Summit County
CHILDREN SERVICES
Building Families . . . Building Futures

November 17, 2026

REQUEST FOR PROPOSALS (RFP)
IN-HOME SERVICES

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

January 21, 2027 at 12:00PM EST

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

Summit County Children Services
ATTN: Tracy Mayfield, Department Director of Protective Specialized Services
264 South Arlington Street
Akron, Ohio 44306

Questions regarding this RFP must be received
no later than 12:00PM EST on January 11, 2027
to the attention of Tracy Mayfield, Department Director of Protective Specialized Services
via e-mail to tracy.mayfield@summitkids.org

*Proposals may NOT be submitted via email

LEGAL ADVERTISEMENT
NOTICE TO BIDDERS

Sealed proposals will be opened and publicly read on **January 21, 2027 at 12:00PM EST** at 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 02-2026-24/B** for:

In-Home 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, 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 **November 17, 2026** until **January 21, 2027 at 12:00PM.**

SEALED PROPOSALS, A FLASH DRIVE, AND ALL NECESSARY DOCUMENTS must be received no later than 12:00PM local time on **January 21, 2027** at Summit County Children Services, 264 South Arlington St., Akron, Ohio 44306 and shall be addressed to Tracy Mayfield, Department Director of Protective Specialized Services. Proposals received after such time will not be accepted.

Registration of Interest: Vendors may submit a registration of interest to submit a proposal in writing and emailed to Tracy Mayfield, Department Director of Protective Specialized Services, at tracy.mayfield@summitkids.org on or before **12:00PM on January 11, 2027**.

All questions pertaining to the RFP MUST be sent to the attention of Tracy Mayfield, Department Director of Protective Specialized Services, at tracy.mayfield@summitkids.org and received no later than **12:00PM on January 11, 2027**. 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 11, 2027**.

SCCS reserves the right to reject all proposals.

Summit County Children Services
Jonathon Hart, Esq.
Senior Legal Counsel

To be advertised: **November 17, 2026** via Akron Beacon Journal (ABJ) and starting **November 17, 2026** via www.summitkids.org.

Electronically sent to ABJ on **November 9, 2026**.

Summit County Children Services
Request for Proposals for In-Home 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 in-home services for families involved with SCCS. Therefore, SCCS is requesting written proposals from qualified providers for in-home stability and intensive in-home services.

SCCS currently has an in-home family stability services program. This program is designed for families who are not identified as high-risk families. In addition to its in-home family stability services, SCCS also has an intensive in-home program for families who are experiencing crisis and whose children have been determined to be at high risk of becoming abused, neglected, or dependent, or whose children have been adjudicated as abused, neglected, or dependent.

SCCS desires a one (1) year contract with the option to extend the contract for an additional four (4) one (1) year terms thereafter, at the sole discretion of SCCS and subject to then-available funding. Ideally, SCCS desires one (1) Provider for both in-home services programs. However, SCCS reserves the right to award contracts to two (2) or more separate providers if it is in the best interest of the families served by SCCS to do so.

II. CONTACT PERSON

Summit County Children Services
Tracy Mayfield
Department Director of Protective Specialized Services
264 S. Arlington St.
Akron, Ohio 44306
Phone: (330) 996-7255
Email: tracy.mayfield@summitkids.org

III. TENTATIVE SCHEDULE OF EVENTS

November 17, 2026	**Request For Proposals Released to Vendors** 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 www.summitkids.org under the Bidding Opportunities Tab.
January 11, 2027 at 12:00PM EST	**Registration of Interest Deadline** 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 Tracy Mayfield, at tracy.mayfield@summitkids.org on or before **January 11, 2027 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.
January 11, 2027 at 12:00PM EST	**Question Submission Deadline** Questions relating to this RFP must be RECEIVED by SCCS no later than **12:00PM EST on January 11, 2027**. SCCS will not respond to questions received after this deadline. **Questions received from vendors and SCCS' responses will be sent via e-mail to all Vendors who have submitted a Registration of Interest.**
January 21, 2027 at 12:00PM EST	**Proposal Submission Deadline** Proposals must be RECEIVED by SCCS no later than **12:00PM EST on January 21, 2027**. 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: Tracy Mayfield, Department Director of Protective Specialized Services, at 264 S. Arlington, Akron, Ohio 44306. **Proposals submitted after the deadline set for receipt will not be considered**. Proposals should be labeled: "Response to RFP for In-Home Services." **Proposals may not be submitted via e-mail, fax, or other electronic means.**
January 21, 2027 at 12:00PM EST	**Proposal Opening** Proposals will be opened publicly on **January 21, 2027 at 12:00PM EST** at SCCS, 264 S. Arlington St., Akron, Ohio 44306. The name of each proposing Vendor will be read aloud. No other information about the proposals will be announced at that time.
January 21, 2027 to February 28, 2027 (estimated)	**Proposal Review Period**
TBD	**Time for Interviews, Presentation, Follow-up, and/or Clarification, if necessary**
February 2027 (estimated)	**Proposed Resolution Submitted to the SCCS Board of Trustees for Approval**
February 2027 (estimated)	**Notice of Award** The Vendor awarded the contract will be notified of selection upon receipt of authorization by the Summit County Children Services Board of Trustees.
March 2027 (estimated)	**Projected Contract Commencement** The contract is estimated to commence in March 2027.

