared for out of home. (See generally OAC 5101:2-7)

Prior to the date of the requested alternative care, Provider will seek prior approval of the alternative caregiver from the SCCS Placement Resource Unit. Provider will fax a copy of the respective home study, license, and BCII/FBI fingerprint results to the SCCS Resource Coordinator and request a social service clearing. SCCS will not permit a child in the custody of SCCS to be placed in the home prior to SCCS completing a successful social service clearing. Provider will provide all information and documentation required by this paragraph well in advance of the requested alternative care, such that SCCS has adequate time and opportunity to assess the proposed alternative care provider. For every emergency alternative care where, in the opinion of SCCS, there is a possibility of a disruption of placement, Provider or the foster parent will trigger a placement preservation staffing. The SCCS caseworker of record will schedule the staffing. Provider is responsible for giving the alternative caregiver a copy of the child's ICCA. Provider and alternative caregiver will document and both sign off on caregiver's receipt of the ICCA. Provider will mail or fax a copy of the completed ICCA (as signed by the alternative caregiver) to the respective SCCS Placement Supervisor for inclusion in the child's case record.

H. **Child Movements** - Provider will not move a child from his/her placement residence to another foster home or other out-of-home care setting without the prior approval of the SCCS Placement and Permanency Planning Department, or SCCS Hotline staff if after hours.

I. **Normalcy** – Provider will adhere to Exhibit J: SCCS' Caregiver Reasonable and Prudent Parent Standard Policy and Procedure as it pertains to providing care to children in SCCS custody.

J. **Decision Making**

1. SCCS will retain sole decision making authority regarding all aspects of the child's placement, treatment, billable charges, and/or care. This includes where the child is placed.
2. Any and all communications regarding the child must be made by Provider directly to SCCS prior to implementation.
3. SCCS must approve in writing all goals, objectives, proposed or provided treatment, and amendments to the child's service/treatment plan.
4. SCCS will have sole discretion in determining a child's level of care. SCCS will use Exhibit A: Levels of Care Service Standards by Each Service Area, which is attached hereto and incorporated herein as if fully rewritten, to determine a child's level of care. Provider will provide service to the child according to his/her level of care in accordance with Exhibit A and as directed by SCCS.

III. PROVIDER RESPONSIBILITIES

A. **SCCS Visits** – Provider agrees that SCCS will have access to Provider's facilities and foster homes, both on a prearranged and unannounced basis, for discussion or review of pertinent information and for interviews with the child, the natural family, and foster parent, if the child is placed in family foster care.

B. **Threat/Mandated Reporting** – Pursuant to ORC 2305.51, if a mental health patient/client has communicated an explicit threat of inflicting imminent and serious physical harm to or causing the death of one or more clearly

identifiable potential victims, and the mental health professional has reason to believe the client/patient has the intent and ability to carry out the threat, the mental health professional has a duty to predict, warn of, and/or take precautions to provide protection from the violent behavior of the mental health client/patient. Provider will follow the requirements of ORC 2305.51 and must notify SCCS of any such incidents or situations. Provider must provide a follow-up Incident Report documenting the incident/situation to SCCS and such report must include a summary of the steps taken by Provider to meet the requirements of ORC 2305.51. A residential facility will complete a critical incident report for each occurrence of any of the items listed in the Critical Incidents section of this Agreement. The administrator of a residential facility will ensure that any employee, college intern, or volunteer at the facility who knows of or suspects any physical or mental abuse, sexual abuse, exploitation, neglect, or threatened abuse or neglect of a child by any person, including another resident of the facility, will immediately report the situation pursuant to section 2151.421 of the ORC, or cause it to be reported. In addition, a residential facility will immediately notify the individual or agency that placed a child if the child threatens harm to another individual.

C. **Mental Health Treatment** – Provider agrees that all services and treatment recommended by the child’s mental health professional and approved by SCCS will be consistently provided in accordance with such recommendations.

D. **Medical Care and Treatment** –

1. Initial Placement Screening: In accordance with OAC 5101:2-42-66.1, children are required to have an initial placement screening within five (5) days of initial placement. The following guidelines apply to Initial Placement Screenings:

i. **Provider Responsibilities**: Providers are responsible for scheduling the Initial Placement Screening with the appropriate healthcare provider (see below), transporting the child to and from the Initial Placement Screening, and communicating with the SCCS caseworker to ensure that all necessary paperwork has been submitted to the healthcare provider prior to the child's appointment.

ii. **Healthcare Providers**: Providers will utilize the following healthcare providers for Initial Placement Screenings:

a. **Newborns**:  
Locust Pediatric Care Group  
Akron Children's Hospital  
Locust Professional Building, 3rd Floor  
300 Locust St., Suite 390  
Akron, OH 44302

b. **All Other Children**: CARE (Children at Risk Evaluation) Center  
Akron Children's Hospital  
Locust Professional Building, 1st Floor  
300 Locust St., Suite 170  
Akron, OH 44302

c. **Exceptions**: Providers who wish to utilize a different healthcare provider to complete the initial placement screening due to special circumstances will contact the Director of Placement and Permanency Planning via telephone at (330) 379-1871 to obtain approval. Exceptions will be granted on a case-by-case basis for exceptional circumstances only.

iii. **Residential Placements**: the Initial Placement Screening requirement above will not apply to children placed directly into residential facilities, if the residential facility has capacity to conduct an Initial Placement Screening at its facility. In accordance with OAC 5101:2-42-66.1(C), the Initial Placement Screening must be conducted by one of the following licensed healthcare providers:

a. A licensed physician;  
b. An advanced practice nurse;  
c. A registered nurse;  
d. A licensed practical nurse; or,  
e. A physician's assistant.

2. Early and Periodic Screening Diagnosis and Treatment – Pursuant to OAC 5101:2-42-66, the early and periodic screening, diagnosis, and treatment (EPSDT) program is a federally mandated program of comprehensive preventive health services available to Medicaid-eligible individuals from birth through age twenty years. In Ohio, the program is called Healthchek. A Healthchek screening examination or its equivalent constitutes comprehensive health care for all children in placement. Provider is responsible for meeting the requirements of OAC Chapter 5160-14 including, but not limited to:

i. Within thirty (30) days of placement, Provider must have a licensed professional conduct and document EPSDT components as required by Section 5160-14-03 of the Ohio Administrative Code as part of initial and periodic Healthchek.

ii. The health care professional will identify treatment needs and recommend a service plan. When a

screening examination indicates the need for further evaluation of an individual's health, Provider will make a referral for diagnosis and treatment without delay, and follow-up to make sure that the individual receives a complete diagnostic evaluation.

- iii. Evaluation, diagnosis, and/or treatment may be provided at the time of the Healthchek (EPSDT) screening visit if the health care professional is qualified to provide such services. (OAC 5160-14-02)
  - iv. Providers are required to follow billing procedures and utilize service codes listed in OAC 5160-14-04.
- E. **Previously Unused Foster Home (Foster Care Only)** – If Provider intends to place a child in the custody of SCCS in a home not previously utilized for SCCS children or a home not used by SCCS during the six (6) months previous to the date of the placement request, Provider will seek prior approval from the SCCS Placement Resource Unit. Upon request, Provider will fax a copy of the foster caregiver's home study, license, and FBI/BCII fingerprint results to the SCCS Resource Coordinator and request a social service clearing. Prior to completing a successful social service clearing, SCCS will not permit a child in the custody of SCCS to be placed in the home.
- F. **Foster/Group Homes "On Hold" or "Denied"** – Provider is prohibited from placing any child in the custody of SCCS with a caregiver who has been put "on hold" or "denied" by another county PCSA. In addition, if a child in the custody of SCCS is placed with a caregiver who is subsequently put "on hold" or "denied" by another county PCSA, Provider must notify SCCS within twenty-four (24) hours of such hold/denial.
- G. **Compliance with Site and Safety Requirements** – Provider is expected to ensure that its network foster/group homes are maintained in good order, clean, and safe in accordance with OAC 5101:2-7-12. If SCCS determines that a Provider foster home or group home is not in compliance with the site and safety requirements listed in OAC 5101:2-7-12, Provider is prohibited from placing a SCCS child in such home (even if the home is licensed by a State agency). In the event that SCCS determines that a SCCS child is placed in Provider foster/group home that does not meet the requirements of OAC 5101:2-7-12, SCCS will notify Provider of its findings and SCCS:
1. will consider Provider to be in breach of the terms of this Agreement; and/or
  2. may terminate the Agreement immediately; and/or
  3. may require Provider to remove the child from the home and place the child in alternative care while compliance issues are remedied. If the non-compliance issues are not corrected within three (3) calendar days of SCCS' notice to Provider, the child will not return to the home and Provider will move the child to another placement (not alternative care). In addition, SCCS will place the caregiver on an "on-hold" status and no other SCCS child may be placed with the caregiver until the conditions are remedied to the satisfaction of SCCS.
- H. **Independent Living Services** – Pursuant to OAC 5101:2-42-19 and relative to minors receiving placement services hereunder, Provider will provide independent living services to SCCS youth who have attained fourteen (14) years of age to prepare them for the transition from SCCS custody to self-sufficiency. At the request of SCCS, Provider will provide independent living services to a youth under 14 years of age.
1. **Casey Life-Skills Assessment:** For each SCCS youth placed with Provider who has reached the age of 14, Provider will conduct a life skills assessment, utilizing the Casey Life Skills Assessment (see <http://lifskills.casey.org/>). The assessment will be completed no later than 60 days after the youth's 14th birthday or 60 days after the youth enters SCCS custody (Youth under age 14 will be assessed for independent living services, if deemed appropriate by SCCS). The life skills assessment must be completed with documented input from the youth, the youth's caregiver, and the youth's case manager. Upon completion, Provider will email the completed assessments (identified by the youth's initials and date of birth) to the assigned SCCS Independent Living Worker.
  2. **Independent Living Plan:** To help the youth achieve self-sufficiency, Provider will develop a written independent living plan (ILP) within 30 days of the completion of the assessment. Such ILP will follow the format of Exhibit K: Sample Independent Living Plan. The ILP must be reviewed at least every 90 days thereafter until SCCS' custody is terminated. The ILP will be based upon the assessment findings and include input from the youth, the youth's case manager, the caregiver, and significant other people in the youth's life. The ILP must be built around the youth's behaviors relative to mental health and emotional and "hard" skills (tasks) and document the youth's strengths, limitations, and resources with an outline of the services to be provided. Subject to SCCS approval, ILP services will address (without limitation): life-skills development training, education and vocational training, preventive health activities, financial assistance, housing, employment and education, self-esteem counseling, and assistance with developing positive relationships and support systems. Provider's quarterly progress reports to SCCS must include progress updates for each youth's identified ILP goals. ILP quarterly progress report updates must contain the following information without limitation: identification of each ILP goal and topic under each respective goal, date when the goal will be completed/addressed/covered, narrative regarding information covered, and the youth's participation level.



**I. Provider Assurances, Certifications, Reporting Requirements:**

1. Compliance with laws – Provider certifies compliance with all local, state, and federal laws.
2. MEPA Regulations – In accordance with OAC rule 5101:2-33-11, Provider will refer all cases in which race, color, or national origin may be a factor in the placement of a child to SCCS for assessment pursuant to OAC rules 5101:2-42-18.1 and 5101:2-48-13. In accordance with OAC 5101:2-33-11, SCCS has adopted the written standards of conduct attached hereto as Exhibit C.
3. Child Care Agencies – All Providers engaging in any of the functions listed in OAC rule 5101:2-5-03 will meet all requirements listed in OAC rule 5101:2-5-13.
4. News Media - Provider is prohibited from speaking to representatives of the news media about any aspect of SCCS' operations, including children in the custody of SCCS who are placed with Provider.
5. Persons with History of Assaultive Behavior - Provider acknowledges that SCCS prohibits persons (including employees, volunteers, interns, consultants, and/or contractors) with any known and/or documented history of assaultive behavior from serving SCCS clients. For purposes of this Agreement, "contractors" includes all individuals who may have contact with persons served. 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. Assaultive behavior includes any offensive touching or threat of offensive interaction with a vulnerable population, such as children, youth, older adults, or impaired adults. Such individuals will not worker directly with SCCS clients or within a facility where interaction may occur. Furthermore, such individuals may not provide administrative or programmatic oversight to SCCS clients.
6. 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: caseworkers, 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 service. If at any time during the term of this Agreement such license is suspended or revoked, SCCS may immediately terminate the Agreement.
7. Background Checks:
  - a. Pursuant to OAC 5101:2-5-09.1, Provider will conduct background checks on all employees, volunteers, foster parents, and interns who provide direct services to SCCS clients under this Agreement. Provider will conduct a review of all state criminal history records and 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.
  - b. In addition, Provide will provide to SCCS copies to Bureau of Criminal Identification and Investigation (BCII) and Federal Bureau of Investigation (FBI) background checks conducted on every foster parent providing care to children in the custody of SCCS. Provider will submit such copies to the SCCS Placement Services unit prior to placement of a child.
  - c. Provider agrees it will not permit to work with children in SCCS custody any individual who has been convicted of or pleaded guilty to any offense listed in Appendix A to OAC 5101:2-7-14.
8. Prohibition of Harassment – Provider and its employees will not engage in any sexually harassing or offensive conduct in the workplace. Said conduct may include, but is not limited to, the following:
  - a. Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
  - b. Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and offensive or personal references;
  - c. Demeaning, insulting, intimidating, or sexually suggestive comments about an individual;
  - d. The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, and/or photographs; and/or,
  - e. Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages (such as email, text messaging, and internet materials).
9. Adventure-Based Activities – As required by Council on Accreditation Standards, if Provider operates an adventure-based activity with a significant degree of risk (i.e., white-water rafting, rock climbing, ropes courses, etc.), Provider must provide SCCS with proof of accreditation, licensure, or certification with a nationally recognized authority for the activity conducted.

**J. Licensure:**

1. Provider agrees that it is properly licensed to provide the agreed upon services to the children under this Agreement, including, without limitation:
  - licensure for operation;

- physical facilities;
  - practicing professionals/staff; and,
  - educational facilities.
2. SCCS, in its sole discretion, may require periodic review of Provider's licensure/certification.
  3. Provider must report in writing any change in ODJFS and/or ODMH licensure or certification status (including temporary, provisional, or suspension) to SCCS within twenty-four (24) hours of the change. This reporting requirement applies to all negative status changes. If Provider fails to report such status changes, SCCS has the option to immediately terminate this Agreement.
  4. Provider will submit to SCCS its most recent Ohio Department of Job and Family Services, Ohio Department of Mental Health & Addiction Services, or Ohio Department of Developmental Disabilities (as applicable) non-compliance report/findings and details of any required corrective action upon request of SCCS.
  5. Provider agrees to advise the SCCS Placement & Permanency Planning Director of any provisional license issued to Provider by its licensing authority and/or any loss or suspension of licensure due to noncompliance with a licensing requirement.
  6. Foster Care Only: The parties understand and agree that Provider is to place children referred by SCCS only into licensed foster homes within Provider's own network. Provider agrees to repay SCCS for any funds lost a result of an audit finding against SCCS due to Provider placing a SCCS child into an unlicensed foster home.
  7. Home Study, Recertification, and Foster Parent License: The parties agree that SCCS will have access to foster parent home studies and re-certifications for foster parents caring for SCCS children, subject to confidentiality considerations. Provider will submit to SCCS a copy of the current foster home license.

#### IV. Critical Incidents

##### A. RESIDENTIAL FACILITIES

- i. Immediate Notice - Pursuant to OAC 5101:2-9-23 and SCCS policy/procedure, Provider will immediately notify SCCS by telephone at (330) 434-5437 upon the occurrence of any critical or unusual incident involving a child in SCCS custody placed in a residential facility. For purposes of this section, **"immediate notice" means no later than 60 minutes** after determination that a critical or unusual incident has occurred. "Critical or unusual incident" includes, but is not limited to, the following:
  1. Death of the child;
  2. Unauthorized removal of a child from the facility;
  3. The child is absent without leave (AWOL) and one of the following applies:
    - The child is 13 years of age or younger; OR
    - Regardless of age, the child has cognitive delays, medical concerns, significant mental health concerns resulting in psychotic episodes when not on medication, or has been identified as a risk to self or others.
- ii. Four Hour Notice - Provider will notify SCCS by telephone at (330) 434-5437 in accordance with the Non-Emergent Incident Reporting section below, no later than four (4) hours after determining that any of the following events have occurred:
  1. The child is AWOL and BOTH of the following apply:
    - a. The child is 14 years of age or older; AND
    - b. The child does not have cognitive delays, medical concerns, significant mental health concerns resulting in psychotic episodes when not on medication, and has not been identified as a risk to self or others.
  2. The child returns from being AWOL.
  3. The facility becomes uninhabitable for any reason;
  4. Any use of physical restraint or isolation;
  5. Non-routine medical treatment or any hospitalization;
  6. Expulsion or suspension from school;
  7. Any alleged delinquent or criminal activity of the child;
  8. Any situation in which the child is a victim of an alleged delinquent or criminal activity;
  9. The child self-mutilates or attempts suicide;
  10. Any involvement with law enforcement;
  11. Any incident of alleged abuse or neglect;
  12. The child is a victim or perpetrator of an assault resulting in an injury that requires professional medical attention;
  13. The child makes an explicit threat of inflicting imminent and serious physical harm or causing the death of himself or herself or one or more clearly identifiable potential victims; or
  14. The child's medication has changed.

- a. However, this provision does not apply to psychotropic medications, which require SCCS' pre-approval.
- iii. Twenty-Four Hour Notice – Pursuant to OAC 5101:2-9-23, Provider will notify SCCS by telephone at (330) 434-5437 within twenty-four (24) hours of determining that any major unusual incidents occurred involving a SCCS child placed in a residential facility, including, but not limited to, the following:
  - 1. Any violation of a rule that a residential facility or group home would be required to report to the Ohio Department of Job and Family Services pursuant to the requirements of the OAC;
  - 2. Services of the fire department are required; or
  - 3. Any other unusual incidents as listed on SCCS' Critical Incident Report (See Exhibit B) or by Provider's internal policies.
- iv. Documentation – Provider must document that the critical incident report was given to SCCS regarding the child.
- v. Children Not in the Custody of SCCS – Within four (4) business days of the serious injury or death of a child not in the custody of SCCS who is placed in a residential facility or foster home operated by Provider, Provider will notify SCCS of the serious injury or death. Any notification given to SCCS regarding a child not in the custody of SCCS will contain only non-identifying information.
- vi. Duty to Report – The administrator of a residential facility will ensure that any employee, college intern, or volunteer at the facility who knows or suspects any physical or mental abuse, sexual abuse, exploitation, neglect, or threatened abuse or neglect of a child by any person, including another resident of the facility, will immediately report the situation pursuant to section 2151.421 of the Revised Code, or cause it to be reported.

