ADTS #51123

OHIO DEPARTMENT OF HEALTH

Ohio Critical Access Hospitals (CAH) and Emergency Medical Services (EMS) Collaborative Projects

Request for Proposals (RFP)

RFP Number: Fam-32441

Notice: This RFP is not an offer or a contract. Bidder's written response to this RFP offering shall be considered as a formal offer to provide the services requested in this RFP.

This RFP is issued pursuant to the Medicare Rural Hospital Flexibility (Flex) Program Grant.

FFATA (Federal Funding Accountability and Transparency Act) federal regulations apply to this RFP. All subgrantees or subcontractors receiving federal grant awards or contracts must have a DUNS (Data Universal Numbering System) Number and be registered with the CCR (Central Contractor Registration).

Proposals received after the due date and time will not be evaluated

Ohio Department of Health
Division of Family and Community Health Services
Primary Care and Rural Health Program
246 North High Street
Columbus, Ohio 43215

Release Date: October 14, 2011
Response Due Date: November 17, 2011

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1. Introduction

The State Office of Rural Health (SORH) is seeking services from up to three critical access hospitals (CAHs) that can document the process and findings of collaborative projects with at least one Emergency Medical Services (EMS) in CAH communities. ODH is looking for "best practices" on how CAHs can collaborate with EMSs in rural communities to improve health care.

The bidder should clearly identify its collaborative partners, which should include at least one CAH (as the bidder), one EMS that serves the identified CAH community. The bidder should also clearly define the service area for all collaborative partners. The final product and outcome for the project should be a brief summary of the process of collaboration, details of the health related collaborative project, the roles of the collaborative partners described, and the impact that the project had on the community served. Collaborative projects can include (but are not limited to) health information system development, patient safety, and/or quality improvement.

ENCOURAGING DIVERSITY, GROWTH AND EQUITY (EDGE). ODH is committed to making more state contracts, services, benefits and opportunities available to small socially and economically disadvantaged Ohio businesses. EDGE is a contract assistance program designed to assist such businesses by facilitating access to state government contracts and business services for businesses certified in the program. For more information regarding EDGE and EDGE certification requirements, including a list of certified EDGE firms, please visit the DAS Equal Opportunity Division Web site at: http://das.ohio.gov/Eod/Edge/Index.htm. Additional information is also available at the DAS Office of Procurement Services Web site at: http://www.ohio.gov/procure.

2. Project Background

The Ohio Medicare Rural Hospital Flexibility (Flex) Program supports improvements in the quality of health care provided in communities served by CAHs and efforts to improve the financial and operational performance of CAHs and communities in developing collaborative regional and local delivery systems.

The Ohio CAH EMS Project seeks to improve the quality of health care provided in communities served by CAHs and to support communities in developing and documenting collaborative regional and local delivery systems. In rural Ohio, EMSs play an important role in the local health care delivery system while serving Medicare beneficiaries. The SORH aims to document projects where CAHs will work with their local EMS provider to deliver needed services to their community for its federal funder.

3. Contract Award, Negotiations and Duration

Contingent upon the availability of funds and approval by the Director of Health, three contracts will be awarded. The resultant contracts shall be in effect from approximately

December 20, 2011 through August 31, 2012. The total dollars available for this project is $18,750 to fund up to three projects.

The successful bidder will be required to contract with ODH to perform the work and deliver the deliverables as set forth in a contract substantially similar to the sample in Attachment A. ODH may, but is not required, to negotiate with the potential successful bidder. The potential successful bidder shall negotiate in good faith.

4. Qualifications of the Bidders

4.1 Qualified bidders are Ohio CAHs.

4.2 Qualified bidders must also have written agreements with one EMS provider, identifying their collaborative roles.

4.3 Contractors must be in compliance with Executive Order 2011-12K for the work that the Contractor is proposing to do under this RFP.

4.4 Contractors are not qualified if they are subject to a finding for recovery under section 9.24 of the O.R.C. except if they have taken the appropriate remedial steps required under section 9.24 of the O.R.C. or otherwise qualifies under that section.