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 Tracy Mayfield, Department Director of Protective Specialized Services, at tracy.mayfield@summitkids.org on or before **January 11, 2027 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 11, 2027 at 12:00PM EST**. Questions should be submitted via e-mail to Tracy Mayfield, Department Director of Protective Specialized Services, at tracy.mayfield@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 January 21, 2027**.

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: Tracy Mayfield, Department Director of Protective Specialized Services, at 264 S. Arlington, Akron, Ohio 44306. **Proposals submitted after the deadline for receipt will not be considered**. Proposals should be labeled: "Response to RFP for In-Home Services." 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.

D. **Proposal Opening** - Proposals will be opened publicly on **January 21, 2027 at 12:00PM EST** at SCCS, 264 S. Arlington St., Akron, Ohio 44306. The name of each proposing Vendor will be read aloud. No other information about the proposals will be announced at that time.

E. **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 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.

V. IMPORTANT INFORMATION

A. SCCS currently contracts for in-home family stability services. SCCS may refer a family for in-home family stability services at any time during the life of the case. SCCS expects that in-home family stability services will include:

1. Family assessments including, but not limited to, identification of family strengths, risk factors, and safety concerns (a maximum of four (4) service hours per assessment are allocated per family);
2. Initiation of services within forty-eight (48) hours of referral by SCCS;
3. Homemaker services including, but not limited to, budgeting and other hands-on assistance with modeling and teaching household management methods such as meal planning, house cleaning, and developing a schedule/routine to maintain a safe environment;
4. Parenting education including, but not limited to, age-appropriate discipline and behavioral modification techniques, daily structure, daily living, role modeling, and positive interactive strategies with children;
5. Instructing caregivers in child development including, but not limited to, the identification and establishment of developmental milestones, resolution of parent/child bonding issues, developmental play initiation, and instruction in age appropriate techniques including toilet training, mealtimes, supervision issues, bed-time routines, hygiene, curfew, etc.;
6. Facilitating interpersonal development through relationship building, support system development, stress management, time management, social skills development, and decision making;
7. Case management and coordination of all community services, including the monitoring and evaluation of such services;
8. Transportation of clients as needed, which includes for court hearings, medical appointments, therapy, and other activities, and Provider is responsible for such transportation costs;
9. Crisis counseling and conflict resolution;
10. Youth enrichment and educational services including linkage to tutoring when needed and programming to provide role models and academic assistance;
11. Facilitate team-building and social skill development to strengthen family and peer relationships for children and families;

12. Youth and family advocacy to stabilize the child's home environment or substitute placement, assistance with development of appropriate social skills, provide positive role models, and build self-esteem through one-on-one contact and group activities;
13. Facilitate membership at community recreation centers and participation in team activities to promote a sense of belonging, build self-esteem, develop a sense of responsibility, and develop healthy peer relationships;
14. Make referrals to family and individual counseling as needed to assist with children remaining in their homes;
15. Provide parenting support services to assist families in overcoming obstacles and difficulties that compound the ability to function as healthy families;
16. Assessment and monitoring of parental capabilities, housing stability, financial management, family interventions, family safety, child well-being, child school performance, and child(ren)'s relationships with others; and,
17. Provide support, strengthen, and empower individuals and families through linkage to community-based services including food banks, assistance with utilities, clothing, transportation, etc.;
18. Maintain the goal to stabilize the family within ninety (90) to one hundred twenty (120) days and allow SCCS to safely close its case;
19. Case managers are supervised by Master's level, licensed individuals with five (5) years' experience in intensive family work;
20. Provider supplies office space, telephone, mileage, and any other required supplies to its case managers and supervisors for performance of such services.
21. Written assessments are provided to SCCS within thirty (30) days of referral of the case;
22. Documentation of all case activity, contacts, goals, plans, referrals, and other relevant information;
23. Participation in staff meetings as requested by SCCS, including meetings for team planning, case reviews, and program goals;
24. Notification to SCCS within two (2) working days if families cease services, allowing SCCS to decide whether to continue to attempt to provide services;
25. Monthly submission of service reports to SCCS- SCCS reserves the right to deduct five (5%) percent from monthly invoices as a penalty for late reports;
26. SCCS retains sole decision making authority regarding all aspects of the family's billable charges and/or care relative to in-home services;
27. Any and all communications regarding families are made by Provider directly to SCCS;
28. Prior to implementation, SCCS approves in writing all goals, objectives, proposed or provided treatment, and amendments to the family's service plan;
29. There is no guarantee that SCCS makes referrals to Provider, and SCCS pays Provider for services actually purchased by SCCS;
30. Provider employees competently and accurately testify in hearings pursuant to subpoena and spend time preparing, traveling to Court, and waiting, in addition to testifying;
31. Provider maintains telephone and direct contact with the SCCS caseworker of record regarding concerns and the status relative to families receiving services;
32. There is 24/7 telephone access to Provider program staff relative to families receiving services.