**B. FOSTER CARE**

- i. Immediate Notice - Pursuant to OAC 5101:2-7-14, Provider will immediately notify SCCS by telephone at (330) 434-5437 upon the occurrence of any critical or unusual incident involving a child in SCCS custody placed in a Provider foster home. For purposes of this section, "**immediate notice**" means **no later than 60 minutes** after the caregiver has determined that a critical or unusual incident has occurred. "Critical or unusual incident" includes, but is not limited to, the following:
  - 1. Death of the child;
  - 2. Serious injury or illness involving medical treatment of the child;
  - 3. Absent without leave (AWOL) and one of the following applies:
    - The child is 13 years of age or younger; OR
    - Regardless of age, the child has cognitive delays, medical concerns, significant mental health concerns resulting in psychotic episodes when not on medication, or has been identified as a risk to self or others.
  - 4. Removal of the foster child from the home by any person or agency other than SCCS or attempts at such removal;
  - 5. Any involvement of a foster child with law enforcement authorities.
- ii. Four (4) Hour Notice – Provider will notify SCCS by telephone at (330) 434-5437 within four (4) hours of determining that any of the critical or unusual incidents listed below has occurred involving a child in the custody of SCCS who is placed in a Provider foster home:
  - 1. The child is AWOL and BOTH of the following apply:
    - The child is 14 years of age or older; AND
    - The child does not have cognitive delays, medical concerns, significant mental health concerns resulting in psychotic episodes when not on medication, and has not been identified as a risk to self or others.
  - 2. The child returns from being AWOL.
  - 3. Non-routine medical treatment or any hospitalization of the foster child;
  - 4. Expulsion or suspension from school;
  - 5. Any alleged delinquent or criminal activity of the child;
  - 6. Any situation in which the child is a victim of an alleged delinquent or criminal activity;
  - 7. Suicide or self-mutilation attempts by the child;
  - 8. Any incident of alleged abuse or neglect of the child;
  - 9. The child is a victim or perpetrator of an assault resulting in an injury that requires professional medical attention;
  - 10. The child makes an explicit threat of inflicting imminent and serious physical harm or causing the death of himself or herself or one or more clearly identifiable potential victims; or
  - 11. The child's medication has changed
    - a. However, this provision does not apply to psychotropic medications, which require SCCS' pre-approval.
- iii. Twenty-Four (24) Hour Notice - Provider will notify SCCS by telephone at (330) 434-5437 within twenty-

four (24) hours (or by the end of the next business day) of determining that any major unusual incident involving a SCCS child placed in a Provider foster home has occurred, including, but not limited to, the following:

1. Any impending change in the marital status of the foster caregiver or in the household occupancy of the home;
  2. Any serious illness or death in the household other than that of the foster child;
  3. If the foster home becomes uninhabitable for any reason;
  4. Any violation of a rule that a foster home would be required to report to the Ohio Department of Job and Family Services pursuant to the requirements of the OAC;
  5. Any incident in which a SCCS placed child has been present in a home in which another child committed an act that would require a report to the Ohio Department of Job and Family Services, local PCSA, law enforcement authority, or other licensing authority even though the SCCS child was not a victim or participant in the act;
  6. Any charge of any criminal offense brought against the caregiver or any resident of his/her home. If the charges result in a conviction, Provider will notify SCCS within twenty-four hours of the conviction.
  7. Pursuant to section 5103.0319 of the Revised Code, Provider will also notify SCCS in writing within twenty-four hours if a resident of the foster caregiver's home who is at least twelve years of age, but less than eighteen years of age, has been convicted of or pleaded guilty to any of the offenses listed in appendix A to OAC 5101:2-7-14, or has been adjudicated to be a delinquent child for committing an act that if committed by an adult would have constituted such a violation. The notification is also required for any conviction or adjudication of delinquency resulting from a violation of an existing or former law of this state, any other state, or the United States that is substantially equivalent to any of the offenses listed in appendix A of OAC 5101:2-7-14.
  8. Provider will notify SCCS within twenty-four hours or the next working day when any fire requiring the services of a fire department occurs within the home.
- iv. Caregiver Moves: Provider will inform SCCS at least four weeks prior to a planned move of the foster caregiver.
- v. Type B Daycares: Provider will inform SCCS within thirty days in writing if the foster caregiver is certified to operate a type B family day care home.
- C. **WRITTEN NOTIFICATION REQUIRED** – Pursuant to SCCS policies/procedures, a typed critical incident report must be faxed to SCCS by the end of the next business day for any incident listed in the attached “Summit County Children Services Critical Incident Report”, which includes, but is not limited to, the instances listed above. Provider is required to submit such documentation either on the attached critical incident report form (see Exhibit B) or Provider's own form so long as Provider's form includes at a minimum all of the information listed on Exhibit B.
- D. **CHILD INTERVIEWS** – Provider and foster care givers are not authorized to give permission to law enforcement officials to interview any child/youth in SCCS custody. Provider will immediately refer all such requests to the SCCS Hotline (330-434-5437) and to the attention of the Department Director of Placement & Permanency Planning.

**V. Non-Emergent Incident Reporting** – SCCS maintains a 24-hour non-emergency incident reporting hotline at 330-434-5437. Incidents which DO NOT require an immediate response from SCCS staff (such as child restraints that do not result in injury, school suspension or expulsion, AWOL children age 14 or older who do not have special needs or medical concerns, and injuries not requiring emergent medical attention) can be left on the automated system. Providers will provide the following information on the automated system when reporting a non-emergent incident:

- A. Provider agency name;
- B. Reporter's name;
- C. Return phone number;
- D. First and last name of the child;
- E. Child's date of birth; and,
- F. A brief description of the incident, including the date and time it occurred.

This information will be forwarded to the assigned worker and supervisor. For all non-emergent incidents, Provider will forward a typed Incident Report via facsimile to the Department Director of Placement & Permanency Planning by the end of the next business day at (330) 379-1924.

## **VI. Use of Physical Restraint**

- A. Provider agrees that it is aware of and enforces all rules and regulations of the State of Ohio pertaining to the use of physical restraints on children in placement. Provider agrees that physical restraint of a

child will be utilized only by a child care staff person who has received specific training and annual review in acceptable methods of restraint. Provider will document such training in the employee's personnel record. Provider staff may use physical restraint only for reasons of self-protection, protection of the child from self-injurious behavior, and/or to protect another person from the child. Child care staff will use the least restrictive physical restraint necessary to control the situation.

- B. Provider agrees that its staff will comply with the provisions of OAC 5101:2-9-02, 5101:2-9-03, 5101:2-5-13, 5101:2-9-21 and 5101:2-9-22. Provider agrees that it will not permit the use of prone position restraint on any child in the custody of SCCS. "Prone restraint" is defined as "all items or measures used to limit or control the movement or normal functioning of any portion, or all, of an individual's body while the individual is in a face-down position for an extended period of time. Prone restraint includes physical or mechanical restraint." (OAC 5101:2-5-13). Provider agrees that any Provider staff member acting as a caregiver for children in the custody of SCCS will have attended Non-Violent Intervention Training either through the Crisis Prevention Institute, Inc. or its equivalent. Provider agrees that it will not permit the use of any physical restraint as punishment, for convenience of staff, or as a substitute for activities or treatment. In addition, Provider agrees that its staff will not utilize any physical restraint on any child in the custody of SCCS, unless all other de-escalation techniques have been attempted and proved unsuccessful. Moreover, Provider will notify SCCS by telephone at (330) 434-5437 no later than four (4) hours after restraint was applied to any child in SCCS custody. Pursuant to SCCS internal policies, following the use of any physical restraint, Provider will submit a written critical incident report to SCCS (via fax) by the end of the next business day. The written critical incident report will include: (1) the type of physical restraint utilized; (2) a list of the attempted, but unsuccessful, de-escalation techniques utilized prior to the use of physical restraint; and, (3) a detailed description of the specific danger presented by the child's behavior which justified use of that type of physical restraint.

## **VII. Runaway/AWOL**

- A. DEFINITION – When a child voluntarily absents himself/herself from the supervision of Provider, he/she is to be considered a runaway or absent without leave (AWOL).
- B. NOTIFICATION – It is the responsibility of Provider to notify all appropriate parties, including SCCS and law enforcement, when a child runs away. Provider will report such AWOL to law enforcement and ensure the child is entered into the National Crime Information Center and National Center for Missing and Exploited Children. Provider will adhere to the following guidelines for AWOL notifications to SCCS:
  - 1. Children age 13 & under/children with special needs: For any child who is age 13 or younger, or for any child who, regardless of age, has cognitive delays, medical concerns, significant mental health concerns resulting in psychotic episodes when not on medication, or has been identified as a risk to self or others, Provider will contact the SCCS hotline at 330-434-5437 immediately if the child is missing/AWOL. Provider will provide written notice to SCCS by the end of the next business day. It is also the responsibility of Provider to give verbal notice within one (1) hour and written notice within twenty-four (24) hours when the child is found or returned to Provider's physical custody. An email regarding a runaway child is not effective notification. In the event a child runs away, Provider will notify SCCS by telephone and must speak to an actual person; a voicemail message will not suffice.
  - 2. Children age 14 and older with no special needs: For any child who is age 14 or older and does NOT have cognitive delays, medical concerns, significant mental health concerns resulting in psychotic episodes when not on medication, and who have not been identified as a risk to self or others, Provider will contact the SCCS non-emergent incident reporting line at (330) 379-9601 within four (4) hours of discovering that the child is AWOL.
  - 3. For all AWOL children – Provider will report the following information about such AWOL incident to SCCS including, but not limited to, time and date law enforcement was contacted, specific law enforcement personnel contacted, why the child went AWOL, where the child went, what they experienced, and how long they were AWOL.
- C. COSTS OF TRANSPORTATION – When an AWOL child, who is still in the care of Provider, is found, Provider will be responsible for transporting and returning the child. Provider will be responsible for the transportation and any costs associated with such transportation.

## **VIII. Transportation**

- A. Routine Transportation Costs
  - 1. For all placement types, including residential, group, and foster care, Provider is responsible for all routine and customary transportation of the child and any cost associated with the transportation.

Routine and customary transportation includes, but is not limited to: court hearings, medical appointments, school, therapy, and recreational therapy. For group and foster care, routine and customary transportation will also include transportation to visitation at least once a week and on a case-by-case basis thereafter. In the event more frequent visits are scheduled, the additional visits will be scheduled at dates and times mutually agreed to between Provider and SCCS. For residential placements, transportation for weekly visitations will be determined on a case-by-case basis and upon mutual agreement of SCCS and the Provider.

2. For all placements, SCCS will endeavor to provide Provider with four (4) days prior notice of scheduled visitation.

B. Vehicle Safety

1. Insurance - Provider will maintain 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, on all autos, including hired and non-owned. Provider will also maintain uninsured and underinsured motorists coverage at full policy limits, with the fellow-employee exclusion deleted. Provider's staff members and foster caregivers will maintain driver's liability insurance that includes coverage for all passengers transported by Provider staff/foster caregivers.
2. License - Provider will require that all Provider staff members who are responsible for transporting SCCS clients notify the Provider of all moving traffic violations. Provider will ensure all of Provider's staff members and foster caregivers who transport SCCS children maintain current valid driver's licenses and safe driving records. In addition, Provider will research driving records for personnel and/or caregivers responsible for transporting children in the custody of SCCS on an annual basis. Provider will notify caregivers who do not possess a valid Ohio Driver's License, or who have accumulated six (6) or more penalty points on their Ohio Driver's License, that they are not to transport children in the custody of SCCS and must make other arrangements to provide transportation for the children. At such time that the caregiver's driver's license is reinstated and/or cleared of enough points to total less than six (6) points, the caregiver may transport children again.
3. Passenger Restraint and Maintenance Approvals - In accordance with OAC 5101:2-7-15 and 5101:2-9-32 and ORC 4511.81 and 4513.263, Provider will ensure that all vehicles owned or operated by Provider and/or Provider's staff members and caregivers have age-appropriate passenger restraints and all current vehicle maintenance approvals required by law.

IX. Case Management Contact Responsibilities (Foster Care Only) – Provider agrees to visit any child in SCCS custody as follows:

- A. Family Foster Home Care: Provider will ensure that case management visits take place at least monthly. One (1) such monthly visit will be a face to face contact in the home.
- B. Treatment Foster Care: Provider will assure that case management contacts will take place at least weekly. At least two (2) of these contacts per month will be face to face visits with the child and caregiver. At least one face-to-face contact each month will take place in the foster home.
- C. Multiple Face-to-Face Contacts: If the treatment needs of the child or current family situation require face-to-face contact with the child in excess of one (1) visit per month, Provider will complete all face-to-face contacts in excess of the first monthly visit in accordance with the requirements of OAC rules 5101:2-42-65 and 5101:2-48-17. Provider will timely complete an activity log documenting the face-to-face contact and forward the activity log to the attention of the assigned caseworker.
- D. Documentation: Provider will furnish to SCCS documentation of the visits (See Exhibit F: SCCS Reporting Guidelines for Home Visits). Contacts will be made and documented according to the requirements of OAC 5101:2-42-65. Documentation must include the child's name, date and time of contact, and the name of everyone present during the home visit. Contacts and documentation thereof will also address the child's safety and well-being within the care setting. In assessing the child's safety and well-being, Provider will assess and document the following through observation and information obtained during the contact/visit:
  1. The child's current behavior, emotional functioning, and current social functioning within the substitute care setting, and any other settings/activities in which he or she is involved.
  2. The child's current vulnerability. "Child vulnerability" means the degree to which a child can avoid or modify the impact of safety threats or risk concerns. (OAC 5101:2-1-01)
  3. The protective capacities of the child's caregiver(s). "Protective capacities" means family strengths or resources that reduce, control, or prevent threats of serious harm from arising or having an unsafe impact on a child. (OAC 5101:2-1-01)
  4. Any new information regarding the child, the substitute care setting, or the substitute caregiver's willingness or ability to care for the child, including, but not limited to:

- a. Changes in the marital status of the caregiver;
- b. Significant changes in the health status of a household member;
- c. Placement of additional children in the household;
- d. Birth of a child;
- e. Death of a child or household member;
- f. A criminal charge, conviction, or arrest of any household member;
- g. Addition or removal of temporary or permanent household members;
- h. Caregiver relocation;
- i. Child's daily activities;
- j. A change in the caregiver's employment or other financial hardships;
- k. Any supportive services needs for the child or caregiver to assure the child's safety and well-being;
- l. The child's progress toward any goals in the case plan as applicable from information obtained from the child and caregiver;
- m. Permanency planning in accordance with the goals on the child's case plan;
- n. After completing a walk-through of the substitute care setting (in foster care and group home, this includes the entire home) assessment of environmental conditions, noting in particular any safety/cleanliness concerns. Upon identifying such concerns, develop and submit to SCCS a corrective action, with follow-up reports and notice of completion.
- o. Although Provider accepts responsibility for conducting such visits, this does not negate the right and duty of SCCS to visit a child placed pursuant to this Agreement.

**X. Individual Service Plan** – Provider agrees that, upon placement or as soon as possible thereafter, Provider and SCCS will mutually develop and implement the child's Individual Service Plan. The service plan will include, but is not limited to, treatment/therapy objectives, educational planning (on or off site), family involvement, social/recreational activities, medical/psychiatric services, community service activities, monitoring and supporting community adjustments, and preparation for integration into a community-based school or vocational/job skills training program. SCCS will provide a copy of the child's case plan and education and health records to Provider at the time of the child's placement if the document exists at that time. In the case of a child's initial placement or emergency placement, SCCS will provide a copy of the child's case plan and education and health records within five (5) days of filing the case plan or an emergency change to the case plan with the Summit County Juvenile Court. If Provider does not receive such records within the five (5) days, it should contact the designated SCCS Resource Coordinator for assistance. Provider will participate in joint planning with SCCS regarding development, modification, and implementation of the child's case plan. Provider agrees that while Provider may have input into the development of the child's case plan, SCCS is the final authority. All disputes regarding services or placement will be resolved through a joint case conference. Provider will participate in joint planning with SCCS regarding modification to a child's Individual Service Plan.

**XI. Telephone Contact** – Provider will maintain telephone contact or direct contact with the SCCS caseworker of record regarding any concerns and/or the status/progress of each child in placement.

**XII. Telephone Access** – Provider will furnish SCCS with twenty-four (24) hour telephone access to the Provider's program and placement staff concerning children in placement.

**XIII. Quarterly Progress Reports** – Provider will submit to SCCS a quarterly progress report for non-emergency services and a bi-weekly progress report for emergency services (shelter care). The progress report will be based on the child's Individual Service Plan and will include the following information, all without limitation:

- 1. Diagnoses;
- 2. Documentation of services provided;
- 3. Frequency of services;
- 4. Specific dates of case management services;
- 5. Assessment/test scores;
- 6. An original copy of the child's Individual Education Plan (provided annually unless amended);
- 7. Report card (including grade level and high school credits achieved); and,
- 8. Updates on independent living goals pursuant to OAC 5101:2-42-19, if applicable.
- 9. Medical/Dental/Optical Reports

Failure to timely submit the progress report will result in a delay of payment, until such time that Provider comes into compliance.

**XIV. Discharge** – Provider will discharge every child within the parameters defined in the child's Case Plan and Individual Service Plan. Provider will comply with all requirements of discharge included in this Agreement. Provider will submit a discharge summary within ten (10) business days following discharge.

**XV. Discharge Summary** – The discharge summary will include, without limitation, a summary of treatment

goals/objectives, course of treatment, diagnoses, medications, recommendations for ongoing services, assessments, and scores.

**XVI.** Not-For-Profit – Not-for-profit Providers will submit a copy of Internal Revenue Service (IRS) Form 990. For each year included in the term of the agreement, Provider will submit to SCCS a copy of IRS Form 990 within 60 days of submitting the form to the IRS. For-profit Providers must submit a copy of the most recent IRS Form 1120 within thirty (30) days of the filing date required by the IRS.

**XVII.** Notice of Provider Case Conference Meetings – Provider agrees to notify the child's SCCS caseworker of record of Provider case conferences to be held at its behest at least seven (7) working days prior to the case conference. Attendance by the SCCS caseworker of record and/or SCCS supervisor, provider case manager, and/or representative will be required at the staffing at the discretion of SCCS.

