

**PUBLIC NOTICE
REQUEST FOR PROPOSAL**

Lucas County Children Services (LCCS) is issuing a Request for Proposal (RFP) for a legal case management software system.

LCCS is seeking proposals for a legal case management software system. RFP materials will be available March 17, 2021 at 8:30 AM, at 705 Adams Street, Toledo, OH 43604. To make arrangements to pick up an RFP packet, contact Kris Filas at 419-213-3632. The RFP information is also available via the LCCS website, www.lucaskids.net.

Proposals must be submitted by April 16, 2021 at 4:00 PM to:


Lucas County Children Services
Attn: Legal Department / Kris Filas
705 Adams Street
Toledo, OH 43604

Or

They may also be submitted by email with the subject line "Case Management Software" to Kris.Filas@jfs.ohio.gov.

Proposals will not be accepted via fax, and no proposal will be accepted after the deadline.

By



Robin Reese, Executive Director
Lucas County Children Services

**Lucas County Children Services
705 Adams
Toledo, Ohio 43604**

**REQUEST FOR PROPOSALS (RFP)
Legal Case Management Software**

Release Date 03/17/2021

Proposals shall be accepted until 4:00 PM EST, 04/16/2021 at:

Lucas County Children Services
Attn: Legal Department / Kris Filas
705 Adams Street
Toledo, Ohio 43604

OR

Kris.Filas@jfs.ohio.gov

NO EXCEPTIONS

Mission Statement

Our mission is to lead the community in the protection of children at risk of abuse and neglect. This is accomplished by working with families, service providers and community members to assess risk and coordinate community-based services resulting in safe, stable, and permanent families for children.

About the Mission Statement / Preserving Families

The agency's current mission statement was written in 1999 by a consortium of more than 100 community child welfare stakeholders and Lucas County Children Services (LCCS) staff. The group felt strongly that LCCS should take a leadership role in protecting abused and neglected children.

In assuming this responsibility, we also try our best to preserve families. Children belong in families, hopefully the one they are born into. We prefer that a child remain at home while we provide services to stabilize the family. If a child cannot live safely at home, we first look for an appropriate relative to care for the child for as long as necessary. If a relative is not available, the child will go into foster care or other placement. In every case, the safety of the child is our main concern.

We also believe in permanence for children. Children need stability, and they need permanence. If the crisis in a birth family cannot be resolved, it is our responsibility to seek an alternative, permanent family for those children in a timely manner.

Our Mandate

Lucas County Children Services gets its mandate from state of Ohio law. According to the Ohio Revised Code, public children services agencies shall do all of the following:

- Investigate allegations of child abuse, neglect or dependency
- Make reasonable efforts to prevent the removal of children from their homes
- Accept custody of children from courts with juvenile jurisdiction
- Provide temporary emergency shelter when necessary
- Find family foster homes for children
- Implement a system for assessing risk to children
- Administer federal adoption assistance funds

Scope of Services

Specifically, the Agency requests a qualified vendor to provide the following software:

- Legal case management software

In addition, the scope of software shall include:

- All personnel working on this project must pass an FBI and NORIS security check.
- Details of how the software will protect the confidentiality of all data stored within the software.
- The software should have the ability to show a docket for all scheduled court hearings for open cases which can be viewable by day for all attorneys or by specific attorney. The software

should also have the ability to provide reminder email alerts to assigned attorneys and caseworkers regarding upcoming scheduled hearings.