33. SCCS does not guarantee any number of referrals are made to Provider.

B. For Intensive In-Home Services, for families identified as high risk, SCCS recognizes that families who are experiencing crises may need intensive services in order to safely overcome those crises and stabilize their families. SCCS feels that its family stability services program is not designed to meet this need. Therefore, SCCS launched the intensive in-home program for "high risk" families. These families may have children in the home who are at risk of becoming abused, neglected, or dependent children, or the children may be out of the home on a voluntary safety plan. SCCS wishes to wrap services around high risk families in order to ensure child safety and to prevent the children from coming into the custody of the agency whenever possible. In some cases, this service may be used for children in the Temporary Custody of SCCS to sooner reunify with their family when the immediate safety threat has been alleviated but the risk remains high.

C. Program Structure: the Provider of the intensive in-home program will spend a significant amount of time in the home working to stabilize the family immediately following SCCS' referral to Provider. Once the family is stabilized and immediate risks are alleviated, the family may be referred on to the in-home family stability services program.

D. Interaction of intensive in-home program and family stability services program: SCCS recognizes that there may be some overlap in the types of services provided in the intensive in-home program and the family stability services program. However, SCCS wishes to clarify that the intensive in-home program is intended for families who have an immediate need for services due to a current family crisis. These families will require a significant front-end investment in time, attention, and professional skills from Provider. The families involved with the intensive in-home program will have an ongoing protective services case with SCCS, whereas families who are referred only to the family stability services program may not have an ongoing protective services case with SCCS.

E. SCCS expects that intensive in-home services will include:

1. Provide up to fifty (50) hours of service per family, and possibly more, over a ninety (90) to one hundred twenty (120) day period;
2. Make services available 24 hours per day, 7 days per week to respond to crises and provide conflict resolution;
3. Provide crisis mediation, case management, counseling, and coordination of community services for families referred;
4. Assess the family needs and develop and recommend to SCCS a plan for the provision of services;
5. Work all family members and all agencies involved with the family;
6. Link the family to community services to stabilize the family and prevent the need for ongoing SCCS involvement;
7. Join the goal to successfully and safely stabilize the family within ninety (90) to one hundred twenty (120) days enabling SCCS to safely close the case;
8. Provider case managers are supervised by Master’s level, licensed individuals with five (5) years' experience in intensive family work;
9. Provider provides office space, telephone, mileage, and needed supplies to the case manager and supervisor of the program;
10. Initiate services to families referred by SCCS no later than forty-eight (48) hours after the referral is accepted;
11. As appropriate to the needs and circumstances of the individual family receiving intensive in-home services, Provider will spend a substantial amount of time working with the family in their home in the first several weeks after receiving

a referral- once the family has been stabilized, Provider may gradually decrease the number of hours spent in the home as the family's needs and circumstances warrant;

12. Implement crisis management, case management, and supportive services per SCCS and Provider intensive in-home services policies and procedures- including written assessment to SCCS within thirty (30) days, service planning, counseling, monitoring evaluation, and provision of related services;
13. Family assessments/psychosocial assessments, including but not limited to identification of family strengths, risk factors, and safety concerns, a maximum of four (4) service hours shall be allocated for such assessments per family;
14. Treatment Plan: After family and psychosocial assessments are completed, families will work with the assigned therapist to develop therapeutic and case management goals in order to address the needs with the family in an intensive way to increase overall family functioning, stability, and safety- all treatment plans will be designed with a focus on wrapping services around the family to create greater stability and support, alleviate crises for the family and within the household, and decreasing safety issues and risk of out of home placement;
15. Provide hands-on coaching and interventions to parents/custodians to mitigate safety and risk concerns in order to safely maintain children in their home or to prepare families for reunification;
16. Provide trained staff and therapists who are able to provide hands-on coaching and interventions to parents and families that instill and create stability, crisis management, and increase safety in a home environment- therapeutic interventions will be tailored to the treatment plan to gear services for an intensive service delivery model that is focused on the family's individualized needs in order to maintain children in their own home or to successfully reunify children;
17. Develop intervention strategies that best meet the family's unique needs;
18. Provide assistance and referrals to parents/custodians to help them through the crisis that the family is experiencing;
19. Provide parenting education, including age and development appropriate discipline techniques, daily structure and daily living skills, role modeling, and positive interaction strategies;
20. Instruct parents/custodians in child development, including the identification and establishment of developmental milestones, parent/child bonding and attachment issues, and developmental play initiation;
21. Facilitate the interpersonal development of children and parents/custodians through relationship building, support system development, stress management, time management, social skills development, and decision-making;
22. Assist parents with building their own natural, healthy support system;
23. Facilitate team building and social skill development to strengthen family and peer relationships for children and families;
24. Role model positive behaviors and build self-esteem through one-on-one contact with family members and family team building activities;
25. Emergency contacts with families occur no later than 24 hours in the event that there is a need for immediate Provider response;