**XVIII.** Change of Address of Foster Family – Provider agrees to notify the child's caseworker of record and the SCCS Resource Coordinator as to a foster family's change of address at least four (4) weeks prior to the planned move. In those circumstances where the foster family fails to inform Provider of the move in a timely manner, Provider agrees to notify the child's caseworker of record and Resource Coordinator within three (3) days after receiving notification of the move. Provider will enter record of the change of address into SACWIS within 3 business days of such actual change.

**XIX. CRITICAL INCIDENT REPORTS**

A. Where there is a critical incident reported by Provider to SCCS that involves injury to a child or intentional or negligent misconduct by Provider or Provider Staff, as part of the Further Action Required as part of the report, Provider must notify SCCS how such incident and/or conduct will be addressed to prevent future occurrences of such incidents. Provider will submit to SCCS a report of the findings and a plan of action, as necessary, to address the misconduct and or systemic issues found during Provider's investigation into the incident.

**XX. REGULATIONS AND FFPSA**

A. Provider will ensure it is compliant with all federal and Ohio laws and regulations as currently enacted or may be enacted during the term of this agreement. Specifically, Provider will ensure it is compliant with the following, which is not an exhaustive list:

B. Provider will ensure it is compliant with the Family First Prevention Services Act and any and all federal and Ohio laws and regulations that are enacted thereto. Provider will inform SCCS immediately in any instance where any of the deliverables/services provided herein cease to be "Reimbursable" under Title IV-E. This includes, but is not necessarily limited to, any services specific to any level of placement/care as referenced herein.

C. Provider will ensure it is compliant with any and all federal and Ohio rules and regulations relative to Qualified Residential Treatment Programs (QRTP) where Provider provides services of a Residential Treatment Program. Where Provider provides such services, but does not qualify as a QRTP for the purpose of "Title IV-E Reimbursability," Provider will immediately inform SCCS of such status.

D. Provider will ensure it complies with all federal and Ohio rules and regulations relative to the provision of Aftercare and as it relates to "Title IV-E Reimbursability."

E. Provider will comply with the provisions of OAC Chapter 5101:2-9-42 relative to QRTP as may be applicable to Provider. Specifically, Provider will provide Aftercare Support as required of a QRTP. Aftercare Support is distinguished from Aftercare Services. Aftercare support at a minimum includes developing a discharge plan for the child and family, referrals for aftercare, and six (6) months of contact with the family.

F. Provider shall work in cooperation and collaboration as part of the permanency team to determine the needs of the child and the short and long-term goals for the child, as specified in the permanency plan for the child.

**XXI. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that it is the intent of the parties that Provider, Provider's employees, independent agents, and contractors are independent contractors and are under the sole direction and control of Provider, and SCCS will make no contributions to the public employees retirement system for the deliverables/products/services provided herein. Provider will perform duties under this Agreement as an Independent Contractor, not a public employee or agent of SCCS and shall make no representations to the contrary. 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 deliverables/products/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, provisions 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 obligation hereunder. Provider agrees it is a "business entity" as defined by the Ohio Revised Code and Ohio Administrative Code and has five or more employees.

**XXII. UPDATED DOCUMENTATION**

Yearly:

- A. Provider shall provide to SCCS a copy of the most recent audit report along with a comprehensive copy of any Corrective Action reports, if applicable.
- B. Provider shall provide a copy of its current licensure and any applicable certificates relevant to the subject matter herein and as applicable to this Agreement to SCCS.
- C. Provider will provide copies of the background checks of Provider employees to SCCS upon request.
- D. Provider will furnish SCCS with updated copies of the proof of insurance coverages as required in the underlying Agreement, including monetary coverage values, effective dates, and including SCCS, Summit County, its agents, employees and Board of Trustees named as additional insureds under the General, Professional, and Umbrella Policies of Provider and as required in the underlying Agreement.
- E. Provider will adhere to all federal, state, and local laws and regulations applicable to the subject matter herein and applicable to this agreement as may be in effect currently or as may be revised/enacted during the term of this agreement.
- F. Provider will adhere to all policies/procedures of SCCS applicable to the subject matter herein and applicable to this agreement. SCCS has attached applicable policies/procedures to this document, but such are not exhaustive and SCCS policies/procedures are available to Provider upon request.
- G. Any reference to a Board of County Commissioners in the underlying Agreement includes the County of Summit Government and/or its Executive (Summit County does not have a Board of County Commissioners).

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# Additional Exhibits

In Addition to Exhibits I-IV, the following exhibits are attached hereto and incorporated herein to this Agreement by reference as if fully re-written:

- Exhibit A – Levels of Care Service Standards by Each Service Area
- Exhibit B – Summit County Children Services Critical Incident Report
- Exhibit C – SCCS MEPA Policy/Procedure and Standards of Conduct
- Exhibit D – Invoice Format
- Exhibit E – \*Reserved\*
- Exhibit F – SCCS Reporting Guidelines for Home Visits
- Exhibit G – SCCS Medication History Form
- Exhibit H – SCCS Request to Administer Psychotropic Medication Form
- Exhibit I – SCCS Psychotropic Medication Procedure
- Exhibit J – SCCS Caregiver Reasonable and Prudent Parent Standard Policy and Procedure
- Exhibit K – Sample Independent Living Plan
- Additional SCCS Policies and Procedures as attached

See Signed Agreement for All Addenda, Attachments, and Exhibits.

Exhibit A: Levels of Care Service Standards by Each Service Area (7 pages)

	level 1	level 2	level 3	level 4	level 5	level 6
Service Area	Family Foster Care	Treatment 2 Foster Care	Treatment 3 Foster Care	Therapeutic Foster Care/Residential Treatment	Residential Treatment	Residential Treatment/Intensive Level
<b>1. Level of Care Scores</b>	<p>Child has no behaviors that exclude him/her from Level 1</p> <p>Child has no more than 6 points on the Level of Care Index.</p>	<p>Child has no behaviors or conditions that exclude him/her from Level 2.</p> <p>Child has Level 2 behaviors or conditions, or child has between 7 and 10 points on Level of Care Index.</p>	<p>Child has no behaviors or conditions that exclude him/her from Level 3.</p> <p>Child has Level 3 behaviors or conditions, or child has between 11 and 14 points on Level of Care Index.</p>	<p>Child has no behaviors or conditions that exclude him/her from Level 4.</p> <p>Child has Level 4 behaviors or conditions, or child has between 15 and 19 points on Level of Care Index.</p>	<p>Child has no behaviors or conditions that exclude him/her from Level 5.</p> <p>Child has Level 5 behaviors or conditions, or child has between 20 and 24 points on Level of Care Index.</p>	<p>Child has Level 6 behaviors or conditions or child has more than 24 points on Level of Care Index.</p>
<b>2. Behavior Needs</b>	<p>Child needs basic parenting and supervision.</p> <p>Child may have some behavioral issues.</p>	<p>Child may have serious behavioral problems.</p> <p>Child is likely to be moderately difficult to manage.</p>	<p>Child may be older than 15 or physically large.</p> <p>Child may have behaviors make him/her very difficult to manage.</p> <p>Child may be manageable in a foster setting, but may require group setting due to attachment disorder and/or age.</p>	<p>Child may require 24-hour awake supervision, or passive hardware that notifies house/foster parents when child attempts to leave home setting.</p> <p>Child may require group setting due to attachment disorder and/or age.</p> <p>Child's behavior may not be manageable in a home setting.</p> <p>Child requires behavior management interventions as part of the milieu and significant structure in all activities, including recreation.</p>	<p>Child requires 24-hour awake supervision due to unmanageable, possible aggressive behaviors.</p> <p>Child may not have responded well to earlier placements and is in need of constant supervision.</p> <p>Child requires behavior management interventions as part of the milieu, and significant structure in all activities, including recreation.</p> <p>Child requires a highly therapeutic environment.</p>	<p>Child needs immediate intensive intervention and stabilization.</p> <p>Child requires 24-hour awake supervision due to acute unmanageable, aggressive, or self-harming behaviors.</p> <p>Child is at imminent risk of placement in inpatient treatment setting, or is stepping down from inpatient setting.</p>

	<b>level 1</b>	<b>level 2</b>	<b>level 3</b>	<b>level 4</b>	<b>level 5</b>	<b>level 6</b>
<b>Service Area</b>	<b>Family Foster Care</b>	<b>Treatment 2 Foster Care</b>	<b>Treatment 3 Foster Care</b>	<b>Therapeutic Foster Care/Residential Treatment</b>	<b>Residential Treatment</b>	<b>Residential Treatment/ Intensive Level</b>
<b>3. Health &amp; Developmental Needs</b>	Child may have some health or developmental problems	Child may have serious health problems.  Child may have serious develop-mental problems.	Child may have serious health problems requiring special care considerations.  Child may have serious develop-mental problems requiring special care considerations.	Child may have serious health problems requiring special care considerations.  Child may have serious develop-mental problems requiring special care considerations.	Child may have serious health problems requiring special care considerations.  Child may have serious develop-mental problems requiring special care considerations.	Child may have serious health problems requiring special care considerations.  Child may have serious develop-mental problems requiring special care considerations.
<b>4. Educational Needs</b>	Child may be pre-school age.  Child attends regular schools but may be in special education classes.	Child may be pre-school age, but may need early intervention services.  Child attends regular school, but may be in special education classes.	Child may be pre-school age, but may need early intervention services.  Child likely to be in special education classes.  Child may need day treatment.	Child is likely to be in special education classes.  Child may need day treatment.	Child likely to need on-campus school with day treatment.	Child will need on-campus school with day treatment.
<b>5. Caregiver Skills</b>	Foster caregiver should have parenting skills.  Foster caregiver should be able to take care of the child's basic health care needs, parental visitation, and schooling needs.  Foster caregiver should teach child tasks required for life in the community as appropriate.	Foster caregiver should have all of the skills of Level 1, plus:  Foster caregiver should be able to manage child with behavior or developmental issues.  Foster caregiver should be active participant in therapeutic process.  Foster caregiver should have knowledge of mental health issues.	Foster caregiver should have all skills of Level 2, plus:  Foster caregiver/direct care staff should have necessary skills and supervision to develop and carry out daily behavior management plans as appropriate.  Group care program should teach child tasks and skills required for life in the community as appropriate.	Foster caregiver should have all skills of Level 3, plus:  Programs should have appropriate staff to administer, monitor and evaluate psychotropic medications.  Staff should have in depth understanding of substance abuse issues and interventions where applicable.  Staff need to be able to develop and carry out highly structured behavior management plans.  Program should have capacity for therapeutic time-outs.	Group care program should have all skills of Level 4, plus:  Program should operate or have formal relationship with a day treatment program.	Group care program should have all skills of Level 5, plus:  Program should provide highly structured interventions around the restoration of daily living and social skills are provided 3 to 5 hours/day.

	<b>level 1</b>	<b>level 2</b>	<b>level 3</b>	<b>level 4</b>	<b>level 5</b>	<b>level 6</b>
<b>Service Area</b>	<b>Family Foster Care</b>	<b>Treatment 2 Foster Care</b>	<b>Treatment 3 Foster Care</b>	<b>Therapeutic Foster Care/Residential Treatment</b>	<b>Residential Treatment</b>	<b>Residential Treatment/ Intensive Level</b>
<b>6. Caregiving Support</b>	Respite support available on an as needed basis.	Foster caregivers should be encouraged to take 24 hours of respite per child per month.	Foster caregivers should be encouraged to take 24 hours of respite per child per month.  One-on-one supervision may be needed during crisis.	Foster caregivers should be encouraged to take 24 hours of respite per child per month.  Children in group care facilities are monitored 24/7.  One-on-one supervision may be needed during crisis.	Children are monitored 24/7.  One-on-one supervision may be needed on an intermittent basis.	Children are monitored 24/7.  One-on-one supervision may be required on a daily basis.
<b>7. Training &amp; Experience Child Care Staff</b>	Caregivers should have experience working with or raising children.  Foster caregivers must complete ODJFS pre-service training module.  Foster caregivers must complete minimum of 20 hours of training annually.  Additional specialized training may be required to understand and manage medical needs or chronic health problems.	Caregivers should have experience working with or raising children.  Foster caregivers must complete ODJFS pre-service training module.  Foster caregivers must complete minimum of 60 hours of training every two years.  Additional specialized training may be required to understand and manage medical needs or chronic health problems.  Foster caregivers must complete minimum of 60 hours of training every two years.  Additional specialized training may be required to understand and manage medical needs or chronic health problems.	Caregivers should have experience working with or raising children.  Foster caregivers must complete ODJFS pre-service training module.  Foster caregivers must complete 60 hours of training every two years.  Additional specialized training may be required to understand and manage medical needs or chronic health problems.  Direct care staff and foster caregivers should have at least 2 years experience working with children with similar needs.  Direct care staff and foster caregivers should know how to implement a behavior management plan.	Caregivers should have experience working with or raising children.  Foster caregivers must complete ODJFS pre-service training module.  Foster caregivers must complete 60 hours of training every two years.  Additional specialized training may be required to understand and manage medical needs or chronic health and/or mental health problems.  Direct care staff and foster caregivers should have at least 2 years experience working with children with similar needs.  Direct care staff and foster caregivers should know how to implement a behavior management plan.	Direct care staff should have at least 2 years experience working with children with similar needs.  Direct care staff should know how to implement a behavior management plan.  Direct care staff must be trained in crisis intervention techniques.  Direct care staff may require highly specialized knowledge and skills to treat distinct populations.	Direct care staff should have at least 5 years experience working with children with similar needs.  Direct care staff should know how to implement a behavior management plan.  Direct care staff must be trained in crisis intervention techniques.  Direct care staff may require highly specialized knowledge and skills to treat distinct populations.

	<b>level 1</b>	<b>level 2</b>	<b>level 3</b>	<b>level 4</b>	<b>level 5</b>	<b>level 6</b>
<b>Service Area</b>	<b>Family Foster Care</b>	<b>Treatment 2 Foster Care</b>	<b>Treatment 3 Foster Care</b>	<b>Therapeutic Foster Care/Residential Treatment</b>	<b>Residential Treatment</b>	<b>Residential Treatment/ Intensive Level</b>
<b>8. Training and Experience Professional Staff</b>	Staff should have a bachelor's degree in social work or related field, and should be supervised by individuals with a master's degree in social work or related field.	Staff should have a bachelor's degree in social work or related field, and should be supervised by individuals with a master's degree in social work or related field.	Staff should have a bachelor's degree in social work or related field, and should be supervised by individuals with a master's degree in social work or related field.	Staff should have a bachelor's degree in social work or related field, and should be supervised by individuals with a master's degree in social work or related field.	Staff should have a bachelor's degree in social work or related field, and should be supervised by individuals with a master's degree in social work or related field.	Staff should have a bachelor's degree in social work or related field, and should be supervised by individuals with a master's degree in social work or related field.
<b>9. Setting</b>	Approved Kinship home  Foster home basic.  Semi-Independent Living	Approved Kinship home  Foster home basic.  Semi-Independent Living	Foster home Treatment 3.  Group home or semi-Independent Living.	Therapeutic foster home.  Group home or residential setting.	Residential treatment setting or therapeutic group home setting.	Intensive crisis stabilization.

	<b>level 1</b>	<b>level 2</b>	<b>level 3</b>	<b>level 4</b>	<b>level 5</b>	<b>level 6</b>
<b>Service Area</b>	<b>Family Foster Care</b>	<b>Treatment 2 Foster Care</b>	<b>Treatment 3 Foster Care</b>	<b>Therapeutic Foster Care/Residential Treatment</b>	<b>Residential Treatment</b>	<b>Residential Treatment/Intensive Level</b>
<b>10. Clinical Supports</b>	Available as needed.	<p>Child should have access to regular counseling as appropriate.</p> <p>Caregivers should have twice monthly visits from caseworkers to assist in behavior management or care issues.</p> <p>Clinical staff must be available for monthly supervision.</p>	<p>Child should have structured intervention monthly.</p> <p>Caregiver should have at least weekly visits from network agency to assist in behavior management or care issues.</p> <p>Clinical staff should be available for monthly supervision of caregiver.</p>	<p>Child should have regular structured therapy as appropriate.</p> <p>Structured assistance should be provided to the child daily to strengthen social skills and skills for daily living.</p> <p>Clinic consultation with foster caregiver/direct care staff should occur at least twice weekly.</p>	<p>Child should have a minimum of 6-8 sessions per month of structured individual, group or family therapy.</p> <p>Structured assistance should be provided to the child daily to strengthen social skills and skills for daily living.</p> <p>Clinical consultation with direct care staff should occur at least twice weekly.</p> <p>Daily substance abuse services may be required.</p> <p>Children may not have responded to earlier therapeutic interventions and may need intensive treatment.</p>	<p>Daily substance abuse services may be required.</p> <p>Therapeutic interventions provided daily to address mental health issues, to improve daily living skills and social skills.</p> <p>Clinical staff must be available on a daily basis for structured interventions, consultation, and crisis intervention.</p>
<b>11. Crisis Support</b>	Available 24/7 as needed.	Available 24/7 as needed.	Available 24/7 as needed.	<p>Professional staff on call 24/7.</p> <p>Face-to-face contact should be available within 2 hours of a call.</p>	<p>Professional staff on call 24/7.</p> <p>Face-to-face contact should be available within 2 hours of a call.</p>	<p>Professional staff on call 24/7.</p> <p>Face-to-face contact should be available within 2 hours of a call.</p>