- The software should have search capabilities including: parent name, child name, court case number, court hearing date, attorney name, motion/complaint, appeal.
- The software should organize and display case information including parties to case with relationship and date of birth; child current custody status and placement information – caregiver name(s) and address(es); attorneys assigned; LCCS caseworkers assigned; details regarding outcomes, journal dates, hearing types, attorney and magistrate/judge for hearings; motions and complaints including date filed and who it was filed by, and if a hearing was set; appeals filed with date of filing, date of resolution, type of resolution, appeal type, and attorneys assigned.
- The software should show all people connected to the legal case.
- The software should track all legal referrals.
- The software should create letters for child caregiver(s) for children currently in agency custody which details the hearing date, time, location, court case number, and hearing officer.
- The software should utilize an editable template feature to allow for expedited creation of standard legal documents associated with dependency, neglect, and abuse cases. The software should also have a searchable database for saved templates.
- The software should track, store, show, and allow accessibility for complaints, motions, and other legal documents filed in a legal case.
- The software should track, store, show, and allow accessibility to files for discovery documents created or received by agency paralegal staff. The software should also have the ability to document when discovery was sent and who it was sent to. The software may have the feature to generate and send discovery emails and documents directly from the software, or through interaction with Microsoft Outlook.
- The software or software provider must have the ability to complete a one-time transfer of information from the agency's existing database to the new legal case management software.
- The software should have the ability to interact with other databases, including the ability to retrieve information from other databases, store, manage, and use that information to populate entries in the legal case management software when needed. Other databases include, but are not limited to, the Ohio Statewide Automated Child Welfare Information System (SACWIS), and Northwoods' Traverse system.
- The software should have the ability to document when a subpoena is sent or received and document any follow-up tasks regarding the subpoena. The software may also be able to document and track public record information requests.
- The software should be accessible remotely.
- The software should provide ongoing customer support for questions and needs.

Proposed Timeline

Timeline dates are tentative and may be changed to meet the Agency's needs.

- Issue RFP for the software 03/17/2021.
- Final day for submitting written questions for the RFP 03/26/2021.
- Agency provides answers to all questions submitted by 04/07/2021.
- Proposals due by 4:00 PM EST 04/16/2021.
- Complete evaluation of the proposals and vendor reference checks 05/07/2021.
- Vendor and Agency commence contract execution 05/28/2021.

Questions

All questions are to be addressed to the project manager (see below). All questions must be submitted in writing prior to 4:00 PM EST, 03/26/2021. All questions and answers will be provided directly to those who have expressed an interest in submitting a proposal for this project. Contact the Project Manager if you'd like to schedule a site visit.

Project Manager

Project Managers are:
Aimee Benoit and Kevin Ankney
Lucas County Children Services
Attn: Information Services
705 Adams Street
Toledo, Ohio 43604
E-mail: Aimee.Benoit@jfs.ohio.gov; Kris.Filas@jfs.ohio.gov

Proposal Submittal Instructions

Proposals must be received by no later than **4:00 PM EST on 04/16/2021**.

(Emailed proposals must be in MS Word or PDF format and cannot exceed 10MB).

As an alternate to email, proposals can be mailed or delivered to:

Lucas County Children Services
Attn: Legal Department / Kris Filas
705 Adams Street
Toledo, Ohio 43604

If submitting a paper proposal, the original plus four (4) copies of all proposals in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope: Legal Case Management Software RFP. The vendor's name and address must be clearly indicated on the envelope.

Proposal Requirements

The sections and appropriate information described below must be included with any proposal.

SECTION A: Company/Product Information

This section will provide information about the vendor/company. Hereinafter vendor and company will have the same meaning.

SECTION B: Scope

This section will detail a description of the software capabilities. The vendor should be able to

describe how the software protects confidentiality and how ongoing customer support needs for the software are handled.

SECTION C: Costs

In this section, the vendor is to detail all costs associated with the software requested in this RFP. This is to include any additional costs associated with adding a user to the software program, or any annual maintenance or improvement fees.

SECTION D: References

References are to be organizations wherever possible that have utilized a similar scope of software within the past year.

SECTION E: Interviews

If necessary, the Agency may conduct interviews as part of the final selection process. Interviews will be scored separately.

Evaluation Criteria

Proposals will be evaluated according to the following criteria, listed in order of importance:

1. Ability of software to meet the needs detailed under scope of services.
2. Proposed cost of software.
3. Ability to integrate the software and provide explanatory training within a reasonable timeframe, considering the firm’s current and planned workload.
4. Past record of performance on contracts with Lucas County, other government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to adhere to schedules, cooperation, responsiveness, and other management and attitudinal considerations.

Component	Score
Responsiveness to RFP Instructions	5 points
Software Design	45 points
Proposed Cost	25 points
Ability to Meet the Schedule (Implementation and Training)	15 points
Unique Features	5 points
References	5 points
Total	100 points

Communications Prohibitions

From the issuance date of this RFP, until an actual grant is awarded, there may be no communications concerning this RFP between any applicant which expects to submit an application and any employee of LCCS or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the grants.