26. Provide parenting support services in order to assist families in overcoming obstacles and difficulties that compound their ability to function as healthy family units;
27. Assess and monitor parental capabilities, housing stability, financial management, family interventions, family safety, child wellbeing, the child's educational performance, and relationships with others;
28. Provide support, strength, and empowerment for families by connecting families with appropriate community based services;
29. Provide individual and family therapeutic counseling;
30. Provide home based therapy to family and individuals- Provider staff assigned to the Intensive In-Home Services Program will all be licensed therapists;
31. Provide community based services and the ability to transition families to therapists for ongoing services as transition plans or find a therapist if a family so desires- Provide Intensive Home Based Therapy using a combination of therapeutic interventions and case management services in order to meet a family's needs;
32. Provider will notify SCCS by calling the SCCS within two (2) working days if clients refuse, avoid, or cease services;
33. Provider case managers travel to the family home and transport clients to appointments as needed;
34. Network with area services and make referrals for services appropriate to the meet the needs of the family;
35. Monitor use of area services and impact on family development;
36. Document all case activity, contacts, goals, plans, referrals, and other relevant family information per program and SCCS requirements;
37. Prepare and submit service reports to SCCS, including a written summary of the first intervention and monthly written summaries- if summaries are late, SCCS has the option to deduct five (5%) percent from the next monthly invoice;
38. Provide at least weekly oral contact with SCCS relative to each family, including engagement, progress, concerns, and needs;
39. Provide quarterly summary reports of the entire program to SCCS;
40. Participate in team planning, case reviews, and program goal achievement;
41. Attend SCCS meetings as requested;
42. SCCS retains sole decision making authority relative to the families' case management and prior to implementation, SCCS must approve in writing all goals, objectives, treatment, and later amendments to the treatment plan;
43. SCCS does not guarantee any number of referrals are made to Provider.

VI. SCOPE OF SERVICES

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

A. **General:**

1. Provider will provide up to fifty (50) hours of in-home services per family, with additional hours of services as pre-approved by SCCS. Provider will provide such services over a period of ninety (90) to one hundred twenty (120) days. In order to respond to emergencies, crises, and provide conflict resolution, Provider will make

services available to the families twenty-four (24) hours per day, seven (7) days per week.

2. Provider will provide at least weekly oral contact with SCCS regarding individual families receiving in-home services. Such contact will include an update regarding the family's engagement, progress, concerns, and needs.
3. Provider will maintain telephone contact and/or direct contact with the SCCS social worker of record regarding any concerns and/or the status/progress of each child receiving services.
4. Provider will furnish SCCS with twenty-four (24) hour telephone access to Provider program staff concerning families receiving services.
5. Provider will provide SCCS a summary of the first intervention and follow that with monthly written summaries of service including dates of service and service provided. The monthly summary must be e-mailed by Provider to the SCCS Social Services Program Administrative Assistant by the fifth (5th) working day following each month's end. SCCS will provide contact information for the SCCS Social Services Program Administrative Assistant. The summary will be date stamped and given to the supervisor and caseworker.
6. For families that are not fluent in the English language, SCCS prefers that Provider have the ability to offer interpreting services or the ability to work with an agency to arrange such services.
7. When monthly summaries are late, SCCS will have the option to deduct five percent (5%) from the next monthly invoice as a penalty.
8. SCCS will review each in-home services case and track the number of children placed in custody and/or families served by Provider under the Agreement.
9. Provider will send SCCS a quarterly summary report of their entire in-home services program.
10. Decision Making - SCCS will retain sole decision making authority regarding all aspects of the family's billable charges and/or care within the in-home services program. Any and all communications regarding children/families must be made by Provider directly to SCCS. Prior to implementation, SCCS must approve in writing all goals, objectives, proposed or provided treatment, and amendments to the family's and child's service/treatment plan.
11. No Guarantee - Nothing in the Agreement will be construed as a guarantee by SCCS that SCCS will make referrals to Provider. SCCS will pay Provider for, and Provider will be entitled to receive payment for, services actually purchased by SCCS.

B. **In-Home Family Stability Services**:

1. Volume: SCCS will refer up to one hundred eighty (180) families to Provider for in-home family stability services.
2. Treatment Plan: Provider will be required to develop a treatment plan for each family referred to the family stability services program which articulates the goals and services for each family. SCCS will approve the plan, which 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. As applicable and available, SCCS will provide a copy of the family's case plan and education and health records to Provider at time of the referral to Provider for services. Provider will participate in joint planning with SCCS regarding development, modification, and implementation of the case plan. Provider agrees that while Provider may have input into the development of the child's case plan, all disputes regarding services or placement shall be resolved through a joint case conference, and SCCS is the final authority.