	<b>level 1</b>	<b>level 2</b>	<b>level 3</b>	<b>level 4</b>	<b>level 5</b>	<b>level 6</b>
<b>Service Area</b>	<b>Family Foster Care</b>	<b>Treatment 2 Foster Care</b>	<b>Treatment 3 Foster Care</b>	<b>Therapeutic Foster Care/Residential Treatment</b>	<b>Residential Treatment</b>	<b>Residential Treatment/ Intensive Level</b>
<b>12. Other Support</b>	<p>Other in-home services available as needed for short-term interventions.</p> <p>Payment supplement available for children with acute, debilitating diseases or conditions requiring special care considerations.</p> <p>Transportation per child's case plan.</p>	<p>Other in-home services available as needed for short-term interventions.</p> <p>Transportation to family visits identified in case plan within county or contiguous counties should be provided.</p> <p>Tutoring should be available as needed.</p>	<p>Other in-home services available as needed for short-term interventions.</p> <p>Transportation to family visits identified in case plan within county or contiguous counties should be provided.</p> <p>Transportation to medical and therapeutic visits should be provided.</p>	<p>Transportation to family visits identified in case plan within county or contiguous counties should be provided.</p> <p>Transportation to medical and therapeutic visits should be provided.</p>	<p>Transportation to family visits identified in case plan within county or contiguous counties should be provided.</p> <p>Transportation to medical and therapeutic visits should be provided.</p>	<p>Transportation to family visits identified in case plan within county or contiguous counties should be provided.</p> <p>Transportation to medical and therapeutic visits should be provided.</p>
<b>13. Case Management</b>	<p>At least monthly face-to-face visit with child in the foster home by Case Manager.</p>	<p>Twice monthly face-to-face visits with child by Case Manager, at least one of which is in the foster home.</p> <p>Assigned provider staff and foster parents available to attend court hearings, SARs, placement preservation/ Disruption staffings.</p>	<p>Weekly face-to-face visits with child by Case Manager.</p> <p>Assigned provider staff and foster parents available to attend court hearings, SARs, placement preservation/ Disruption staffings.</p>	<p>Weekly face-to-face visits with child by Case Manager.</p> <p>Assigned provider staff and foster parents available to attend court hearings, SARs, placement preservation/ Disruption staffings.</p>	<p>Weekly face-to-face visits with child by Case Manager.</p> <p>Assigned provider staff available to attend court hearings, SARs, placement preservation/ Disruption staffings.</p>	<p>Weekly face-to-face visits with child by Case Manager.</p> <p>Assigned provider staff should be available to attend court hearings and SARs.</p>



	<b>level 1</b>	<b>level 2</b>	<b>level 3</b>	<b>level 4</b>	<b>level 5</b>	<b>level 6</b>
<b>Service Area</b>	<b>Family Foster Care</b>	<b>Treatment 2 Foster Care</b>	<b>Treatment 3 Foster Care</b>	<b>Therapeutic Foster Care/Residential Treatment</b>	<b>Residential Treatment</b>	<b>Residential Treatment/ Intensive Level</b>
<b>14. Caregiver Ratio</b>	<p>No more than 5 foster children and no more than 10 children total in the home.</p> <p>If foster parent has less than 2 years experience, limit is 3 foster children.</p> <p>Not more than 2 children under age 2, not more than 4 children under age 5, except sibling groups including children of caregiver.</p>	<p>Not more than 2 foster children without approval of custodial agency.</p>	<p>In foster home setting, not more than 2 foster children without approval from PCSA.</p> <p>In group setting, a ration of 1:10 direct care staff to children and 1:20 professional staff to children during awake hours.</p>	<p>In foster home setting, not more than 1 foster child without approval from PCSA.</p> <p>In group setting, a ration of 1:10 direct care staff to children and 1:20 professional staff to children during awake hours.</p>	<p>A ratio of 1:8 direct care staff to children during awake hours.</p> <p>A ratio of 1:15 professional staff to children during awake hours.</p> <p>A ratio of 1:15 child care staff to children during asleep hours.</p>	<p>A ratio of 1:5 direct care staff to children during awake hours.</p> <p>A ratio of 1:10 professional staff to children during awake hours.</p> <p>A ratio of 1:15 child care staff to children during asleep hours.</p> <p>Day treatment staff to student ratio should not exceed 1:3.</p>
<b>15. Caregiver License</b>	<p>Approved kinship home.</p> <p>Foster caregivers licensed by ODJFS.</p>	<p>Approved kinship home.</p> <p>Foster caregivers licensed by ODJFS.</p>	<p>Approved kinship home.</p> <p>Foster caregivers licensed by ODJFS.</p> <p>Group home licensed according to OAC 5101-2-9.</p>	<p>Foster caregivers licensed by ODJFS.</p> <p>Group home/homes or children's residential centers licensed according to OAC 5101-2-9.</p>	<p>Group homes or children's residential centers licensed according to OAC 5101-2-9.</p>	<p>Group homes or children's residential centers licensed according to OAC 5101-2-9.</p>

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Exhibit B: Summit County Children Services Critical Incident Report (2 pages)



## Paid Outside Service Provider (POSP) CRITICAL INCIDENT REPORT

<b>Name of Youth Involved</b>	<b>D.O.B.</b>	<b>Provider Name</b>
<b>Incident Occurred: (Date &amp; Time am/pm)</b>	<b>Discovered: (Date &amp; Time am/pm)</b>	<b>Reported By: (Name)</b>
<b>LOCATION:</b> <input type="checkbox"/> Provider Facility <input type="checkbox"/> Foster Home (specify) <input type="checkbox"/> Other (specify)		<b>NOTIFIED: (ORG/Person's Name, Date &amp; Time am/pm)</b> <input type="checkbox"/> SCCS Person <input type="checkbox"/> 911/Law Enforcement

In accordance with OAC 101:2-9, SCCS Internal Policies, and the SCCS Placement Services Agreement (please refer to the Agreement for full information), relative to children placed by SCCS, a typed Critical Incident Report must be filed in the situation including, but not limited to, the following [check all that apply]:

SCCS must be notified by a call to the Hotline at (330) 434-5437 within four (4) hours of the incident AND a typed Critical Incident Report must be sent via fax to the Director of Placement & Permanency Planning by the end of the next business day. **Fax (330) 379-1924.**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Abuse (Alleged/Suspected)<br><input type="checkbox"/> Alcohol/Drug Use<br><input type="checkbox"/> Assault<br><input type="checkbox"/> Auto Accident<br><input type="checkbox"/> AWOL<br><input type="checkbox"/> Behavior Dangerous to Self or Others<br><input type="checkbox"/> Criminal Activity Alleged<br><input type="checkbox"/> Delinquent Activity Alleged<br><input type="checkbox"/> Death<br><input type="checkbox"/> Detention Center Admission<br><input type="checkbox"/> Emergency Room Visit<br><input type="checkbox"/> Contagious/Infectious Disease Exposure<br><input type="checkbox"/> Emergency Removal From Placement<br><input type="checkbox"/> Expulsion From School<br><input type="checkbox"/> Fighting | <input type="checkbox"/> Fire or Natural Disaster in Foster Home<br><input type="checkbox"/> Hospitalization<br><input type="checkbox"/> Illness (Serious)<br><input type="checkbox"/> Injury<br><input type="checkbox"/> Medication Error<br><input type="checkbox"/> Medical Problem/Non-Routine Medical Treatment<br><input type="checkbox"/> Neglect (Alleged/Suspected)<br><input type="checkbox"/> Poison Control<br><input type="checkbox"/> Property Damage/Destruction<br><input type="checkbox"/> Psychiatric Admission<br><input type="checkbox"/> Self Mutilation Attempt<br><input type="checkbox"/> Serious Illness or Death in Foster Home<br><input type="checkbox"/> Sexual Activity Alleged<br><input type="checkbox"/> Stalking | <input type="checkbox"/> Suicide Attempt<br><input type="checkbox"/> Suspension From School<br><input type="checkbox"/> Theft<br><input type="checkbox"/> Threat of Inflicting Serious Physical Harm or Death to Identifiable Victim<br><input type="checkbox"/> Use of Physical Restraint<br><input type="checkbox"/> Use of Seclusion/Isolation<br><input type="checkbox"/> Use of Weapon<br><input type="checkbox"/> Vandalism<br><input type="checkbox"/> Unsafe Environment<br><input type="checkbox"/> Unsanitary Environment<br><input type="checkbox"/> Use of Anti-choking Procedure<br><input type="checkbox"/> Other (explain): |
|--|--|--|

VICTIM	Name	Age	ALLEGED OFFENDER	Name	Age
<input type="checkbox"/> Client <input type="checkbox"/> Adult	_____	_____	<input type="checkbox"/> Client <input type="checkbox"/> Adult	_____	_____
<input type="checkbox"/> Child	_____	_____	<input type="checkbox"/> Child	_____	_____
<input type="checkbox"/> Agency Visitor	_____	_____	<input type="checkbox"/> Agency Visitor	_____	_____
<input type="checkbox"/> Substitute Caregiver	_____	_____	<input type="checkbox"/> Substitute Caregiver	_____	_____
<input type="checkbox"/> *SCCS Employee	_____	_____	<input type="checkbox"/> SCCS Employee	_____	_____
<input type="checkbox"/> Other	_____	_____	<input type="checkbox"/> Other	_____	_____

**DESCRIPTION OF INCIDENT:** Describe in specific, accurate terms the events you witnessed or in which you were involved. If restraint was used, describe efforts used to process the circumstances with the child. Note any concerns regarding subsequent use of restraint. Describe other immediate actions taken including disciplinary action. *(Additional space on back)*

Describe nature, extent of any injuries and/or property damage:

- Injury to Child \_\_\_\_\_
- Injury to Staff \_\_\_\_\_
- Property Damage \_\_\_\_\_

**Physical Restraint: (Type Utilized, # of Times & Duration)**

- Checked for injury. Results \_\_\_\_\_
- Checked for injury. Results \_\_\_\_\_
- Checked for injury. Results \_\_\_\_\_

If the incident involved physical restraint, check off all that apply.

- Explained to child why he/she was being restrained       Reviewed current medications prescribed to child. Results \_\_\_\_\_  
 Explained behavior required to avoid further restraint       Reviewed log and file for contraindications. Results \_\_\_\_\_

**PRECIPITATING EVENTS:** Describe child's behavior and interventions leading up to, during and immediately following the incident.  
*(Additional space on back)*

**PREVIOUSLY IDENTIFIED PROBLEM:** If the problem was previously identified, what safety precautions were already in place to address the problem?

**FURTHER ACTION REQUIRED:** *(If Any) (Additional space on back)*

**Provider Supervisory Review Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DESCRIPTION OF INCIDENT:** *(Continued from first page)*

**PRECIPITATING EVENTS:** *(Continued from first page)*

**FURTHER ACTION REQUIRED:** *(Continued from first page)*

**TO BE COMPLETED BY SCCS: Supervisory Action and Follow-up Activities:** *(If required)*

**Supervisor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

cc: Case Record

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**Multi-Ethnic Placement Act (MEPA), Nondiscrimination Requirements, Individualized Child Assessment, and Home Study Procedures**

**SUMMIT COUNTY CHILDREN SERVICES**

<p><b>ORC:</b> 5101:24</p> <p><b>OAC:</b> 5101:2-42-18.1; 5101:2-48-13; 5101:2-33-11; 5101:2-5-13</p> <p><b>USC:</b> 42 USC 622; 671;674; 1996; 2000</p> <p><b>CFR:</b> N/A</p>	<p><b>ORIGINAL:</b> 4/2/18</p> <p><b>REVISIONS:</b> N/A</p> <p><b>RELATED FORM(S):</b> JFS Forms 01611, 01688, 01607, 01608, 01689</p> <p><b>RELATED PROCEDURE/POLICY(IES):</b> MEPA Standards of Conduct</p>
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- |   |   |
|---|---|
| <input type="checkbox"/> Administrative         | <input type="checkbox"/> Legal  |
| <input type="checkbox"/> Fiscal                 | <input type="checkbox"/> Safety & Security                            |
| <input type="checkbox"/> Human Resources        | <input checked="" type="checkbox"/> Social Services - All Departments |
| <input type="checkbox"/> Information Technology | <input type="checkbox"/> Social Services - Foster & Adoption          |

All Staff       Bargaining Unit       Non-Bargaining       Management

**POLICY:**

Summit County Children Services (SCCS) adheres to the Nondiscrimination Requirements for Foster Care and Adoptive Placements and the Multi-Ethnic Placement Act (MEPA) Standards of Conduct in order to prevent the use of Race, Color, National Origin (RCNO) as a basis to deny any person the opportunity to become an adoptive or foster parent as well as to prevent the consideration of the RCNO of a child being placed with either foster parent(s) or adoptive parent(s) unless necessary based on the needs of the child.

**PROCEDURE:**

**Nondiscrimination Requirements**

The Nondiscrimination requirements for Foster Care and Adoptive Placements as described in the Ohio Department of Job and Family Services (JFS) 01611, and MEPA Standards of Conduct are considered a part of this procedure. The Nondiscrimination Requirements for Foster Care and Adoptive Placements delineate permissible and prohibited acts under MEPA. The MEPA Standards of Conduct include SCCS

enforcement requirements and corrective action plan to be used whenever a SCCS employee or contractor/provider violates MEPA. SCCS will not intimidate, threaten, coerce, or in any way discriminate or retaliate against any person who has filed an oral or written complaint, testified, assisted, or participated in any manner in the investigation of an alleged violation of MEPA and Title VI.

The Executive Director shall appoint a MEPA Monitor. This employee cannot be a Caseworker, Supervisor, or Civil Rights Coordinator. The MEPA Monitor's responsibilities include:

1. Review and monitor any foster care placement decision when RCNO is used as one factor in a child's placement decision
2. Review and monitor any adoption placement decision when RCNO is used as one factor in a child's placement decision

### **Individualized Child Assessment Procedures**

If a child makes a statement expressing a preference for placement wherein RCNO is mentioned, or if a medical or psychological evaluation, school record or other material documented in the file, including statements made by the child to a Caseworker, indicate that there may be compelling reasons to consider the needs the child may have regarding RCNO in the placement process, the agency shall determine if the child should be referred for an assessment of whether the child has individual needs regarding RCNO.

If the Caseworker learns from a third party source (such as the child's foster parent, treatment provider, or other entity) that a child has made statements expressing a preference for placement based upon RCNO, the Caseworker shall have direct communication with the child about the child's preferences and document the information in SACWIS.

The Caseworker shall promptly conference with his/her Supervisor and the MEPA Monitor about the child's needs regarding RCNO. Within ten (10) days of the worker's conference with his/her Supervisor and the MEPA Monitor, either because of a child's preference or because of the social worker's assessment, that RCNO may be a factor in the child's placement decision, the Caseworker shall complete section I of the JFS 01688 and submit the JFS 01688 and all relevant medical or psychological evaluations, school records, or other material documented in the file to the Caseworker's Supervisor and the MEPA Monitor and submit a memo to his/her Supervisor, Department Director, and the Deputy Executive Director, Social Services, describing the child's age, custody status, placement, mental and physical health status, and what information is prompting a determination of whether the child has individual needs regarding RCNO.

Within ten (10) days of the receipt of Form 01688 and any supporting documents, the Supervisor and MEPA Monitor shall review and meet if requested by either the Supervisor or the MEPA Monitor. If both the Supervisor and the MEPA monitor determine that the documented material contained in the case file indicates there may

be compelling reasons to consider the needs the child may have regarding RCNO in the placement process, the child shall be referred within ten days of the signature of the Caseworker for an individual child assessment. In the event the Supervisor and MEPA Monitor agree there may be compelling reasons to consider RCNO as one factor in the placement of the child in question, the Supervisor and MEPA Monitor shall date and sign Form 01688 where indicated in Section I and shall, within ten (10) days of the Caseworker's signature of Form 01688, refer the child to one of the following licensed professionals identified by the Caseworker/Supervisor for an independent child assessment and recommendation on this issue:

1. A licensed psychiatrist
2. A licensed clinical psychologist
3. A licensed independent social worker
4. A licensed professional clinical counselor

The licensed professional conducting the assessment must not be employed by SCCS but may be a licensed professional with whom the child has a professional relationship. As a part of the referral process, the licensed professional shall be sent the following:

1. Form 01688
2. Form 01607
3. MEPA Educational Materials,
4. Form 01608 Licensed Professional Statement,
5. Form 01611 Non-Discrimination Requirements for Foster Care and Adoptive Placements,
6. Applicable Ohio Administrative Code rules for nondiscrimination requirements in the placement process (OAC 5101:2-42-18.1. OAC 5101:2-48-13. OAC 5101:2-48-16)
7. All relevant documentation that supports the consideration of RCNO as a factor in the placement decision.

No licensed professional may complete an assessment until the agency has provided Form 01607 MEPA Educational Materials, Form 01611 Nondiscrimination Requirements for Foster Care and Adoptive Placements and applicable Ohio Administrative Code rules.

The agency will request the licensed professional in writing to:

1. Determine whether the child has needs involving RCNO and any other needs of a psychological or behavior nature and
2. Specify what those needs are and how those needs may impact a potential substitute care placement;
3. Complete and sign section II of the original JFS 01688 and return it within sixty days to the Agency with a copy of the requested assessment attached.
4. After completing the assessment of the child and within 60 (sixty) days of receiving said forms, the licensed professional shall complete Section II of Form 01688 and return the form, her/his assessment and

recommendation and Form 01608 to the Agency, c/o the MEPA Monitor.

Within seven (7) days of receiving a completed Form 01688 from the licensed professional, the Caseworker, Supervisor and MEPA Monitor shall meet to discuss the licensed professional's assessment and recommendation. In the event SCCS concurs with the assessment and recommendation, they shall on the day of their meeting complete Section III of Form 01688.

In the event SCCS disagrees with the licensed professional's assessment and recommendation, the Caseworker, Supervisor, and MEPA Monitor shall prepare and sign a statement, within one (1) day, stating the rationale(s) for rejecting the licensed professional's recommendation and signed statement shall be attached to Form 01688.

If the Supervisor and MEPA Monitor have different recommendations regarding whether or not to accept the recommendations of the licensed professional, the case will be staffed with the appropriate Department Director within Social Services and a member of the Legal Department.

The MEPA Monitor shall arrange for a copy of the completed Form 01688, the assessment and recommendation of the licensed professional and the completed Form 01608 to be sent within 10 days of receipt by certified mail, return receipt requested, to the Ohio Department of Job and Family Services, Bureau of Family Services, P.O. Box 182709, Columbus, Ohio 43218-2709. The return receipt shall be addressed to the MEPA Monitor, and once received by the MEPA Monitor, shall be placed in the child's case record and maintained as a business record.

The completed Form 01688 is effective for twelve (12) months from the date of final decision. If it has been determined that RCNO should be a factor in the child's placement, an updated JFS Form 01688 and assessment shall be completed prior to the twelve month expiration date. The MEPA monitor will email worker and Supervisor with the effective date of the completed Form 01688 and the one-year expiration.

The MEPA Monitor shall maintain a log with dates for each child with a Form 01688. Ninety (90) days prior to the expiration date, the MEPA Monitor will email the Caseworker and Supervisor who will begin initiating an updated Form 01688 assessment process as described above, to allow for approved renewal before the twelve (12) months expires.

If it has been determined that RCNO should not be a factor considered in the child's placement, an updated JFS Form 01688 and assessment is not required prior to the twelve (12) month expiration date.

The match coordinator shall present the Form 01688 as part of the placement decision making process in which the child is considered for a match with a prospective adoptive family.