The only exceptions to this prohibition are as follows:

- A. Communications conducted pursuant to Q & A period;
- B. As necessary in any pre-existing or on-going business relationship between LCCS and any grantee which could submit an application in response to this RFP;
- C. As part of any applicant interview or application clarification process initiated by LCCS, which LCCS deems necessary in order to make final selections;
- D. If it becomes necessary to revise any part of this RFP, LCCS will post those revisions, amendments, etc. to the webpage dedicated to this RFP;
- E. Any Public Records Request made to LCCS, and made through the LCCS Records Department.

Any attempts at prohibited communications by applicants may result in the disqualification of those applications.

Addendum to Request for Proposals

If LCCS determines it is necessary to revise any part of an RFP, an Addendum will be provided to all potential applicants who have filed a Letter of Intent. Any clarifications will become an Addendum and no other sources of responses or clarifications are considered valid.

Notification of Awards and Contract Development

Selection and notification of the applicant(s) is targeted for approximately **05/18/2021**. It is the intent of LCCS to award contracts for services to be provided. Delays in complying with LCCS contract requirements may result in the awarding of a contract to another applicant, or re-issuance of the RFP.

Availability of Funds

This RFP is budgeted for the 2021 fiscal year.

Right to Cancel

LCCS reserves the right to cancel all or any part of this RFP at any time without prior notice. LCCS also reserves the right to modify the proposal process and timeline as deemed necessary. Applicants who have filed a Letter of Intent will receive notification by LCCS of any such changes.

Vendor Responsibility for Proposal Costs

The applicant is fully responsible for all costs associated with the development and submission of the proposal. LCCS assumes no contractual or financial obligation as a result of the issuance of this RFP, the preparation and submission of a proposal by an applicant, the evaluation of an accepted proposal, or the selection of approved proposals.

Confidentiality and Ownership of Proposals

Any proposal or other material submitted will become the property of LCCS and may be returned only at LCCS' option. Proprietary information should not be included in a proposal or supporting materials because LCCS will have the right to use any materials or ideas submitted in a proposal without compensation to the applicant. Additionally, all applications shall, in their entirety, be made a part of the public record, pursuant to ORC 149.43.

Proposal Acceptance/Rejection

LCCS reserves the right to seek clarification regarding responses to the RFP prior to making an award.

LCCS reserves the right to reject any or all proposals, to accept or reject any or all of the items in the proposal, to waive any informality in the received, and to award the contract in whole or in part if it is deemed to be in the best interest of LCCS.

Applicants' Disclosure

Applicants must provide a disclosure of any pending or threatened court actions and/or claims against the applicant, parent company or subsidiaries. This information will not necessarily be cause for rejection of the proposal; however, withholding the information may be cause to reject the proposal.

Applicants must disclose whether any person currently affiliated with or likely to be affiliated with the applicant's organization as a result of this RFP, is an LCCS Board or staff member, or is related in anyway or has a personal relationship with any LCCS Board or staff member. This disclosure must identify the related individuals from both organizations and the nature of the relationship. This information will not, necessarily, be cause for rejection of the proposal; however, withholding the information may be cause to reject the proposal.

Procedures for Making Awards

The Executive Director will submit and present recommendations to the Finance Sub-Committee of the Board of Directors of LCCS.

Following the approval of the Program and Services Sub-Committee, the recommendation will be presented to the Board of Directors of LCCS for approval. Final approval will be made by the Board.

Applicants will receive a written notice of approval or denial. Date of the notification will be dependent upon approval date by LCCS Board members.

Contract Terms

LCCS will negotiate contracts with the successful applicant(s). LCCS' contract will define the terms and conditions, and will serve as the basis for contractual negotiations.

LCCS is not responsible for oversights in this RFP which are not brought to the attention of LCCS prior

to the start of contract negotiations. If any contract terms are required by the applicant, they must be included or attached to the proposal.

The contents of the RFP and the commitments set forth in the selected proposals shall be considered contractual obligations, if a contract ensues. Failure to accept/comply with these obligations may result in cancellation of the award.