4.5 Contractors are not qualified if they are debarred or suspended from entering into state of Ohio contracts pursuant to section 125.25 of the O.R.C.

5. Project Scope of Work and Deliverables

The successful bidder(s) shall perform all of the following activities for which there is an executed contract in consultation with, and with the approval of, the ODH Contract Manager:

5.1 Scope of Work

5.1.1 For the period December 20, 2011 through August 31, 2012.

5.1.1.1 Correspond with the SORH monthly with regards to assignments and progress of collaborative project.

5.1.1.2 Contractor shall identify the framework and structure of the project including a work plan with goals and objectives.

5.1.1.3 Contractor shall prepare a final report to SORH, which should include a detailed summary of the process of collaboration, details of the health related collaborative project, the roles of the collaborative partners described, and the impact that the project had on the community served.

5.1.1.4 Contractor shall communicate to the public the impact that the collaborative project has on the identified community. This can include success stories or the identification of future projects needed in the community.

5.1.2 Deliverables

5.1.2.1 Deliver to SORH by January 15, 2012 a detailed outline and justification of the process by which collaborative partnerships will be formed, a list of the collaborative partners and an explanation of the roles of the collaborative partners.

5.1.2.2 Deliver to SORH by January 15, 2012 a report detailing the overall purpose, vision and expected outcomes of the collaborative health related project. This should also identify, if necessary, areas of possible concern with accomplishing the task of the project.

5.1.2.3 Deliver to SORH by January 30, 2012 a complete work plan that includes a complete set of goals, objectives, and activities of the collaboration project.

5.1.2.4 Deliver to SORH by May 28, 2012 a draft report summarizing the preliminary findings of the collaborative health related project as it relates to the desired outcomes in the work plan.

5.1.2.5 Deliver to SORH by August 31, 2012 a finalized report including an analysis and summary of the impact that collaboration project had on the CAH community. This finalized report should also include recommendations for future projects such as areas of training and education or areas that may need additional exploration.

5.1.2.6 Deliver to SORH by August 31, 2012 a copy of a press release, newsletter or newspaper article informing the public about the project and its impact on the identified community.

6. Proposal Format

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All bidders shall submit a proposal directly responsive to the terms and conditions of this RFP. If a bidder chooses to submit an alternative proposal, the bidder must, at the same time, submit a proposal directly responsive hereto for any alternative proposal to even be considered. Such alternative proposal shall clearly identify why the acceptance of the proposal would be advantageous to ODH. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to ODH shall be clearly identified and explicitly defined. ODH reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements. Proposals shall be submitted with an original with three copies and an electronic version in Microsoft Word. Proposals shall contain the sections listed below separated by tabbed and labeled dividers.

6.1 Addenda to the RFP

6.1.1 If ODH decides to revise this RFP before the proposal due date, addenda will be announced on the Ohio Gateway Web site. When an addendum to this RFP is necessary, ODH may extend the proposal due date through an announcement on the Ohio Gateway Web site. Addendum announcements may be provided any time before 5:00 p.m. on the day before the proposal is due. It is the responsibility of each prospective bidder to check for announcements and other current information regarding the RFP.

6.1.2 After the submission of proposals, addenda will be distributed only to those bidders whose submissions are under active consideration. When ODH makes an addendum to the RFP after proposals have been submitted, ODH will permit bidders to withdraw their proposals. This withdrawal option will allow any bidder to remove its proposal from active consideration should the bidder feel that the addendum changes the nature of the transaction so much that the bidder's proposal is no longer in its interests. Alternatively, ODH may allow bidders that have proposals under active consideration to modify their proposals in response to the addendum.