The match coordinator will document on the Form 01689 how race, color and/or national origin impacted the placement decision and submit the Form 01689 to ODJFS within ten (10) days of an adoptive placement.

## **Home studies Referencing the Racial Composition of a Neighborhood**

This procedure also outlines steps which shall be taken in instances where an agency discovers information contained within a home study, either from SCCS or one that has been received from another agency, which references the racial or ethnic composition of the neighborhood, the demographics of the neighborhood and/or the presence or lack

of presence of a significant number of persons of a particular race, color, or national origin in the neighborhood.

Placement and Permanency Planning (PPP) Supervisors will review all foster and adoptive home studies. When a home study contains an assessment prohibited by OAC rules 5101:2-48-13 and 5101:2-42-18.1, such as a description of the racial composition of the neighborhood, the PPP Supervisor shall:

1. Consult with the Department Director, Placement and Permanency Planning and the MEPA Monitor with respect to all home studies that contain language referencing the racial composition of the neighborhood.
2. The MEPA Monitor shall place a MEPA alert on the section of the home study which references the racial composition of the neighborhood, indicating the language contained in the home study is prohibited by MEPA and that the section will not be considered in the placement decision-making process.
3. The MEPA Monitor shall return a copy of the home study containing the MEPA alert to the agency which originally completed and or submitted the home study, indicating that the section referencing the racial composition of the neighborhood will not be considered in the placement decision-making process; and,
4. The MEPA Monitor shall forward a copy of the home study and notice that was sent to the offending agency to the Ohio Department of Job and Family Services' Child Welfare Policy Section-Team 2. The information shall be forwarded to the following address:

P. O. Box 182709  
Columbus, Ohio 43218-2709



**SUMMIT COUNTY CHILDREN SERVICES  
STANDARDS OF CONDUCT:  
Employee and Contractor/Provider Compliance with  
MEPA and Title VI of the Civil Rights Act of 1964  
Effective March 3, 2005. Last Revised March 16, 2018**

Summit County Children Services has established the following Standards of Conduct with regard to the performance of employees and contractors/providers related to compliance with the MEPA and the Civil Rights Act of 1964, (Title VI), as they apply to the foster care and adoption process. These Standards of Conduct prohibit policies, procedures or actions, which serve to:

- Deny any person the opportunity to become a foster caregiver or an adoptive parent on the basis of race, color or national origin of that person, or of the child involved; or
- Delay or deny any placement of a child in foster care or for adoption on the basis of the race, color or national origin of the foster caregiver(s), of the adoptive parent(s) or of the child involved.

SCCS shall provide a copy of these Standards of Conduct to each employee or contractor/provider who is:

- Engaged in the placement of children into foster care or for adoption, or
- Engaged in the recruitment, assessment, approval, or selection of foster or adoptive families.

Current employees and contractors/providers shall receive a copy of the written Standards of Conduct effective March 3, 2005. If these Standards of Conduct are revised, employees and contractors/providers shall receive a copy of the revised Standards of Conduct within 30 days of the completion of any revisions. New employees or contractors/providers shall receive a copy of the written Standards of Conduct within thirty days of their hire date or the effective date of their contract. SCCS and contractors/providers shall ensure that these Standards of Conduct are provided to their employees and subcontractors.

**Permissible Actions:**

MEPA and Title VI permit the following actions as they apply to the foster care or adoption process:

1. Asking about and honoring any initial or subsequent choices made by prospective foster or adoptive parents regarding what race, color, or national origin of child the prospective foster or adoptive parents will accept.
2. Honoring the decision of a child twelve years of age or older to not consent to an adoption unless the court finds that the adoption is in the best interest of the child and the child's consent is not required.
3. Providing information and resources about fostering or adopting a child of another race, color or national origin to prospective foster or adoptive parents who request such information and making known to all families that such information and resources are available.

4. Considering the request of a birth parent(s) to place the child with a relative or non-relative identified by name.

5. Considering the race, color or national origin of the child as a possible factor in the placement decision when compelling reasons serve to justify that race, color or national origin need to be a factor in the placement decision pursuant to 5101:2-48-13 and 5101:2-42-18.1 of the Ohio Administrative Code. These rules permit consideration of race, color or national origin if an Individualized Child Assessment (JFS 01688) completed pursuant to these rules indicates the child has needs related to race, color or national origin that should be taken into account when placing the child. Even when the facts of a particular case allow consideration related to race, color, or national origin, this consideration shall not be the sole determining factor in the placement decision.

6. Promoting cultural awareness, including awareness of cultural and physical needs that may arise in the care of children of different races, ethnicities, and national origins, as part of the training which is required of all applicants who seek to become foster or adoptive caregivers.

**Required Actions:**

Verbal comments shall be documented verbatim, or any other indication made by a prospective foster or adoptive family member living in the household or any other person living in the household reflecting a negative perspective regarding the race, color or national origin of a child for whom the prospective foster or adoptive family has expressed an interest in fostering or adopting shall be documented and described in detail.

a) The documentation shall indicate whether those comments were made before or after completion of the cultural diversity training that is required for all foster and adoptive applicants.

b) The documentation shall be included in the family's home study, update, or an addendum to the home study or update prior to consideration of placement.

**Prohibited Actions:**

MEPA and Title VI prohibit the following actions as they apply to the foster care or adoption process:

1. Using the race, color or national origin (RCNO) of a prospective foster or adoptive parent to differentiate between placements for a child unless documentation in the case record indicates a compelling reason to consider the child may have individualized needs regarding RCNO and a JFS 1688 individualized assessment finds compelling reasons to consider RCNO as a placement factor.

2. Honoring the request of a birth parent(s) to place a child with prospective foster or adoptive parent(s) of a specific race, color or national origin, unless the birth parent(s) identifies a relative or non-relative by name and that person is found to meet all relevant state child protection standards and the agency determines that the placement is in the best interests of the child.

3. Requiring a prospective foster or adoptive family to prepare or accept a transracial adoption plan.

4. Using "culture" or "ethnicity" as a proxy for race, color or national origin.

5. Delaying or denying placement of a child based upon the following:

- a) The geographical location of the neighborhood of the prospective foster or adoptive family whenever geography is being used as a proxy for the racial composition of the neighborhood,
- b) The demographics of the neighborhood,
- c) The presence or lack of presence of a significant number of people of a particular race, color, or national origin in the neighborhood.

6. Requiring extra scrutiny, additional training, or greater cultural awareness of individuals who are prospective foster or adoptive parents of children of a different race, color or national origin than required of other prospective foster or adoptive parents.

7. Relying upon general or stereotypical assumptions about the needs of children of a particular race, color or national origin.

8. Relying upon general or stereotypical assumptions about the ability of prospective foster or adoptive parents of a particular race, color or national origin to care for or nurture the sense of identity of a child of another race, color, or national origin.

9. "Steering" prospective foster or adoptive parents away from parenting a child of another race, color, or national origin. "Steering" is any activity that attempts to discourage prospective foster or adoptive parents from parenting a child of a particular race, color or national origin.

10. Requiring an employee to justify a proposed placement for the reason that the RCNO of the child is different from that of the family whom the employee is proposing as the child's foster caregiver of adoptive placement.

**Prohibition on Retaliation:**

SCCS employees and contractors/providers may not intimidate, threaten, coerce, discriminate against or otherwise retaliate against any individual who makes a complaint, testifies, assists or participates in any manner in an investigation related to alleged discrimination on the basis of race, color or national origin in the foster care or adoption process.

**Additional Information:**

Employees or contractors/providers who desire more information about MEPA and Title VI as related to the adoption and foster care process may contact:

- Jessica Miller, SCCS MEPA Monitor  
(330) 379- 2026

**Complaints in the Adoption or Foster Care Process Involving Race, Color or National Origin (See Attached):**

Individuals who wish to file a complaint must complete the "Discrimination Complaint Form" (JFS 02333). This complaint may be filed with any of the following:

- Summit County Children Services  
Attn: Civil Rights Coordinator  
Legal Department  
264 South Arlington  
Akron Ohio 44306
- Ohio Department of Job and Family Services  
Bureau of Civil Rights  
30 E. Broad Street, 30<sup>th</sup> floor  
Columbus, OH 43215-3414
- U.S. Department of Health & Human Services  
Office of the Chief Counsel, Region V  
233 North Michigan Avenue, Suite 700  
Chicago, Illinois 60601
- Any other public or private Ohio foster care or adoption agency

**When any complaint alleging discrimination involving race, color or national origin in the foster care or adoption process is received by SCCS, SCCS shall forward the complaint to ODJFS within three business days of date of receipt of the complaint.**

**Enforcement Requirements:**

These standards of conduct include enforcement requirements to be used whenever an agency employee or contractor/provider engages in discriminatory acts, policies, or practices involving race, color, or national origin in the foster care or adoption process as determined by the Bureau of Civil Rights of ODJFS upon completion of the investigation conducted pursuant to rule 5101:2-33-03 of the Administrative Code.

For **SCCS employees**, these enforcement requirements are applied in accordance with applicable employment law and union contracts.

For **contractors/providers** performing foster care or adoption services on behalf of SCCS, these enforcement requirements shall include discipline in accordance with the contractor's/provider's personnel policy and may include contract termination. Enforcement requirements for contractor/provider subcontractors shall include corrective action in accordance with the contractor/provider's contract with the subcontractor and may include contract termination.

**Corrective Action Plan:**

SCCS shall provide for the submission of a corrective action plan whenever an investigation conducted by ODJFS, pursuant to rule 5101:2-33-03 of the Administrative Code, results in a finding that an agency employee or contractor/provider engaged in discriminatory acts, policies, or practices. If the finding involves a discriminatory act, policy or practice by a contractor/provider or subcontractor, SCCS shall develop the corrective action plan in collaboration with the contractor/provider or in collaboration with the contractor/provider and subcontractor.

The corrective action plan shall:

- Address how SCCS will prevent future violations by that employee or contractor/provider or subcontractor, and

- Be submitted to ODJFS within thirty days of notification of the findings of the investigation.

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Exhibit D: Invoice Format (1 page)

TO: Summit County Children Services, ATTN: FISCAL, 264 S. Arlington St., Akron, OH 44306

Invoice Date: \_\_\_\_\_

Payee Name  
Remittance Address  
Remittance Address  
City, State, Zip Code

Contact Name  
Telephone #  
FAX #  
Fed. Tax I.D. #

For SCCS Use Only

**BILLING FOR PLACEMENT SERVICES PROVIDED ON BEHALF OF:**

Name of Child: \_\_\_\_\_ Child's Date of Birth: \_\_\_\_\_

Child's SACWIS #: \_\_\_\_\_

Admission Date: \_\_\_\_\_ Discharge Date: \_\_\_\_\_

Level of Care: \_\_\_\_\_ Provider #: \_\_\_\_\_

Billing Period From: \_\_\_\_\_ Through: \_\_\_\_\_

Number of Days Billed: \_\_\_\_\_

(TO CALCULATE: PRESS CONTROL A, THEN PRESS F9)

Maintenance Per Diem: \_\_\_\_\_

Administration Per Diem: \_\_\_\_\_

Case Management Per Diem: \_\_\_\_\_

Transportation Per Diem: \_\_\_\_\_

Other Direct Services Per Diem (e.g., special diets, clothing, insurance): \_\_\_\_\_

Behavioral Health Care Per Diem: \_\_\_\_\_

Other Costs Per Diem (any other costs the Agency has agreed to participate in): \_\_\_\_\_

Please explain other costs in detail: \_\_\_\_\_

**TOTAL PER DIEM:** \$ 0.00

**TOTAL AMOUNT DUE:** \$ 0.00

Overnight(s) out of placement, Leave Dates, Types\*, and Location: \_\_\_\_\_

**Signature of Agency Director** – The Executive Director of the private agency or his/her designee must sign and date the invoice attesting that the invoice is true, correct, and accurate to the best of his/her knowledge.

Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Officer Name and Title: \_\_\_\_\_

Leave Types: (i.e. AWOL, Camp, Detention, Hospital Admission, Respite, Parental/Relative/Non-relative Visit, Pre-Placement Visit, Trial Home Visit, etc.)

## REPORTING GUIDELINES FOR HOME VISITS

The following areas must be reviewed/assessed at each visit of a Summit County Children Services placed child:

- \_\_\_ 1. Assess the child's safety and well-being within the foster care setting.  
Consider the following:
  - \_\_\_ a. The child's current behavior, emotional function, and current social functioning
  - \_\_\_ b. The child's current vulnerability.
  - \_\_\_ c. The protective capacities of the child's caregiver(s).
  - \_\_\_ d. Any new information regarding the child, foster care setting, or substitute caregiver's willingness or ability to care for the child including, but not limited to:
    - i. Changes in marital status;
    - ii. Significant changes in the health status of a household member;
    - iii. Placement of additional children;
    - iv. Birth of a child;
    - v. Death of a child or household member;
    - vi. A criminal charge, conviction, or arrest of any household member;
    - vii. Addition or removal of temporary or permanent household members;
    - viii. Family's relocation;
    - ix. Child's daily activities;
    - x. A change in the caregiver's employment or other financial hardships;
    - xi. Walk through the entire home and confirm that the home environment is observed and assessed for safety;
    - xii. A plan to address any concerns noted regarding the safety/cleanliness of the home;
    - xiii. Recent hair care maintenance;
    - xiv. Assessment of clothing needs.
  - \_\_\_ e. Any supportive service needs for the child or caregiver to assure the child's safety and well-being.
- \_\_\_ 2. The child's progress toward any goals in the case plan as applicable from information obtained from the child and caregiver.
- \_\_\_ 3. Permanency planning in accordance with the goals on the child's case plan.

**NOTE:** A standard statement in all monthly reports will include the date, time, and location of each visit and a statement that indicates any change, both positive and negative, in the above mentioned areas. This would be documented by the statement: ***"According to Rule 5101:2-42-65, Caseworker Visits and Contact with Children in Substitute Care, Section D requirements for visitations, there have been no changes in the areas needed for assessment except for the following:"*** Examples could include statements like: "The child's vulnerability seems to be reduced because of greater confidence in her own abilities and self-esteem" or "The foster father's diabetes has significantly improved. The foster mother is continuing to monitor phone calls to the foster child that could be coming from the step-father who is not supposed to have contact with her."

\* The statement in bold italics is to be part of every monthly report.

**ANY CONCERNS MUST BE GIVEN TO SCCS PLACEMENT MANAGER**





Exhibit H: SCCS Request to Administer Psychotropic Medication Form (1 page)



264 S. Arlington Street - Akron, Ohio 44306-1354

Department Director, Protective Specialized Services  
 Phone: 330.379.2111  
 Fax: 330.379.1891

**PSYCHOTROPIC/OPIOID MEDICATION ADMINISTRATION REQUEST**

NOTE: Please submit information on side effects and drug interactions with this request. Please also list all current psychotropic/opioid medications even if there are no changes and mark continue

(Please type or print CLEARLY)

CHILD'S INFORMATION:				
Child's Name:	DOB:	Age:	List any allergies to medications:	Gender:
				<input type="checkbox"/> Male <input type="checkbox"/> Female

PRESCRIBING PHYSICIAN INFORMATION:			
Name	Practice/Facility Name		
Address	City	State	Zip
Phone Number	Fax Number		

PLACEMENT/SUBSTITUTE CAREGIVER INFORMATION:			
Placement: (Foster, Residential, etc.)	Placement/Caregiver's Name:		
Address	City	State	Zip
Phone Number	Fax Number		

RX INFORMATION				
Name of Rx:	Dosage-Frequency	Maximum dose allowable	(Check as applicable)	Rationale-Indications for use:
1.			<input type="checkbox"/> Begin <input type="checkbox"/> Other <input type="checkbox"/> Continue <input type="checkbox"/> Increase <input type="checkbox"/> Discontinue <input type="checkbox"/> Decrease	
2.			<input type="checkbox"/> Begin <input type="checkbox"/> Other <input type="checkbox"/> Continue <input type="checkbox"/> Increase <input type="checkbox"/> Discontinue <input type="checkbox"/> Decrease	
3.			<input type="checkbox"/> Begin <input type="checkbox"/> Other <input type="checkbox"/> Continue <input type="checkbox"/> Increase <input type="checkbox"/> Discontinue <input type="checkbox"/> Decrease	
4.			<input type="checkbox"/> Begin <input type="checkbox"/> Other <input type="checkbox"/> Continue <input type="checkbox"/> Increase <input type="checkbox"/> Discontinue <input type="checkbox"/> Decrease	
5.			<input type="checkbox"/> Begin <input type="checkbox"/> Other <input type="checkbox"/> Continue <input type="checkbox"/> Increase <input type="checkbox"/> Discontinue <input type="checkbox"/> Decrease	

List other supportive measures being taken:

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Pursuant to O.R.C. 3313.713 – "Administration of Prescribed Medication in School," while at school, can the child be dispensed this medication based on the policy adopted by the school's Board of Education?  Yes  No

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Signature of Prescribing Physician \_\_\_\_\_

Date \_\_\_\_\_

Signature of SCCS Protective Specialized Services Department Director \_\_\_\_\_

Date \_\_\_\_\_

**\*\*\*PLEASE FAX THIS COMPLETED DOCUMENT TO 330.379.1891\*\*\***



**Psychotropic and Opioid Medication for Children in Substitute Care**

**SUMMIT COUNTY CHILDREN SERVICES**

<p><b>ORC:</b> 3313.713</p> <p><b>OAC:</b> 5101:2-5-13(A)(29); 5101:2-38-08; 5101:2-42</p> <p><b>USC:</b> N/A</p> <p><b>CFR:</b> N/A</p>	<p><b>ORIGINAL:</b> 4/3/2014</p> <p><b>REVISIONS:</b> 3/26/18; 8/24/20; 12/29/20</p> <p><b>RELATED FORM(S):</b> Psychotropic Medication Administration Request; Medical and Dental Care for Children in SCCS Custody</p> <p><b>RELATED PROCEDURE/POLICY(IES):</b> Health Care for Children in Substitute Care</p>
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- Administrative
- Fiscal
- Human Resources
- Information Technology
- Legal
- Safety & Security
- Social Services - All Departments
- Social Services - Foster & Adoption

All Staff     Bargaining Unit     Non-Bargaining     Management

**POLICY:**

Summit County Children Services (SCCS) monitors the appropriate use of psychotropic and opioid medication for children in substitute care. SCCS reviews, authorizes, and documents the use of psychotropic and opioid medication for children in agency custody. Psychotropic and opioid medications require a written prescription from a medical professional licensed to prescribe medication.