This Agreement is not assignable, delegable, sublicensable or otherwise transferable by any party in whole or in part without the prior written consent of the other party. Any transfer, assignment, delegation or sublicense by a party without such prior written consent is invalid and could result in immediate termination of the contract.

Liability Insurance Requirements

The following outlines liability insurance requirements for all LCCS Provider Contracts:

I. General (excluding Professional Liability) The Provider shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Provider's operations under the contract, whether such operation be by the Provider or by any sub-provider(s) or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable including, but not limited to, claims for indemnification – See Article V.

II. Insurance Limits – The minimum limits of insurance required under this contract shall not be less than:

A. Worker's Compensation – Statutory

1. (Elective) Employers' Liability including Ohio Stop Gap – \$100,000 each accident, \$100,000 disease – policy limit, \$100,000 disease – each employee.
2. The Provider waives any common law or statutory subrogation rights it may have against the County of Lucas, its officials, agents, servants or employees arising out of any workers' compensation law.

B. Commercial General Liability -- \$1,000,000 Bodily injury and property damage combined per occurrence and aggregate.

1. The County of Lucas, its officials, officers and employees shall be named as an additional insured – form ISO "CG20 26" or other similar endorsement acceptable to the County.
2. The Provider's insurance coverage shall be the primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be in excess of the Provider's insurance and shall not contribute with it.
3. Any self-insured retention or deductible insurance plans shall be the sole responsibility (without contribution or set off from the County) of the Provider.

C. Comprehensive Automobile Liability \$500,000. Bodily injury and property damage combined per occurrence (no aggregate).

III. Professional Liability Insurance

- A. The Provider and any sub-provider(s) employed by it shall be responsible to obtain and maintain their own Professional Liability Insurance in which they shall be the named insured.
- B. Insurance Limits - Minimum \$1,000,000 each claim and \$2,000,000 aggregate.

IV. Certificate of Insurance

- A. A Certificate of Insurance shall be filed with the County of Lucas acceptable to the County.
- B. A copy of the Provider's current Certificate of Premium Payment issued by the State of Ohio, the Industrial Commission and Bureau of Worker's Compensation, shall be provided to the County.
- C. The Provider shall be responsible to maintain all required insurance and to see that the county receives renewal certificates a minimum of ten (10) days in advance of any policy expiration date.

V. Indemnity

- A. Professional Liability
 - 1. Relative to any and all claims, losses, damages, liability and costs, the Provider agrees to indemnify and save the County of Lucas, its officials and employees (herein after "County") harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Provider or its employees.
- B. Non-Professional Liability (General)
 - 1. To the fullest extent permitted by law, the Provider shall indemnify and hold harmless the County of Lucas, its officers, officials and employees (herein after "County"), or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of the acts or omissions of the Provider, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by the acts or omissions of the Provider, any sub-provider(s) of the Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may deem liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph B 1. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by Ohio Revised Code Section 2305.31.
 - 2. It is expressly understood and agreed that these indemnification obligations are enforceable to the full extent permitted by Ohio Revised Code Section 2305.31. In any and all claims against the County by any employee of the Provider, any sub-provider(s) of the Provider, agent, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Provider hereby expressly waives the immunity provided to Provider by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code Section 4123.74 and 4123.74I, all regarding workers' compensation immunity, so that this indemnification obligation may be enforced by the

County of Lucas against Provider in those instances.

C. If the Provider subcontracts any part of its contract with the County, the Provider shall require its sub-provider(s) to indemnify the County of Lucas in accord with Article V.

VI. Provider Responsibility - The Provider expressly understands that the insurance requirements as outlined above are minimum requirements to be met under the contract and does not in any manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Provider and/or its subcontractor(s).

The contract shall be terminated and the obligations hereunder extinguished immediately upon written notice to the Provider by the Executive Director of LCCS in the event the Provider:

- Fails to maintain any licensure, certification, or eligibility for certification required by the contract and/or state law;
- Engages in any activity likely to impair or damage the credibility and reputation of the Provider and/or LCCS in the community;
- Willfully fails to perform the obligations of the contract, or fails to be timely available for such performance.

Contract Requirements

The successful Vendor will provide instruction on installation, integration and usage of the software program.