3. Referrals for Services: Upon receipt of referral for services, Provider shall provide an assessment of the needs of the family and develop an individualized service plan for the family. A maximum of four (4) service hours shall be allocated for the family assessment. Provider shall attempt to initiate services no later than forty-eight (48) hours after referral is accepted. Services may begin immediately if a Provider employee is available. Provider will be required to work with SCCS in the development of mutually agreeable referral forms, including Releases of Information.
4. Service Hours: SCCS expects that Provider will provide up to fifty (50) hours of family stability services to families over a period of ninety (90) to one hundred twenty (120) days.
5. Services Required: All of the following services are required of Provider as part of the family stability services program:
    i. Family assessments including, but not limited to, identification of family strengths, risk factors, and safety concerns;
    ii. Homemaker services including, but not limited to, budgeting and other hands-on assistance with modeling and teaching household management methods, such as meal planning, house cleaning, and developing a schedule/routine to maintain a safe environment;
    iii. Parenting education including, but not limited to, age-appropriate discipline and behavioral modification techniques, daily structure, daily living, role modeling, and positive interactive strategies with children;
    iv. Specific to parents with cognitive delays or other developmental disabilities, Provider will provide intensive hands on parenting instruction to increase basic parenting skills for the goal of reunification or maintaining the children in the home;
    v. Instructing caregivers in child development including, but not limited to, the identification and establishment of developmental milestones, resolution of parent/child bonding issues, developmental play initiation, and instruction in age appropriate techniques including toilet

training, mealtimes, supervision issues, bed-time routines, hygiene, curfew, etc.;

vi. Facilitating interpersonal development through relationship building, support system development, stress management, time management, social skills development, and decision making;

vii. Crisis counseling and conflict resolution;

viii. Youth enrichment and educational services including linkage to tutoring when needed and programming to provide role models and academic assistance;

ix. Facilitate team-building and social skill development to strengthen family and peer relationships for children and families;

x. Youth and family advocacy to stabilize the child's home environment or substitute placement, assistance with development of appropriate social skills, provide positive role models, and build self-esteem through one-on-one contact and group activities;

xi. Facilitate membership at community recreation centers and participation in team activities to promote a sense of belonging, build self-esteem, develop a sense of responsibility, and develop healthy peer relationships;

xii. Make referrals to family and individual counseling as needed to assist with children remaining in their homes;

xiii. Provide parenting support services to assist families in overcoming obstacles and difficulties that compound the ability to function as healthy families;

xiv. Assessment and monitoring of parental capabilities, housing stability, financial management, family interventions, family safety, child well-being, child's school performance, and child's relationships with others;

xv. Provide support to, strengthen, and empower individuals and families through linkage to community-based services including food banks, assistance with utilities, clothing, transportation, etc.; and,

xvi. Participate in staffings as requested by SCCS.

6. SCCS Involvement: There may be instances in which SCCS closes a case at the intake level following an investigation and assessment of the risks and strengths present in the family. In those cases, SCCS may refer the family to Provider for in-home family stability services and those services may be provided to the family without an open case with SCCS. However, in the event that the family fails to engage with Provider, SCCS requires that Provider contact the SCCS Hotline at 330-434-KIDS (5437) to document this information. SCCS will advise Provider whether it should continue to attempt to engage the family, or whether it may close the family's case.

7. Service Summaries: Provider shall provide SCCS with a copy of the family assessment and the individual service/treatment plan for the family upon their completion. Provider shall also provide monthly written summaries of service including dates of service and a description of the services provided. Monthly summaries shall be submitted by fax or encrypted email on or before the fifth working day following each month's end. Email is preferred.
8. Compensation: For families who have private insurance or receive Medicaid, Provider shall bill the private insurance or Medicaid for services whenever possible. SCCS will directly compensate Provider only when the family is not eligible for Medicaid services or when payment through Medicaid or private insurance has been exhausted. **Note**: Providers should be aware that not all children referred to Provider for services will have a clinically diagnosed mental or behavioral health condition. Some children, especially those age 5 and under, may not have any diagnoses. Others may have one or more behavioral or mental health diagnoses.
9. Effect of termination: In the event of termination of any contract resulting from this RFP, the Parties agree that no ongoing case plan will be disrupted and that the needs of the clients are paramount. At the end of the resulting contract term, the Parties will mutually agree in a separate writing to extend the resulting Agreement to ensure that clients' services are completed.

C. **Intensive In-Home Services Program**:

1. Volume: The number of families referred for the intensive in-home services program will vary based upon the needs of the families served by SCCS.
2. Treatment Plan: Provider will be required to develop a treatment plan for each family referred to in-home intensive services program which articulates the goals and services for each family. Provider assures SCCS that upon initial contact with the family or at least within thirty (30) days 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. As applicable and available, SCCS will provide a copy of the child's case plan and education and health records to Provider at the time of the referral to Provider. Provider will participate in joint planning with SCCS regarding development, modification, and implementation of the child's plan. Provider agrees that while Provider may have input into the development of the child's plan, all disputes regarding services or placement shall be resolved through a joint case conference. Provider agrees that SCCS is the final authority. Provider will participate in joint planning with SCCS regarding modification to a child's Individual Service Plan.