**PROCEDURE:**

**A. Psychotropic Medications**

Psychotropic medications are defined as medications used to treat mental health conditions and affect the mind, emotions, and behaviors. Psychotropic medication should be prescribed only when absolutely necessary and must be part of a treatment plan that includes both psychopharmacological and psychosocial interventions.

All children must receive a diagnostic assessment or psychological / psychiatric evaluation inclusive of a trauma screening and a diagnosis indicating the need for medication prior to medication being started. The assigned caseworker will ensure that any child who is administered psychotropic medication concurrently receives behavior therapy or other mental health therapies on the basis of his/her needs. Decisions regarding psychotropic medication for children in custody are made in partnership with the parent / legal guardian whenever possible.

The assigned caseworker is expected to accompany the child for the initial psychiatric appointment whenever possible and should ensure that the risks and benefits of psychotropic medication are explained to age appropriate children (twelve and over). Children are encouraged to ask questions and discuss any concerns that they may have regarding medication use. Unless safety threats exist, caseworkers invite parents to be present at the child's medical appointments to share information, discuss concerns and ask questions related to the recommended medication. The assigned caseworker will gather information regarding any family history of heart disease and will share such information with the Department Director, Social Service Programs\* before Attention Deficit Hyperactivity Disorder (ADHD) medication is authorized.

When the need for psychotropic medication is identified, medical professionals complete the SCCS Psychotropic Medication Administration Request form and submit it to the Department Director, Protective Specialized Services\* for review and authorization prior to the child being administered medication. All requests are reviewed within the same business day.

Prescribing guidelines established by Minds Matter - The Ohio Psychotropic Medication Quality Improvement Collaborative, are followed. Consultation with the prescribing medical professional and/or an agency contracted child and adolescent psychiatrist will occur when a request for medication is outside of the established guidelines.

The child is referred to a second medical professional for a medication review and recommendation any time the Department Director, Protective Specialized Services\* disagrees with the recommendation of the prescribing medical professional and the concern has not been resolved through consultation.

Any changes or new prescriptions for psychotropic medication are entered into SACWIS.

#### **B. Psychotropic Medication Prescribed During a Psychiatric Emergency or Inpatient Psychiatric Care**

A psychiatric emergency exists when a child needs to be treated by emergency health care providers for symptoms or behaviors that are causing or might cause a danger to self or others.

Requests to administer medications during a psychiatric emergency or an inpatient admission during regular work hours require authorization by the Department Director, Protective Specialized Services!. Requests received after hours are handled by the on call designee. In both situations, it is imperative that the treating provider be made aware of all medications the child is currently receiving. Any changes or new medications are entered into SACWIS by the designee granting approval.

#### **C. Opioid Medications**

Prescription opioids are powerful pain-reducing medications. Opioids should be prescribed only when deemed necessary to treat a health condition and require notification to the Department Director, Protective Specialized Services\* when used to treat a chronic or non-emergent condition. Any changes or new prescriptions for opioid medication are entered into SACWIS.



Opioids utilized for emergency medical care are reviewed and approved at the time medical consent is provided and are entered into SACWIS by the designee approving the medical treatment.

#### **D. Children Admitted to Substitute Care Already Receiving Psychotropic or Opioid Medications**

When a child enters SCCS custody and is already receiving psychotropic or opioid medications, the assigned caseworker provides a memo to the Department Director, Protective Specialized Services\* listing each medication the child is receiving, the current dosage, prescriber and reason for the medication. A copy of the memo is placed in the child's file. Preliminary approval to continue medication without interruption is granted if the medications are within prescribing guidelines.

The Department Director, Protective Specialized Services\* will contact the prescriber with any questions or concerns. Upon approval, the medications are entered into SACWIS .

The assigned caseworker will strive to maintain continuity of care for the child by scheduling ongoing treatment with the prescriber unless there are geographic constraints or the child is placed in residential treatment. In such cases the caseworker ensures that information is shared regarding past treatment.

#### **E. Medication Monitoring**

Although the assigned caseworker and supervisor are responsible for ensuring continued monitoring of psychotropic and opioid medication, such monitoring must be approached from a team perspective which includes communication with the prescribing medical professional, caregiver, parent/guardian and other involved professionals.

Monthly contacts with child and caregiver include discussion of the effects of the medication, reduction in target behaviors, possible side effects, etc. The caregiver and caseworker will contact the prescriber with any immediate concerns. Parents are kept informed by the assigned caseworker of any medication changes and its effect on the child.

The assigned caseworker contacts the prescriber prior to completion of the JFS 01443, "Child's Health and Education Information" to request a current medication list including dosages and the child's diagnosis. The caseworker will contact the Department Director, Protective Specialized Services\* if the medication list does not match medications documented in SACWIS. The caseworker reviews the child's treatment, progress and any side effects including any changes in weight, behavior and cognitive functioning. Medication monitoring is ongoing in accordance with the child's treatment needs.

Minimally, the Department Director, Protective Specialized Services\* reviews all psychotropic and opioid medications prescribed to children in agency custody on an annual basis and seeks clarification/consultation as needed.

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<sup>1</sup> \*In the absence of the Department Director, Protective Specialized Services, please contact another Department Director in the Social Services Division or the Deputy Executive Director, Social Services.

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**Normalcy/Caregiver Reasonable and Prudent Parent Standard**

**SUMMIT COUNTY CHILDREN SERVICES**

<p><b>ORC:</b> 2151.315; 5103.162</p> <p><b>OAC:</b> NA</p> <p><b>USC:</b> NA</p> <p><b>CFR:</b> NA</p>	<p><b>ORIGINAL:</b> 9/2016</p> <p><b>REVISIONS:</b> 10/6/17; 2/11/20</p> <p><b>RELATED FORM(S):</b> NA</p> <p><b>RELATED PROCEDURE/POLICY(IES):</b> NA</p>
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| <p><input type="checkbox"/> Administrative</p> <p><input type="checkbox"/> Fiscal</p> <p><input type="checkbox"/> Human Resources</p> <p><input type="checkbox"/> Information Technology</p> | <p><input type="checkbox"/> Legal</p> <p><input type="checkbox"/> Safety &amp; Security</p> <p><input checked="" type="checkbox"/> Social Services - All Departments</p> <p><input checked="" type="checkbox"/> Social Services - Foster &amp; Adoption</p> |
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All Staff       Bargaining Unit       Non-Bargaining       Management

**POLICY:**

Summit County Children Services (SCCS) believes that all children benefit from participation in age appropriate social, educational and enrichment experiences that promote well-being. SCCS further recognizes that involvement in these programs helps children to build relationships, develop skills, and prepare for adulthood. SCCS values birth parents' involvement with their children while in foster care and strives to be sensitive to their input.

**PROCEDURE:**

Caregivers are responsible for making decisions for the children in their homes as they relate to normal, everyday activities. Caregivers should use caution and verify that the decisions made do not violate any safety plans, court orders, case plan objectives or agency policy. Caregivers should consider the following Normalcy and the Reasonable Prudent Standard factors and questions when making decisions regarding a child's participation or lack thereof in an activity:

**1. Child's age, maturity and developmental level:**

- a. Does the child function at a level typical of same age peers?

*Example: Even though a child is old enough to view a PG-13 movie, could the*

*content trigger behavioral issues or strong emotional responses for the child?*

**2. Potential risk factors:**

- a. What are the potential risks of the activity?
- b. What are the safety factors?
- c. What is the supervision level? Is it direct or indirect?

*Example: What is the difference in risk difference of allowing a child to ride with a friend to school vs. riding with a friend to a late-night concert?*

**3. Best interest of the child:**

- a. Is the activity something that the child wants to do and is interested in doing?
- b. How will the child be impacted if he does or does not participate?

**4. Emotional and developmental growth:**

- a. Does the activity help build the child's self-esteem and develop the social skills he/she needs?

**5. Family-like living experience:**

- a. Is the activity typical of same-age peers?
- b. Is it an activity you would allow your birth/adopted child to do?

**7. Child's behavioral history:**

- a. How does the child behave toward other children and adults?
- b. Is the child typically able to follow house and school rules?
- c. Does the youth have a history of breaking the law?
- d. Does the activity provide more or less structure than what the child is accustomed to?
- e. Would additional supervision or involvement from you allow your child to benefit and participate in this activity?

Caregivers should always contact the child's caseworker and/or the foster home coordinator assigned to the foster home to discuss any requests for a child to participate in an unusual activity (an activity that is not routine for the majority of families and children). Caregivers should communicate concerns and seek guidance in a planful and timely manner. In the event the caregiver and SCCS disagree over the youth participating in an activity, SCCS makes the ultimate decision.

Pursuant to Ohio, a caregiver is immune from liability if they used a reasonable and prudent parent standard to authorize participation in an activity.

## SCCS Caregiver Activity Related Guideline

<p>Spend the night at a friend's home. Have a friend over to spend the night.</p>	<p>Caregivers must know the friend's family and have a conversation with the other parent before approving overnights.</p> <p>If concerns, caregiver and assigned worker can discuss the child's behavior and appropriateness to spend the night with a friend or have a friend over to spend the night.</p>
<p>Unsupervised time in the community with friends</p>	<p>Caregiver should review the child's Individual Child Care agreement and discuss unsupervised time with the caseworker.</p>
<p>Date</p>	<p>Restrictions related to unsupervised time in the community and transportation will apply.</p>
<p>Own a cell phone</p>	<p>Not recommended for children under 13. Caregivers are encouraged to not allow child to have a cell phone after bedtime.</p>
<p>Have social media accounts</p>	<p>Social media sites are prohibited for children in care under the age of 13. Youth in care age 13 or older may request the use of social media sites but will not be permitted to post identifying information. The use of social media should be monitored by their substitute caregiver.</p>
<p>Get a job or internship</p>	<p>Work experience and internships are encouraged for age-appropriate youth.</p>
<p>Open and maintain a bank account</p>	<p>Youth in care have the right to "his or her own money and personal property" as age appropriate.</p>
<p>Participate in extracurricular activities such as school dances, field trips, sports, community and cultural events</p>	<p>Caregivers must encourage and support each child in Agency custody to participate in community school, and recreational and cultural heritage experience as appropriate to the age and functioning level of the children. Caregivers shall arrange appropriate transportation.</p>
<p>Permission slips, enrollments, and other forms, requiring guardian signature</p>	<p>Caregivers may sign standard permission slips for school field trips and activities, enrollment forms for Early Intervention and Head Start, and daycare enrollment forms. Caregivers are not permitted to sign permission slips or any forms which have releases of liability or indemnity in the language.</p>
<p>Participate in religious activities</p>	<p>Youth in care have the right to enjoy freedom of religion. Meals must conform to religious dietary restrictions. A caregiver must permit a child in the custody of SCCs to practice the chosen religious faith of the child or his parents unless it is not in their best interests. No religious procedure can take place without the approval of the birth family, nor can medical treatment be secured if it conflicts with religious tenets or practices.</p>
<p>Ride in a car with a friend who has a license. Ride in a car with an adult, such as a friend's parent.</p>	<p>Any person transporting a child in the custody of the agency in a motor vehicle must have a valid driver's license and must carry liability insurance. The vehicle must be in a safe condition according to state laws and rules regarding use of seat belts/car seats apply. Caregivers are expected to consider the Normalcy and Reasonable Prudent Parent Standard when making</p>

	transportation decisions for children in custody.
Ride the city bus	Caregivers will encourage and support children 16 years of age or older to participate in an independent living program or teach independent living skills to them.
Obtain driver's license	Youth in custody may not drive or obtain a license while in the custody of SCCS. Exceptions considered on a case-by-case basis.
Ride motorized vehicles such as motorcycles and ATV's.	Children in the custody of SCCS may not be transported by motorcycles or other similar types of vehicles.  Caregivers may allow youth in custody to ride dirt bikes and ATV's on a recreational basis provided the Normalcy and Reasonable Prudent Parent Standard are utilized. Caregivers must ensure youth are riding motorized vehicles in accordance with the recommended age requirements and guidelines. Youth must have a helmet, successfully complete a safety course and there is adult supervision.
Participate in activities with weapons such as hunting and target shooting	SCCS requires that all weapons be stored in an inoperable condition in a locked area inaccessible to children.  Caregivers may allow youth in custody to participate in supervised activities involving weapons provided the Normalcy and Reasonable Prudent Parent Standard are utilized. Such activities could include but are not limited to archery and paintball in the context of camp or Scout Programs. Hunting may be permitted on a case-by-case basis with agency and parental approval, proof of successful completion of a hunter safety course and adult supervision.
Temporarily alter appearance (haircut, hair dye) Permanently alter appearance (tattoo, piercings).	Birth family is advised during family team meetings that haircuts, hair dye, tattoos and piercing are not permitted without their permission.
Be responsible for prescribed medication or over-the-counter medication.	Caregivers must administer prescription drugs to children in the custody of the agency for whom the medication was prescribed according to the physician instructions. Children including teenagers may not take medication without adult supervision.
Have picture appear in media such as newspaper or website.	Children in the temporary custody of SCCS are not permitted to appear in any media site without the permission of the agency.



Exhibit K: Independent Living Plan (4 pages)

INDEPENDENT LIVING PLAN SUMMARY	
YOUTH INFORMATION	
Youth Name: [REDACTED]	DOB/Age: [REDACTED]
Plan Developed Date: [REDACTED]	Plan Status: Active
Youth is currently receiving IL Services/Training: Yes	
Date Referred/Emancipated: [REDACTED]	Anticipated Emancipation Date:
ASSESSMENT INFORMATION	
IL Skills Assessment Completed: Yes	Date Assessment Completed: [REDACTED]
Assessment Tool Used: Casey Life Skills	
Input was received from the Youth when completing: Yes	
Input was received from the Youth's Case Manager when completing: Yes	
Name of Case Manager: [REDACTED]	
Input was received from the Youth's Substitute Caregiver when completing: Yes	
Name of Substitute Caregiver: [REDACTED]	
PLAN INFORMATION	
Input was received from the Youth when completing: Yes	
Input was received from the Youth's Case Manager when completing: Yes	
Name of Case Manager: [REDACTED]	
Input was received from the Significant Other(s) in the Youth's life: N/A	
Input was received from the Youth's Substitute Caregiver when completing: Yes	
Name of Substitute Caregiver: [REDACTED]	
CURRENT PLAN GOALS	
Goal: Academic Support	Goal Effective Date: [REDACTED]
Services: Academic counseling Summit County Children Services (330) 379-1880	
Comments (Action Steps, etc): [REDACTED] will work the educational program at his current school placement. [REDACTED] needs to focus on his education and work on progressing towards getting high school diploma or be enrolled in alternative school program that gives [REDACTED] the best opportunity to complete his educational goals. [REDACTED] will attend school as scheduled and complete all of his assignments	
Goal: Budget and Financial Management	Goal Effective Date: [REDACTED]
Services: Financial Assistance - IL Summit County Children Services (330) 379-1880	

## INDEPENDENT LIVING PLAN SUMMARY

**Comments (Action Steps, etc):** [REDACTED] will learn basic money management skills. [REDACTED] will understand the importance of using credit responsibly and how his financial decisions will impact his credit history. [REDACTED] will learn to make transactions in the store and be able to count the correct change. [REDACTED] will learn what is on a basic budget and how to prioritize the items in a budget. [REDACTED] will learn these things in his placement and through [REDACTED] IL.

**Goal:** Career Preparation

**Goal Effective Date:** [REDACTED]

**Services:** Job seeking and job placement support  
Summit County Children Services  
(330) 379-1880

**Comments (Action Steps, etc):** [REDACTED] will learn to fill out a job applications. [REDACTED] will have an understanding of basic workplace expectations including attendance, timeliness and working with others. [REDACTED] will learn these things while he is in placement. [REDACTED] will also learn these things through [REDACTED] IL.

**Goal:** Employment Programs or Vocational Training

**Goal Effective Date:** [REDACTED]

**Services:** Vocational and career assessment  
Summit County Children Services  
(330) 379-1880

**Comments (Action Steps, etc):** [REDACTED] can begin to think about career options and possibly get vocational testing. [REDACTED] can work with [REDACTED] on employment and vocational issues.

**Goal:** Family Support and Healthy Marriage Education

**Goal Effective Date:** [REDACTED]

**Services:** Family Support & Healthy Marriage Education  
Summit County Children Services  
(330) 379-1880

**Comments (Action Steps, etc):** [REDACTED] will continue to work on improving his interactions and communication with caregivers and family members. [REDACTED] will learn how to express his needs in appropriate ways and will demonstrate the ability to work through conflict without the use of physical or verbal aggression. [REDACTED] will learn about healthy relationships and healthy families. [REDACTED] will develop coping skills and practice these skills on daily basis. Ongoing social worker will monitor the case.

**Goal:** Health Education and Risk Prevention

**Goal Effective Date:** [REDACTED]

**Services:** Sex education, abstinence education and HIV prevention - IL  
Summit County Children Services  
(330) 379-1880

**Comments (Action Steps, etc):** [REDACTED] needs to understand the importance of maintaining good hygiene. [REDACTED] will attend all scheduled medical and dental appointments and will discuss any concerns with his health care providers. [REDACTED] will learn how to choose a health care provider, schedule appointments and how to use his health insurance. [REDACTED] will be educated regarding safe sexual activity including sexually transmitted diseases and pregnancy prevention. [REDACTED] will understand how the use of substances (alcohol, drugs, tobacco) can impact his health. Follow all recommendations regarding use of illegal substances if applicable.

**Goal:** Housing, Educational and Home Management Training

**Goal Effective Date:** [REDACTED]

**Services:** House Education and Home Management Training  
Summit County Children Services  
(330) 379-1880

**Comments (Action Steps, etc):** [REDACTED] will learn to complete basic household chores, do laundry and prepare some meals. [REDACTED] will practice these skills in his placement. [REDACTED] can learn to do his own laundry and learn what cleaning products to

## INDEPENDENT LIVING PLAN SUMMARY

use when cleaning different parts of the home. [REDACTED] will begin to explore his options for housing upon emancipation and will learn what is needed to obtain housing including rental applications, security deposits and how to get utilities turned on. [REDACTED] can assist [REDACTED] through their IL.