6.1.3 If, however, ODH makes an addendum after the proposal due date, ODH will tell all bidders whose proposals are under active consideration whether they have the option to modify their proposals in response to the addendum. Any time ODH amends the RFP after the proposal due date, a bidder will have the option to withdraw its proposal even if ODH permits modifications to the proposals. If the bidders are allowed to modify their proposals, ODH may limit the nature and scope of the modifications. Unless otherwise stated in ODH's notice, modifications and withdrawals must be made in writing and must be submitted within 10 business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to ODH at the address and in the same manner required for the submission of the original proposals. Any modification that is broader in scope than ODH has authorized may be rejected and treated as a withdrawal of the bidder's proposal.

6.2 Proposal Cover Sheet shall contain the following:

6.2.1 Bidder's name, address and federal tax identification number;

6.2.2 Name of bidder's contact person, title, address, telephone and fax numbers and e-mail address;

6.2.3 Amount of total bid; and

6.2.4 RFP number and project title.

6.3 Table of Contents

6.4 Technical Proposal

6.4.1 Profile of the Bidder

6.4.1.1 The technical proposal shall include a description of the bidder's experience and expertise conducting similar projects. The description must include how the bidder meets the qualifications in section 4, Qualifications of the Bidders, above.

6.4.1.2 The technical proposal shall identify and describe the bidder's experience and include success stories as an example of the bidder's capacity.

6.4.1.3 The technical proposal shall include identification and qualifications of key project personnel, their responsibilities to the project and include their resumes.

6.4.1.4 The technical proposal shall include a list of three (3) references (other than ODH) by previous users of the bidder's services in performing similar projects, including contact names and appropriate phone numbers. ODH may, at its sole discretion, contact the references. There is no obligation on the part of ODH to contact any reference.

6.4.1.5 The technical proposal shall include identification and description of the bidder's subcontractors to be used, if any. Subcontractors must be approved by ODH. However, the bidder may subcontract without ODH's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in the Scope of Work or Deliverables in this RFP, but which are required for its satisfactory completion.

6.4.1.6 The technical proposal shall include a description of the bidder's Affirmative Action activities and program.

6.4.1.7 The technical proposal shall include at least one sample of a project final report as a writing sample.

6.4.2 Project Implementation

6.4.2.1 The bidder shall provide ODH with a proposed detailed plan description of how all of the requirements specific to this project will be implemented, including each item under section 5, Project Scope of Work and Deliverables. All the tasks outlined in section 5, Project Scope of Work and Deliverables, must be clearly identified and discussed. Responses should address and specify the exact section number as described in this document. For example, bidders should specify section number 5.1.1.2 when discussing identifying and establishing its purpose and mission of the project.

6.4.2.2 The bidder shall provide ODH with a proposed framework and structure of the project including a work plan with goals, objectives, activities, and time lines.

6.4.2.3 The bidder shall provide a description of the location and principal office from which the work is to be performed.

6.4.2.4 The bidder shall provide identification of the amount of time that lead and key project personnel will be expected to work on the project.

6.4.2.5 The bidder shall provide a description of contingency plans for completing the project, should the lead or key project personnel become unavailable for any reason.

6.4.2.6 The bidder shall provide identification of any anticipated difficulties in meeting the project specifications and a description of proposed solutions to these difficulties.

6.4.2.7 Bidders are cautioned that failure to submit the appropriate level of detail for the information required in the sections detailed herein will result in a determination that the bidder's proposal is non-responsive. Such a determination may result in ineligibility for contract award. If a requirement can be exceeded by the bidder, the proposal should state the degree to which the requirement will be exceeded and how this will be accomplished. If a requirement cannot be fully met, the bidder must state the reasons and must provide alternatives that can accomplish all the requirements specified.

6.4.2.8. Proposals should be prepared simply and economically, providing a straightforward, concise, yet complete description of the contractor's capabilities to satisfy the contract. Emphasis should be on completeness and on specificity and clarity of content.

6.4.2.9. Proposals should include documentation of the financial stability of the bidder in order to demonstrate the financial capacity to complete the project.

6.5 Cost Proposal

6.5.1 The bidder shall bid a fixed price by deliverable to be charged ODH for a brief summary of the process of collaboration, details of the health related collaborative project, the roles of the collaborative partners described, and the impact that the project had on the community served Submit the cost proposal in a separately sealed envelope.