3. Referrals for Services: SCCS expects that, in most circumstances, Provider will be in the home making contact to initiate services with families referred to the intensive in-home services program within forty-eight (48) hours. SCCS prefers that services be initiated as soon as possible. Provider will be required to work with SCCS in the development of mutually agreeable referral forms, including Releases of Information.
4. Service Hours: Due to the significant need for services of families referred to the intensive in-home services program, SCCS expects that Provider will spend a substantial amount of time working with the family in their home in the first several weeks after receiving a referral. Once the family has been stabilized, SCCS expects that Provider will gradually decrease the number of hours spent in the home as the family's needs and circumstances warrant. SCCS expects that Provider will provide up to fifty (50) hours of family stability services to families over a period of ninety (90) to one hundred twenty (120) days. Once the family is ready to move to a less intensive service level, SCCS may refer the family for family stability services.
5. Services Required: All of the following services will be performed by Provider as part of the intensive in-home services program:
    i. Family assessments/psychosocial assessments including, but not limited to, identification of family strengths, risk factors, and safety concerns- a maximum of four (4) service hours shall be allocated for such assessments per family;
    ii. Provide hands-on coaching and interventions to parents/custodians to mitigate safety and risk concerns in order to safely maintain children in their home or to prepare families for reunification;
    iii. Provide trained staff and therapists who are able to provide hands-on coaching and interventions to parents and families that instill and create stability, crisis management and increase safety in a home environment- therapeutic interventions will be tailored to the treatment plan to gear services for an intensive service delivery model that is focused on the family's individualized needs in order to maintain children in their own home or to successfully reunify children;
    iv. Develop intervention strategies that best meet the family's unique needs;
    v. Provide assistance and referrals to parents/custodians to help them through the crisis that the family is experiencing;
    vi. Provide parenting education including age and development appropriate discipline techniques, daily structure and daily living skills, role modeling, and positive interaction strategies;
    vii. Instruct parents/custodians in child development including the identification and establishment of developmental milestones, parent/child bonding and attachment issues, and developmental play initiation;

viii. Specific to parents with cognitive delays or other developmental disabilities, Provider will provide intensive hands on parenting instruction to increase basic parenting skills for the goal of reunification or maintaining the children in the home;

ix. Facilitate the interpersonal development of children and parents/custodians through relationship building, support system development, stress management, time management, social skills development, and decision-making;

x. Assist parents with building their own natural, healthy support system;

xi. Facilitate team building and social skill development to strengthen family and peer relationships for children and families;

xii. Role model positive behaviors and build self-esteem through one-on-one contact with family members and family team building activities;

xiii. Provide 24/7 crisis intervention and conflict resolution;

xiv. Emergency contacts with families can occur no later than 24 hours where there is a need for immediate response from Provider;

xv. Provide parenting support services in order to assist families in overcoming obstacles and difficulties that compound their ability to function as healthy families;

xvi. Assess and monitor parental capabilities, housing stability, financial management, family interventions, family safety, child well-being, the child's educational performance, and the child's relationships with others;

xvii. Provide support, strength, and empowerment for families by connecting families with appropriate community based services; and,

xviii. Provide individual and family therapeutic counseling.

xix. Provider will be responsible for all routine transportation costs resulting from providing services including, but not limited to, transporting the clients to court hearings, medical appointments, school, therapy, recreational activities, etc.

6. SCCS Involvement: Families referred for intensive in-home services will have an open case with SCCS, with possible exception. Due to the intensive needs of these families and the level of risk, SCCS requires that the Provider employee assigned to the family communicate at least weekly with the assigned SCCS caseworker or assigned SCCS supervisor. The Provider employee shall provide the SCCS caseworker or supervisor a brief update on the family's engagement and progress and shall discuss any problems, concerns, or needs that have arisen that week.

7. Service Summaries: Provider shall provide SCCS with a copy of the family assessment and the individual service/treatment plan for the family upon their completion. Provider shall also provide monthly written summaries of service including dates of service and a description of the services provided. Monthly

summaries shall be submitted by fax or encrypted email on or before the fifth working day following each month's end. Email is preferred.

8. Compensation: For families who have private insurance or receive Medicaid, Provider shall bill the private insurance or Medicaid for services whenever possible. SCCS will directly compensate Provider only when the family is not eligible for Medicaid services or when payment through Medicaid or private insurance has been exhausted. **Note**: Providers should be aware that not all children referred to Provider for services will have a clinically diagnosed mental or behavioral health condition. Some children, especially those age 5 and under, may not have any diagnoses. Others may have one or more behavioral or mental health diagnoses.
9. Effect of termination: In the event of termination of any contract resulting from this RFP, the Parties agree that no ongoing case plan will be disrupted and that the needs of the clients are paramount. At the end of the resulting contract term, the Parties will mutually agree in a separate writing to extend the resulting Agreement to ensure that clients' services are completed.