**Goal:** Mentoring

**Goal Effective Date:** [REDACTED]

**Services:** Mentor with trained adult 1-1 meet regularly  
Summit County Children Services  
(330) 379-1880

**Comments (Action Steps, etc):** [REDACTED] does have a mentor and will continue to utilize his mentor for guidance and support

**Goal:** Post Secondary Educational Support

**Goal Effective Date:** [REDACTED]

**Services:** Counseling about college  
Summit County Children Services  
(330) 379-1880

**Comments (Action Steps, etc):** [REDACTED] will be encouraged to consider various post secondary education options including college and trade schools. [REDACTED] will become aware of requirements for admission and try to learn how to complete an application for admission and how to apply for financial aid. [REDACTED] will need this assistance before he graduates from high school. The ongoing social worker can have [REDACTED] get assistance through the ILP at SCCS and through IL at [REDACTED]

## READINESS REVIEW

Review Date	Narrative
[REDACTED]	[REDACTED] is in the [REDACTED]th grade. He is on track [REDACTED]. He is employed part time at [REDACTED]. He completed the IL packet. He continues to struggle with deciding what colleges he wants to apply to and where he plans to live post emancipation.

## YOUTH CONTACTS

[REDACTED]	<b>Work:</b> [REDACTED]
[REDACTED]	<b>Home:</b> [REDACTED]
[REDACTED] <b>Permanent Adult Connection</b>	
[REDACTED]	<b>Home:</b> [REDACTED]
[REDACTED] <b>Permanent Adult Connection</b>	<b>Cell:</b> [REDACTED]

## INDEPENDENT LIVING PLAN SUMMARY

### SIGNATURES

<b>Name:</b>	<b>Relationship:</b>	<b>Phone Number:</b>
<b>Signature:</b>	<b>Date Signed:</b>	
<b>Name:</b>	<b>Relationship:</b>	<b>Phone No:</b>
<b>Signature:</b>	<b>Date Signed:</b>	

## INDEPENDENT LIVING PLAN PAST READINESS REVEIWS

### READINESS REVIEWS

Review Date	Narrative
██████████	██████████ works part time at ██████████. He is in the ██████ grade. He has had some issues with fighting at school. He has issues with not being engaged with counseling. He has had issues with being disrespectful with the foster parents. He has not completed IL.
██████████	██████████ is in the ██████ grade. He is very active in sports and an above average student. ██████ does participate in IL through ██████. He is not employed. He struggles with needing frequent reminders for completing chores.
██████████	██████████ is in the ██████ grade. He attends ██████████. His grades have declined this school year. He has been active in sports. He continues to work part time at ██████████. He has not completed the IL packet. He chose not to participate in the IL group through ██████████ and continues to be reluctant to work on the individual SCCS IL curriculum.
██████████	██████████ is completing the ██████████. He took his ACT and scored a ██████. He plans to re-take the test. He works part time at ██████████. He is in regular education classes at ██████████.
██████████	██████████ has been looking for a part time job. He will be entering ██████ grade. He is active in sports. He is in regular education classes. He will continue to work on IL skills in the home.
██████████	██████████ continues in the same ██████. He attends ██████████ and is a ██████. He is on target ██████████. He works part time at ██████████.
██████████	██████████ is working part time at ██████████. He is in regular education classes at ██████████. He is in the ██████ grade. He has been provided the IL curriculum but has not really worked on it.
██████████	██████████ is in ██████ grade. He is in regular education classes. He is in counseling. He works part time at ██████████. He needs frequent reminders to do chores.
██████████	██████████ is in the ██████ grade at ██████████. He is a above average student and participates in sports. He does participate in IL through ██████████.

## Rights of Children Served

### SUMMIT COUNTY CHILDREN SERVICES

<b>ORC:</b> N/A  <b>OAC:</b> 5101:2-5-35; 5101:2-5-10  <b>USC:</b> N/A  <b>CFR:</b> N/A	<b>ORIGINAL:</b> 8/3/2018  <b>REVISIONS:</b> 1/3/2019  <b>RELATED FORM(S):</b> N/A  <b>RELATED PROCEDURE/POLICY(IES):</b> N/A
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| <input type="checkbox"/> Administrative<br><input type="checkbox"/> Fiscal<br><input type="checkbox"/> Human Resources<br><input type="checkbox"/> Information Technology | <input type="checkbox"/> Legal<br><input type="checkbox"/> Safety & Security<br><input type="checkbox"/> Social Services - All Departments<br><input checked="" type="checkbox"/> Social Services - Foster & Adoption |
|---|---|

All Staff       Bargaining Unit       Non-Bargaining       Management

#### **POLICY:**

Summit County Children Services (SCCS) maintains the rights of children served by the agency.

#### **PROCEDURE:**

No agency, foster caregiver, residential facility, or any employee of an agency or residential facility shall in any way violate any of the following rights of children:

- The right to enjoy freedom of thought, conscience, and religion or to abstain from the practice of religion;
- The right to reasonable enjoyment of privacy;
- The right to have his or her opinions heard and be included, to the greatest extent possible, when any decision are being made affecting his or her life;
- The right to receive appropriate and reasonable adult guidance, support, and supervision;
- The right to be free from physical abuse and inhuman treatment;
- The right to be protected from all forms of sexual exploitation;
- The right to receive adequate and appropriate medical care;
- The right to receive adequate and appropriate food, clothing, and housing;
- The right to his or her own money and personal property in accordance with the child's service or case plan;
- The right to live in clean, safe surroundings;
- The right to participate in appropriate educational programs;

- The right to communicate with family, friends, and significant others from whom he or she is living apart, in accordance with the child's service or case plan;
- The right to be taught to fulfill appropriate responsibilities to himself or herself and to others.

SCCS will protect a child's civil rights which means the protection of the child against unlawful discrimination because of the race, color, religion, sex, military status, national origin, disability, age, or ancestry.

SCCS shall include the list of children's rights in all handbooks used by the agency for children in the care of the agency.

When SCCS places any restrictions upon a child's rights for more than two hours, the agency shall:

- Inform the child and the child's custodian of the conditions of and the reasons for restriction of rights;
- Place a written report summarizing the conditions of and reasons for the restriction of the child's rights in the child's record;
- When a restriction of a child's rights affects another individual, inform the individual, as appropriate, of the conditions of and reasons for the action;
- Document review of this decision at least weekly. Any such restriction shall be included in the service plan and approved by the child's custodian.

## Clothing for Children in Custody

### SUMMIT COUNTY CHILDREN SERVICES

<p><b>ORC:</b> 5153.16, 5101.141</p> <p><b>OAC:</b> 5101:2-47-19, 5101:2-47-15</p> <p><b>USC:</b> N/A</p> <p><b>CFR:</b> N/A</p>	<p><b>ORIGINAL:</b> 9/22/06</p> <p><b>REVISIONS:</b> 11/29/06; 4/04/07; 9/23/08; 8/09; 12/09; 05/10; 08/10; 12/28/11; 6/08/15; 2/11/20; 12/29/20</p> <p><b>RELATED FORM(S):</b> Clothing Checklist Placement Services Agreement,</p> <p><b>RELATED PROCEDURE/POLICY(IES):</b> N/A</p>
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|---|--|

All Staff       Bargaining Unit       Non-Bargaining       Management

**POLICY:**

Summit County Children Services (SCCS) will work with substitute caregivers to ensure that a child's clothing needs are met while they are in agency custody.

**PROCEDURE:**

**Initial Placements**

SCCS provides a \$250 clothing stipend to all caregivers at the time a child is placed in agency custody. The same initial stipend may also be requested, based on need, for relatives/kin who assume emergency temporary custody. In order for caregivers to receive an initial clothing stipend, there must be a W-9 form on file with the county. For new SCCS foster homes or kinship caregivers that do not have a W-9 form on file with the county, a W-9 form will be provided to the caregiver to complete. Once the W-9 form is completed, the initial clothing stipend will be dispersed to the caregiver in the form of a cash/debit card. The agency is responsible for submitting the W-9 form to the county.

The stipend will be requested by the placement worker or kinship caseworker and issued in the form of a cash/debit card.

**Emergency Cash/Debit Card for Clothing Distribution Process:**

- The emergency or initial clothing stipend is issued via cash/debit card.
- The emergency or initial cash/debit cards for clothing are requested by the child's caseworker, kinship caseworker, placement caseworker, foster home coordinator, or supervisor on behalf of the caregiver using the Request for Kinship Resources form for kinship caregiver homes or via email for Summit

County Children Services (SCCS) foster homes or paid provider foster homes.

- For kinship caregiver homes, the request is sent to the clerical assistant(s) in the kinship unit for processing;
  - For SCCS foster homes, the request is sent to the clerical assistant(s) in the foster care unit for processing;
  - For paid provider foster homes, the request is sent to the clerical assistant in the placement unit for processing.
- The clerical assistant shall complete the top portion of the Emergency Cash/Debit Card Request and Acknowledgement form and forward to the administrative assistant/clerical supervisor in the Placement Services Department or designee in absentia.
  - The administrative assistant/clerical supervisor or designee will complete the middle portion of the Emergency Cash/Debit Card Request form, recording the cash/debit card number, the amount of each card, the number of cards issued, and total amount distributed to the caseworker.
  - The caseworker will receive the cash/debit card from the administrative assistant/clerical supervisor or designee, sign the Emergency Cash/Debit Card Request and Acknowledge form at the time they receive the cash/debit cards.
  - The administrative assistant/clerical supervisor or designee shall sign the Emergency Cash/Debit Card Request form indicating the distribution of the cards to the caseworker and make a copy of the form.
  - The caseworker shall physically provide the emergency cash/debit card to the caregiver. Cash/debitcards shall NOT be mailed nor left at the front desk of the agency to be picked up by the caregiver.
  - The caseworker shall obtain a signature from the caregiver receiving the cash/debit card on the Emergency Cash/Debit Card Request and Acknowledgement form indicating the receipt and acknowledgement of the use of the cash/debit card prior to issuing the caregiver the cash/debit card.
  - The caseworker shall simultaneously provide the caregiver with a W-9 form and direct deposit form. The caregiver must complete and sign at a minimum, the W-9 form prior to the caseworker issuing the cash/debit card. In order for the caregiver to receive ongoing, monthly kinship support stipends, the caregiver must submit the completed direct deposit form to the agency, if not completed at the time they receive the emergency cash/debit card.
  - The caseworker shall return the signed Emergency Cash/Debit Card Request and Acknowledgement form, the completed and signed W-9 form and the completed direct deposit form to the administrative assistant/clerical supervisor in the Placement Services Department or their designee no later than three (3) business days from the date the cash/debit cards were issued to the caregiver.
  - The placement or kinship caseworker documents the issuance of the cash/debit card for clothing in SACWIS.



## **Placement Changes**

A clothing stipend for children already in SCCS custody who are changing placements, may be requested by the child's caseworker if it is determined that a need exists.

Clothing stipends will not be issued within ninety (90) days of each other, unless extenuating circumstances apply. Clothing purchased for children with the clothing stipend goes with the child when a placement change occurs. SCCS will review and issue clothing stipend requests for children who are changing placements within five (5) days of the placement change.

## **Maintenance**

### **Kinship**

Kinship caregivers will receive an ongoing clothing stipend every six months, via direct deposit to the caregiver's checking or savings account or in special circumstances a reloadable cash/debit card, while the child(ren) remains in SCCS custody and placed in the kinship caregiver's home so long as the kinship caregiver has completed and returned the W-9 form and the county direct deposit form

### **Foster**

Beyond the initial clothing stipend, foster parents must provide clothing to foster children utilizing funds received through the foster care board rate. SCCS will provide foster parents with a clothing checklist which outlines the clothing that must be provided based on the age of the child. Foster care coordinators will review the checklist with the foster parent quarterly, and SCCS reserves the right to review the clothing checklist with the foster parent at any time. SCCS may deduct the cost of clothing from the board rate if the agency has to provide a child with clothing. Failure to provide adequate clothing may result in removal of the child, or an inability to place children in the foster home in the future.

Clothing and footwear must be:

- kept clean and well maintained
- an appropriate size
- seasonally appropriate
- age appropriate

Any clothing with permanent damage must be replaced. When placement terminates, all caregivers will provide children with the clothes that have been purchased for them.

## Special Clothing Requests

Foster and kinship caregivers may request reimbursement for special clothing in limited situations, as defined below. Caregivers will contact their foster home coordinator or the child's caseworker for special clothing reimbursement.

Foster parents who are approved for a clothing stipend to purchase clothing for any one of the following special circumstances will be issued via direct deposit into a checking or savings account or on a reloadable cash/debit card if direct deposit is not available. Advance approval is needed for the following:

**I. Lost/Damaged/Destroyed**

Caregivers may request a special clothing stipend if clothing is lost, destroyed or stolen as long as the loss was not through the fault, omission or acts of the caregiver.

**II. School Uniforms**

If the child is enrolled in a school district that requires school uniforms, SCCS will approve a reimbursement to the caregiver. The maximum of which is one hundred seventy-five dollars (\$175.00) per school year. The caregiver may purchase the uniforms at a store of their choice and submit the receipts to SCCS for reimbursement.

**III. Extracurricular Activity Uniforms**

SCCS may pre-approve, once per year, up to eighty dollars (\$80.00) for extracurricular activity uniforms. Any additional clothing required over the \$80 for an extracurricular activity uniform is to be covered through the foster parent board rate or bi annual kinship clothing stipend.

**IV. Special Occasion Events**

Caregivers may request a clothing reimbursement, up to two hundred dollars (\$200), two times per year, if a child attends a formal special occasion, such as homecoming or prom. Caregivers must provide the purchase or rental receipt of the garment. Special occasion/event reimbursements are determined accordingly:

**V. Senior Expenses**

SCCS will reimburse up to seven hundred dollars (\$700) for graduation expenses such as a class ring, letterman's jacket, senior pictures and a cap and gown.

**VI. Other Exceptional Circumstances**

SCCS may approve a special clothing order for pregnancy up to four hundred dollars (\$400.00). Extreme weight gain or loss may justify a special clothing stipend request; the amount of the stipend will vary according to the age of the child.

Clothing stipends for children placed on adoptive status may be approved upon request only if special circumstances demonstrate a need to do so. Requests must be made by the child's adoption caseworker by submitting a memo for

approval to either the Director of Placement Services or the Deputy Executive Director of Social Services.

**See also:** SCCS Placement Services Agreement for clothing provisions for children placed with contracted providers.

**Corporal and Degrading Punishment and Use of Restraints Against Children Served by SCCS**

**SUMMIT COUNTY CHILDREN SERVICES**

<p><b>ORC:</b> N/A</p> <p><b>OAC:</b> 5101:2-07-09; 5101:2-5-13; 5101:2-9-21</p> <p><b>USC:</b> N/A</p> <p><b>CFR:</b> N/A</p>	<p><b>ORIGINAL:</b> 2/27/2009</p> <p><b>REVISIONS:</b> 1/11/19; 6/12/19</p> <p><b>RELATED FORM(S):</b> Individual Child Care Agreement; Acknowledgment of Policy</p> <p><b>RELATED PROCEDURE/POLICY(IES):</b> Discipline and Care</p>
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| <input type="checkbox"/> Administrative             | <input checked="" type="checkbox"/> Legal                             |
| <input type="checkbox"/> Fiscal                     | <input type="checkbox"/> Safety & Security                            |
| <input checked="" type="checkbox"/> Human Resources | <input checked="" type="checkbox"/> Social Services - All Departments |
| <input type="checkbox"/> Information Technology     | <input type="checkbox"/> Social Services - Foster & Adoption          |

All Staff       Bargaining Unit       Non-Bargaining       Management

**POLICY:**

Summit County Children Services (SCCS) employees, volunteers, interns, field placement students, and caregivers of children under the care and custody of SCCS (including contractors providing care for children under purchase of service agreements) are prohibited from using corporal or degrading punishment, including but not limited to the use of physical, emotional and/or verbal abuse, isolation, seclusion, and chemical, mechanical or prone restraints against a child(ren) served by SCCS.

**PROCEDURE:**

All employees, volunteers, interns, field placement students and caregivers are notified of this policy and are required to abide by this policy within the scope of their duties relative to SCCS and children served, and that failure to abide by this policy will result in disciplinary action, a rules violation, or a breach of contract, up to and including termination or revocation, as applicable.

Said notification and documentation occurs as follows:

1. All employees are advised of agency policy by the agency’s Human Resource Department prior to or on the first day of employment, field placement, or volunteering. All signs documentation verifying that they have read, understand, and agree to adhere to the policy.

2. Prospective foster and adoptive parent applicants receive instruction about this policy during pre-service training, and information about this policy is contained in manuals provided to pre-service trainees.
3. Kinship caregivers are advised of agency policy by a caseworker during the kinship assessment.
4. The Individual Child Care Agreement contains information regarding this policy and is signed by the caregiver(s) at the time of child placement.
5. Contracts with entities that provide substitute care for children in agency custody contain provisions setting forth agency policy on this topic.

**AWOL Youth: Violation of Curfew, Unauthorized Absence, Missing From Care and Return to Care**

**SUMMIT COUNTY CHILDREN SERVICES**

<p><b>ORC:</b> N/A</p> <p><b>OAC:</b> 5101:2-42-88, 5101:2-36-12, 5101:2-38-05, 5101:2-42-93</p> <p><b>CFR:</b> N/A</p>	<p><b>ORIGINAL:</b> 05/12/16</p> <p><b>REVISIONS:</b> 11/13/18</p> <p><b>RELATED FORM(S):</b> AWOL Leave Form</p> <p><b>RELATED PROCEDURE/POLICY(IES):</b> N/A</p>
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| All Staff <input checked="" type="checkbox"/> Bargaining Unit <input type="checkbox"/> Non-Bargaining <input type="checkbox"/> Management <input type="checkbox"/>        |   |

**POLICY:**

Summit County Children Services (SCCS) is committed to the safety of children served. To that end, SCCS provides case management, support and coordination of services for youth who are in violation of curfew, have an unauthorized absence (AWOL) or are missing from care. Social service staff works closely with law enforcement, substitute caregivers and families to locate missing and/or AWOL children.

**PROCEDURE:**

SCCS responds to reports of missing or AWOL children according to the following guidelines. In addition to their responsibilities regarding AWOL children, caseworkers should also be familiar with caregiver responsibilities in order to have meaningful discussions with caregivers in the event a child is AWOL.

For children who are age 13 and younger or vulnerable youth regardless of age, caregivers must immediately notify SCCS via the Agency hotline (330-434-5437) of instances of an absence without leave or a situation where the child is believed to be missing. Caregivers must also immediately notify SCCS via the hotline if, regardless of the age of the child, the child is missing or AWOL and has any of the following conditions:

- Cognitive delays,
- Medical concerns,
- Significant mental health concerns resulting in psychotic episodes when not on medication,
- Has been identified as a risk to self or others,
- The child is believed to be a victim of human trafficking,

- The child has been abducted by a parent,

Caregiver must also immediately notify law enforcement and make a Missing Person's Report

For children who are age 14 and older, and not afflicted by one of the above conditions, caregivers should notify SCCS of an AWOL via the Agency non-emergent caregiver line. In determining when to notify SCCS of the AWOL, caregivers should consider the following:

- The child's age, maturity and developmental level,
- Potential risk factors,
- The child's emotional and developmental growth,
- The child's behavioral history,

Despite the above considerations, caregivers must notify SCCS of any AWOL if the child's whereabouts are unknown for more than two hours. Caregivers must also notify law enforcement and make a Missing Person's Report.