VII. TERM

The resultant Agreement will commence on **March 1, 2027** and shall continue in full force and effect until **February 28, 2028**, unless terminated earlier in accordance with the terms of this Agreement. The Parties agree that upon the expiration of the term of this Agreement, the Parties have the option to extend this Agreement for four (4) additional one (1) year terms under the same terms and conditions, subject to then-available funding. The election of the option to extend the terms and conditions of this Agreement requires a separate, written extension executed by both SCCS and Provider. SCCS will not compensate Provider for services provided beyond expiration of the Agreement unless a written extension has been executed.

VIII. COMPENSATION

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

A. Compensation: For the satisfactory performance of the services/obligations contemplated herein, SCCS shall pay to Vendor an amount that may be less than, but shall not exceed, To be Determined ($ TBD) annually. 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. SCCS wishes to explore different pricing structures for these services. In Exhibit 2 to this RFP, Providers are asked to provide two types of proposed pricing: per hour and "flat fee" for up to fifty (50) hours of service. SCCS reserves the right to negotiate compensation with the chosen Provider.

C. With regard to Medicaid eligible and/or privately insured families referred to Provider by SCCS to receive in-home services, Provider will bill each family's Medicaid and/or private

insurance. SCCS will NOT compensate Provider for any services provided to Medicaid eligible and/or privately insured families. However, should the Medicaid or private insurance of a family referred by SCCS to Provider become exhausted, SCCS may directly compensate Provider for in-home services provided to such family, if such compensation is approved by the SCCS Deputy Executive Director of Social Services BEFORE such services are provided.

D. 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.

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IX. 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 principle place of business address;
2. Name and phone number of a person authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the prospective Vendor is selected for the contract; and,
5. Willingness to execute a Release which would hold SCCS harmless from any liability related to the agreement with Vendor, including specifically releasing SCCS from any responsibility for payment in the event the Vendor fails to pay subcontractor(s). This release must be executed prior to any resulting contract, if the prospective Vendor is selected for the contract.

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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X. 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.)

XI. VENDOR/PROVIDER REQUIREMENTS AND QUALIFICATIONS

Vendor/Provider must meet the following qualifications and duties:

A. Testimony: Provider employees may be subpoenaed 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: Provider will bill Medicaid and private insurance for its services. Provider shall only submit invoices to SCCS for payment of services when the family is non-Medicaid eligible or payment through Medicaid and/or private insurance has been exhausted.
C. Adequate Staffing: Provider has adequate staffing to implement both the in-home family stability services program and/or the intensive in-home services program. Provider has a crisis response plan in place so that a Provider employee is available to assist twenty four (24) hours per day, seven (7) days per week in the event that a family experiences a crisis and requires immediate assistance.
D. Training: Provider has an adequate training program for the family stability services and intensive in-home services.
E. Transportation: Any Provider employee 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.
F. 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.
G. 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.
H. 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.

XII. <u>CONTRACT TERMS AND CONDITIONS</u> – 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 § 5180:2-5-09 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. SCCS reserves to right to refuse assignment of any Vendor employee to SCCS or to provide services to clients 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 5180:2-5-09 and 5180:2-5-15 as applicable. Appendix A to Ohio Administrative Code § 5180:2-5-09 can be found at: http://codes.ohio.gov

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 Tracy Mayfield, Department Director of Protective Specialized 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. Vender 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 in 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 5180:2-5-09. 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** - This Agreement, inclusive of the RFP for In-Home Services 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, this document 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.

XIII. 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 in writing by SCCS 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, of 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.

XIV. 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 not be accepted and will be rejected by SCCS.
2. SCCS reserves the right to reject any or all Proposals, in whole or in part.
3. SCCS further reserves the right to reject any or all Proposals as follows:
    a. at any time in the RFP process, including after review of all Proposals;
    b. including even the highest rated Proposal, and any part or parts of any Proposal, for any reason whatsoever;

c. where the 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.

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	PASS/FAIL
Scope of Services Offered	25
Cost	20
Ability to Bill Medicaid and Private Insurance	10
Experience Providing In-Home Services	20
Ability to Immediately Begin Services Upon Award of Contract	15
Ability to Accept Referrals and Begin Services Within 48 Hours	15
Location	10
Responsiveness to RFP Requirements	5
Service Philosophy	10
Training	10
Ability to Offer Interpreting Services	10
Total Possible Points	150
CALCULATION OF POINTS SYSTEM	DESCRIPTOR
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

The remainder of this page intentionally left blank.

XV. 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.

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 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 or Area Manager/Site Supervisor for SCCS and their qualifications.

    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.

2. Company Information – Vendor should provide a brief narrative containing, at a minimum, the following information:
    a. Date of founding; and,
    b. Locations; and,
    c. Number of employees/size of company.

    This section should not exceed three (3) pages.

3. Summary of Services – Vendor should provide a narrative which addresses, at a minimum, the following information:
    a. Services Proposed
    b. Specific Methods
    c. Provider's service philosophy;
    d. Whether Provider has an established family stability services program and how long such program has been in place;
        - As applicable, if Provider does not have an established family stability services program, Provider should articulate how it can have a family stability services program established and ready to begin providing services per the requirements of this RFP;
    e. Whether Provider has an established intensive in-home services program and how long that program has been in place;
        - As applicable, if Provider does not have an established intensive in-home services program, Provider should articulate how it can have an intensive in-home services program established and ready to begin providing services per the requirements of this RFP;
    f. A detailed description of all in-home services offered by Provider, so that SCCS may determine whether the services offered by Provider meet the requirements of this RFP;
        - Provider should explain these services in detail. For example, it is not adequate to state that Provider offers "parenting education."

Provider should describe what "parenting education" entails;
- Provider should clearly distinguish which services are provided as a part of its family stability services program and which services are provided as a part of its intensive in-home services program. Provider should present this information in such a way that SCCS is able to clearly identify and understand the differences between the two programs;

g. The number of employees that Provider intends to allocate to provide services under any Agreement resulting from this RFP;
h. Whether Provider's employees who would be providing services under an Agreement resulting from this RFP hold professional licenses in social work, counseling, marriage and family therapy, or other related fields;
i. Whether Provider's employees have experience testifying at contested Court hearings;
j. A detailed description of Provider's training program for employees who provide in-home services; and,
k. Whether Provider maintains background checks, motor vehicle records, and copies of automobile insurance for its employees.
l. Whether Provider has a crisis response plan and what such plan entails.
m. 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. This should include:
   - Whether Provider is able to serve families with children of all ages;
   - Whether Provider is able to bill Medicaid and private insurance for its services;
   - Whether Provider is able to implement the in-home family stability services program and/or the intensive in-home services program immediately following execution of an agreement resulting from this RFP; and,
   - Whether Provider is able to assign referrals for service and attempt to engage families within forty-eight (48) hours of receipt of referrals.
n. 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.
o. 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.
p. 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.

This section should not exceed fifteen (15) pages.

4. Experience and Qualifications – Vendor should provide a narrative which addresses, at a minimum, the following information:
    a. Vendor should identify three (3) distinctions which set Vendor apart from its competitors.
    b. Vendor should detail its experience working in sensitive environments, especially environments that handle a large volume of confidential information.

   This section should not exceed three (3) 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.

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.

XVI. 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.

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**

EXHIBIT 1

PROPOSAL CHECKLIST

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

***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

DIRECTIONS: SCCS requests that Provider complete the following chart with Provider's proposed pricing for family stability services and/or intensive in-home services. **Providers are asked to provide TWO proposed compensation structures: one is an hourly billable rate for non-Medicaid/non-privately insured families and the other is a "flat fee" per such families for up to fifty (50) hours of service.** Provider should carefully double-check the pricing and figures provided herein and clarify any questions or doubts regarding the goods and services requested with SCCS prior to calculating pricing. SCCS reserves the right to negotiate compensation with the successful Provider.

Having reviewed the RFP and the conditions affecting and governing the work of this project, the undersigned hereby proposes to furnish all equipment and supplies and perform all services as described in this RFP for the following sum:

Family Stability Services	Proposed Per Hour Pricing for Non-Medicaid Billable/Non-Privately Insured Families: $_____
	Proposed Flat fee per Non-Medicaid Billable/ Non-Privately Insured Family for up to fifty (50) hours of service: $_____
Intensive In-Home Services	Proposed Per Hour Pricing for Non-Medicaid Billable/Non-Privately Insured Families: $_____
	Proposed Flat fee per Non-Medicaid Billable/ Non-Privately Insured Family for up to fifty (50) hours of service: $_____

_____ _____

Signature of Duly Authorized Agent of Provider Date

Print Name: _____

Title: _____

Agency/Organization: _____

Original must be signed in BLUE ink.

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: In-Home Services 2026

☐ 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 – In-Home Services 2026**

EXHIBIT 6

CERTIFICATION FOR NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

_____ _____ _____
Signature of Duly Authorized Agent Date

Print Name: _____

Title: _____

EXHIBIT 7

ETHICS CERTIFICATION

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

1) I have reviewed and understand Ohio ethics and conflict of interest laws as found in Chapter 102 and Chapter 2921 of the Ohio Revised Code.
2) I have reviewed and understand Governor's Executive Order Number 2019-11D.
3) I will not do anything inconsistent with the law or Executive Order Number 2019-11D.
4) I acknowledge that failure to comply with this certification is, by itself, grounds for termination of this contract or grant.

_____ _____ _____
Signature of Duly Authorized Agent Date

Print Name: _____

Title: _____

EXHIBIT 8

NOTICE

Attached are alternative Affidavits related to Personal Property Taxes as is required by ORC § 5719.042 for every competitive bid/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