SCCS staff responsible for transcribing messages from the caregiver line shall notify the youth's assigned caseworker and supervisor of an AWOL message via e-mail and document the caregiver's call in the Statewide Automated Child Welfare Information System (SACWIS) as an activity log.

Hotline staff must notify the youth's assigned caseworker, supervisor, department director and Placement Services and Permanency Planning department (PPP) of an AWOL via e-mail and document the caregiver's call in SACWIS as an activity log.

Caseworkers must document all contacts regarding missing/AWOL events in SACWIS. In the absence of the assigned caseworker, the assigned supervisor will assume this responsibility. Upon receiving notification of a missing/AWOL child, the assigned caseworker shall immediately contact law enforcement in the jurisdiction the child went missing from to verify that the caregiver made a police report and that law enforcement has made an entry into the National Crime Information Center (NCIC) database. SCCS requests a Missing Persons Report for all youth, regardless of the child's age, therefore the assigned caseworker is responsible for making a Missing Person Report if the caregiver failed to do so. If a child is over the age of 18 and the police refuse to make a Missing Persons Report, the caseworker shall document their attempt to do so in SACWIS.

Within 24 hours, the caseworker must also contact the National Center for Missing and Exploited Children (NCMEC) via telephone (1-800-THE-LOST/1-800-843-5678) or internet (<http://cmfc.missingkids.org/ReportHere>) and complete registration.

On occasion a child is in the custody of another Public Children Services Agency (PCSA) but placed in a SCCS foster home. In the event SCCS receives notification such a child is AWOL, SCCS shall immediately notify the custodial agency of the

unauthorized absence. The custodial agency is responsible for completing the unauthorized absence procedure required by the Ohio Administrative Code.

Upon receiving notification a child is AWOL the caseworker shall follow up with the caregiver and document the following in the child's case record:

- The date, time and name of the law enforcement agency contacted.
- The date and time NCMEC was contacted.
- The last known location of the child.
- The length of time the child has been AWOL.
- Anyone the child may have been with prior to or during AWOL.
- Efforts and resources used to locate the child.

The assigned caseworker will complete the AWOL Leave Form and forward to (PPP) so that the leave of absence can be entered in SACWIS. As applicable the caseworker must also notify the biological parent / guardian, Juvenile Court (by filing a notice), Guardian Ad Litem (GAL), school, medical provider and other involved service providers. All notification activities shall be documented in SACWIS.

Weekly efforts to locate the youth must be documented. Examples of efforts to locate a child may include, but are not limited to:

- Contact with caregiver, biological family and known friends.
- Social media checks.
- Contact with Law Enforcement, Juvenile Court, and GAL.
- Contact with schools, therapists, and medical providers.
- Direct contact attempts with any individuals the youth is known to run to.
- Direct contact attempts to any known locations where the youth is suspected to be.

If SCCS receives information which indicates the child may be residing in another county or state, the assigned caseworker must contact the local PCSA and law enforcement in that jurisdiction.

Substitute caregivers must notify the agency via the Caregiver line when a youth is found or returns to care. In addition, caregivers should notify the local law enforcement agency and cancel the Missing Persons Report when applicable. SCCS staff responsible for transcribing messages from the caregiver line shall document the caregiver's call in SACWIS as an activity log as well as notify the youth's assigned caseworker and supervisor of the youth's return via e-mail.

The assigned caseworker is responsible for informing all involved parties of the youth's return, including the biological parents/guardians, school, and if applicable the GAL and Court. The caseworker must also notify the clerical specialist in PPP to end the temporary leave. The assigned caseworker shall contact NCMEC to advise that the child has been located.



The caseworker and supervisor will make the determination if and when medical care will be sought. When a child returns, the assigned caseworker or other agency staff must have face to face contact with the youth at the next mandated home visit, if not sooner by telephone. The caseworker shall document the contact in SACWIS, and address the following with the youth concerning their absence:

- Why they left placement,
- Their whereabouts/where they stayed,
- Who they were with,
- Their activities, including if the child is found to be a sex trafficking victim,
- If anyone hurt them in any way,

Children in substitute care who run away are at an increased risk of becoming a victim of human trafficking, therefore caseworkers are encouraged to include education on this risk in their conversations with youth on their caseloads.

All contact with youth shall be documented in SACWIS as an activity log.

## Legal Representation of Children in Custody

**SUMMIT COUNTY CHILDREN SERVICES**

<b>ORC:</b> 5153.16, 305.14, 120.26, 2151  <b>OAC:</b> 5101:2, 120-1-10  <b>USC:</b> NA  <b>CFR:</b> NA	<b>ORIGINAL:</b> 7/1/2000  <b>REVISIONS:</b> 9/15/2005; 11/27/2017  <b>RELATED FORM(S):</b> NA  <b>RELATED PROCEDURE/POLICY(IES):</b> NA
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All Staff       Bargaining Unit       Non-Bargaining       Management

**POLICY:**

Summit County Children Services (SCCS) will ensure children in the custody of SCCS, who are in need of legal counsel, are represented by qualified, competent attorneys as necessary to act in the child’s best interest. Further, no child in the custody of SCCS that is the suspect in a criminal investigation will be permitted to speak with law enforcement officials in regard to such investigation without legal counsel present.

**PROCEDURE:**

Pursuant to Ohio Revised Code Chapters 5153 and 2151, SCCS, through its Executive Director, acts as legal guardian for children placed in its custody. At times, children in SCCS custody are in need of legal representation regarding civil and/or criminal actions. The Summit County Prosecutor, in Opinion Number 00-024, stated “the Office of the Prosecutor is not authorized to extend representation to children in agency custody regarding accidental injuries and other civil or criminal actions.” Therefore, legal counsel for such children will be retained in accordance with the associated procedure.

SCCS will inform all caregivers of children in the custody of SCCS of this policy. If a Case Worker is aware that a child in the custody of SCCS is the suspect in an investigation, the Case Worker will reiterate to the child's caregiver that the child is not to be interviewed by police without legal counsel present and the child is not to be allowed to voluntarily accompany law enforcement. However, if a child is under arrest, the caregiver is not to interfere with regard to such arrest. The Case Worker will inform the child of his/her right to remain silent and ask for legal counsel to be present when being questioned by law enforcement.

SCCS will retain qualified outside counsel to represent children in agency custody, regarding personal injury claims and other civil or delinquency actions, who are in good standing with the Ohio Supreme Court, and who express a desire and willingness to undertake such representation. In accordance with SCCS's mandate to protect the abused, neglected and dependent children of Summit County and to insure that the best interest of the children is served, SCCS will abide by the Legal Representation of Children in Custody policy and procedure when retaining outside legal counsel for children in Agency custody.

The Administrative and Legal Services Division will contact a qualified attorney, present the legal issue for which the child requires representation, and verify the attorney's interest in accepting the representation and their willingness to accept defense fees commensurate with Summit County approved fee schedules for the representation of indigent persons. If funds are held in a trust for the child, the Probate Court may approve that fees resulting from the criminal defense of the child be paid from the trust on an itemized time and hourly rate basis. In a civil case, the attorney fees will equal one third of net recovery (one third of remaining amount after expenses are deducted), or as approved by the Probate Court, up to a maximum of forty percent for extremely complex, lengthy trials.

Any fee disputes shall be submitted to mandatory fee arbitration or mediation as provided by the Ohio Bar Association, unless the parties consent to determination of the dispute by another mandatory fee arbitration tribunal or other resolution.

## Religious & Spiritual Beliefs

### SUMMIT COUNTY CHILDREN SERVICES

<p><b>ORC:</b> 5103.02</p> <p><b>OAC:</b> 5101:2-5-16, 5101:2-7-11</p> <p><b>USC:</b> N/A</p> <p><b>CFR:</b> N/A</p>	<p><b>ORIGINAL:</b> 1/07</p> <p><b>REVISIONS:</b> 08/06; 12/08; 05/12/2016, 12/1/16</p> <p><b>RELATED FORM(S):</b></p> <p><b>RELATED PROCEDURE/POLICY(IES):</b></p>
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All Staff      
 Bargaining Unit      
 Non-Bargaining      
 Management

**POLICY:**

Summit County Children Services (SCCS) recognizes the right of children in the custody of SCCS to follow their own beliefs in matters of religion and spirituality. SCCS facilitates and provides all appropriate opportunities for the free expression, practice and observance of religious and spiritual beliefs held by persons served. SCCS maintains discretion in determining what constitutes reasonable access, practice and expression of a client's religious or spiritual belief.

**PROCEDURE:**

SCCS shall demonstrate consideration for and sensitivity to the religious background of a child in out-of-home care and of families receiving agency services.

SCCS shall provide opportunities for children in custody to practice religious beliefs and faith, including dietary restrictions. Caregivers may encourage children to participate in religious activities, but children shall not be coerced to do so. A caregiver must permit a child in the custody of SCCS to practice the chosen religious faith of the child or his or her parents, unless it is determined and documented in the child's case plan by SCCS that it is not in the child's best interest.

A child in the custody of SCCS shall not be submitted to any religious procedures without prior consent of the child according to their age and functioning level and prior approval of the parent, guardian or custodian.

SCCS shall not require a child in custody to receive non-emergency medical treatment that conflicts with the religious tenets or practices of the religion of the child or parent without the specific written consent of the parent, guardian or custodian.

When a child in custody requires emergency medical treatment and such treatment conflicts with the religious tenets or practices of the child, parent, guardian or custodian, the caregiver shall immediately transport or arrange for the transportation of the child to a medical facility and contact SCCS. In a life threatening situation SCCS will make decisions regarding medical treatment based on the best interest of the child.

**Social Media & Electronic Device Use for Children in Substitute Care**

**SUMMIT COUNTY CHILDREN SERVICES**

<b>ORC:</b> 5103.162; 2151.315  <b>OAC:</b> N/A  <b>USC:</b> N/A  <b>CFR:</b> N/A	<b>ORIGINAL:</b> 09/2007  <b>REVISIONS:</b> 12/2010; 12/2011; 07/2016  <b>RELATED FORM(S):</b> N/A  <b>RELATED PROCEDURE/POLICY(IES):</b> N/A
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All Staff       Bargaining Unit       Non-Bargaining       Management

**POLICY:**

The use of cell phones and social media may foster normalcy for youth in substitute care; provide opportunities to fit in with their peers, maintain contact with extended family, and learn about available resources. However, Summit County Children Services (SCCS) recognizes that use of social media can also create risks for youth. Subsequently, SCCS works with youth in Agency custody and caregivers to provide education and establish guidelines for social media and internet use.

**PROCEDURE:**

Assigned case workers must explain the following Agency guidelines for using the internet and electronic devices to both the child and their caregiver.

Caregivers should consider the following when making decisions regarding the use of the internet and electronic devices for youth:

- The child's age, maturity and developmental level.
- Potential risk factors.
- Best interest of the child.
- The child's emotional and developmental growth.
- Family-like living experience.
- The child's behavioral history.

The assigned caseworker should inform the caregiver if there are any specific prohibitions or limitations regarding a child's use of internet and electronic devices.

**Cell phones:**

SCCS does not provide cell phones to children, however SCCS recognizes that a parent, guardian or substitute caregiver may provide a phone for a child. SCCS asks that cell phones not be given to children under age 13. Substitute caregivers shall monitor and control the use of all cell phones given to children age 12 and under.

The assigned caseworker and caregiver shall review guidelines for cell phone use with all youth in substitute care. Discussion of the guidelines shall include but is not limited to the following:

- The extent of use permitted including how long, and times of the day.
- Children are prohibited from using cell phones after bedtime and it is preferred that caregivers maintain the cell phone during bedtime hours.
- Who the child is permitted to contact.
- The substitute caregiver shall restrict and monitor use when there is a no contact order or a requirement that visitation is closely supervised.
- Education regarding the dangers of "sexting" and photographing him/herself in a state of nudity or in a sexually suggestive manner.
- The substitute caregiver and/or caseworker shall periodically "spot check" the cell phones of youth to monitor appropriate use.

**Internet use:**

SCCS recognizes that children in substitute care often have access to the internet through many opportunities including school, the library and at the home of their substitute caregiver.

The assigned caseworker and caregiver shall review guidelines for internet use with all youth in substitute care. Discussion of the guidelines shall include, but not is not limited to the following:

- SCCS prohibits children the age of thirteen (13) to join social media sites, including but not limited to Facebook, SnapChat, and Instagram. Caregivers may provide access to social media sites for youth who are age 13 or older. Caregivers who allow youth to use social media shall obtain website addresses, login names, and passwords from the youth. Caregivers shall verify that youth have strictest security settings on all social media sites they are using.
- Substitute caregivers are requested to have parental privacy controls and appropriate security settings in place on all devices which youth have access to.
- Computer use must occur in a "common area / central location" within the caregiver's home and not in the child's bedroom.
- Children are not permitted to post caregiver address information online.
- The assigned caseworker and caregiver must educate the child about the dangers of being online and establish guidelines for use.
- Children are prohibited from accessing any sites or material that is obscene, pornographic, designated for adults only, or promotes violence or other illegal activity.

**Other types of media:**

Substitute caregivers shall utilize reasonable parenting judgement regarding a youth's access to movies, books, etc. that may contain adult content, and follow the recommended guidelines for movies rated PG13 or R.

The use of gaming systems such as X-Box and Play Station shall be monitored by the caregiver and should occur in common areas, not in the child's bedroom. Caregivers must monitor all handheld Wi-Fi/internet accessible equipment (such as iPods and DS) and routinely spot check such devices to monitor appropriate use. Caregivers shall take control of such equipment at a child's bedtime.

**Inappropriate Use**

Instances of inappropriate use by a youth of the internet or electronic devices will be reviewed on a case by case basis to determine an appropriate plan of action to address and resolve the issue.

**TRANSPORTATION OF CHILDREN IN CUSTODY BY CAREGIVERS**

**SUMMIT COUNTY CHILDREN SERVICES**

<p><b>ORC:</b> 2151.86, 5103.02, 5103.03, 4511.19, 4509.51</p> <p><b>OAC:</b> 5101:2-5-09, 5101:2-5-13, 5101:2-7-14, 5101: 2-7-15</p> <p><b>USC:</b> N/A</p> <p><b>CFR:</b> N/A</p>	<p><b>ORIGINAL:</b> 11/27/2017</p> <p><b>REVISIONS:</b> NA</p> <p><b>RELATED FORM(S):</b> Mileage Reimbursement for Foster Parents Form</p> <p><b>RELATED PROCEDURE/POLICY(IES):</b> N/A</p>
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All Staff       Bargaining Unit       Non-Bargaining       Management

**POLICY:**

Summit County Children Services (SCCS) expects caregivers to transport children in custody safely and in accordance with the law. SCCS foster parents may be reimbursed for transportation that is related to children's special needs and circumstances.

**PROCEDURE:**

A. Driving License Validation

Foster, Kinship and Adoptive Placement Caregivers who transport children in the custody of SCCS must hold a current, valid Driver's License and have accumulated less than eight (8) penalty points (as reported by the Bureau of Motor Vehicles).

A caregiver's Driver's License will be checked annually to assure they are in compliance. Copies of respective Driver's records, along with copies of valid Driver's Licenses will be placed in the caregiver's record.

Caregivers who do not possess a valid Driver's License, or who have accumulated eight (8) or more penalty points on their Driver's License are not permitted to transport children in the custody of SCCS and must make other arrangements to provide transportation for the children.

At such time that the caregiver's Driver's License is reinstated and/or less than eight (8) points, the caregiver should notify their SCCS coordinator to update the record and permit them to transport children again.



B. Insurance

Anyone who transports children in the custody of SCCS must carry liability insurance that meets or exceeds requirements of current state laws.

If a caregiver does not have the required insurance, such caregiver must immediately notify their SCCS coordinator. In turn, the SCCS coordinator will provide written notice to the caregiver that he/she may not transport children in the custody of SCCS. Until such time as the caregiver submits to their SCCS coordinator proof of renewed insurance, the caregiver must make other arrangements to provide transportation for the children.

A current copy of the caregiver's proof of insurance will be placed in the caregiver's record.

C. Traffic Violations

Caregivers shall notify their SCCS coordinator or caseworker within twenty-four (24) hours after receiving a moving traffic citation.

Caregivers shall immediately notify their SCCS coordinator if they accumulate six (6) or more penalty points.

D. Child Safety

Caregivers must utilize child safety seat restraints according to state law (4511.81 Ohio Revised Code).

Transportation by motorcycles or other similar types of vehicles is prohibited for children in the custody of SCCS.

All children age twelve (12) and under shall ride in the backseat of a motor vehicle unless the vehicle does not have a backseat. If the child must ride in the front seat the caregiver must disable the passenger side airbag if the vehicle is so equipped.

The seat belt, child restraint system and booster seat requirements do not apply if the caregiver has a signed affidavit by a licensed physician in Ohio or a licensed chiropractor in Ohio. The affidavit must state that the child who otherwise would be required to be restrained, has a physical impairment that makes use of a child restraint system, booster seat or an occupant restraining device impossible or impractical, provided that the person operating the vehicle has safely and appropriately restrained the child in accordance with any recommendation of the physician or chiropractor as noted on the affidavit.

Foster caregivers shall ensure the recall and safety information issued by the Consumer Product Safety Commission (CPSC) related to child safety seats or booster seats are reviewed. Any safety recommendations made by the CPSC in regard to child safety seats or booster seats shall be implemented by the caregiver.

E. Mileage Reimbursement

SCCS foster parents may be reimbursed at the IRS Standard Mileage Rate for transporting children placed in their home for trips related to the child's special

needs or circumstances. Foster parents with children on adoptive status may be reimbursed for mileage until adoption finalization. Caregivers with adoption only approvals may not request mileage.

Alternate caregivers may transport children in care but will not be reimbursed for mileage.

Foster parents must submit legible, completed and signed mileage forms to the foster home coordinator at the end of each month. Mileage must be submitted no later than 90 days from the date the trip occurred. Any mileage submitted beyond 90 days will not be paid.

Reimbursement will be mailed to the foster parents approximately 30 days after the form is submitted.