6.6 Other submissions

6.6.1 The bidder shall include a statement that it does not take exception to the terms of the proposed contract. (Attachment A). If the bidder does take an exception, any

exceptions must be included in the bidder's proposal. Note: Taking exception to the terms of the contract or RFP may be grounds for eliminating the bidder from consideration for award of a contract.

6.6.2 IRS Form W-9 request for Taxpayer Identification Number and Certification – Enclosed is IRS Form W-9 (Attachment B). The bidder shall complete all applicable sections of the document including taxpayer type, a valid tax identification number, and signature of the authorized party. The information provided must match the information registered with the IRS. Should the bidder require additional assistance in completing the W-9 form, the bidder should contact the IRS at 1-800-829-1040.

6.6.3 Vendor Information Form (Attachment C) (OBM-3456-(rev. 5/2007). The bidder shall complete the Vendor Information Form in order to assure an accurate, up-to-date record of company information. The bidder shall verify all fields are complete. Additionally, the bidder shall verify that information contained on the IRS Form W-9 matches that provided on the Vendor Information Form, specifically, legal business name, taxpayer ID # (TIN), business type/business entity and address.

6.6.4 The Contractor must complete the Ohio Department of Health's Contractor Federal Funding Accountability and Transparency Act (FFATA) Reporting Form which is attached as Attachment A6 in accordance with the instructions included with the form.

7. Evaluation of Proposals

7.1 Initial Review:

The ODH procurement representative will review all proposals for their compliance with format requirements and completeness. The procurement representative normally rejects any incomplete or incorrectly formatted proposal, although he or she may waive any defects or allow a bidder to submit a correction. Any proposal that is not received by the due date will not be evaluated.

7.2 Committee Review of the Proposals:

The evaluation committee will evaluate each proposal that the procurement representative has determined is timely, complete and properly formatted. The evaluation will be according to the criteria contained in the RFP.

7.3 Proposal Evaluation Criteria:

In the proposal evaluation phase, the evaluation committee will rate the proposal submitted in response to the RFP based on the following criteria and weight assigned to

each criterion. If the bidder meets the mandatory requirements in section 7.4, Mandatory Requirements, the bidder's proposal will be included in the next part of the evaluation, i.e., Technical Criterion.

Any proposal that does not meet the mandatory requirements of the RFP will not be considered. All other proposals will be evaluated and scored according to the requirements of the evaluation criteria outlined below. In order to be considered for the project, each proposal must receive at least 60% of the total points available under the technical scoring component. Total technical points available are 100.

Each proposal that meets the 60% or better standard will be evaluated based on price. The proposal that is considered the best value or most advantageous to the State/ODH will be considered further for the award.

In the best-value approach, weighted technical evaluation factors are applied to rate proposals along with cost. Award is made to the offeror whose proposal represents the best value to the State/ODH.

7.4 Mandatory Requirements

Qualified bidders are designated as an Ohio CAH.

Yes or No

Qualified bidders must also have written agreements with an EMS provider identifying their collaborative roles.

Yes or No

Evaluation Committee must document how bidder meets or does not meet the mandatory requirement.

7.5 The scale below (0 – 5) will be used to rate each proposal on the technical criteria.

Does Not Meet (0) – Proposal does not comply with the requirements. Document shortfall or what is missing in the response.

Weak (1) – Response does not substantially meet the requirements. Document shortfalls or what is missing in the response.

Moderate (2) – Proposal meets most of the requirements, however, is weak in some areas. Document the weakness/what is missing. Also, document what is good.

Meets (3) – Proposal generally meets the requirements. Document how proposal meets requirements.

Strong (4) – Proposal exceeds requirements. Document how response exceeds the requirements.

Greatly Exceeds (5) – Proposal significantly exceeds requirements. Document how response greatly exceeds. ["Requirements" are the measurable here.]

Technical Requirements, Evaluation and Scoring: Each Proposal will be scored and numerical technical point values will be assigned according to the criteria listed.

TECHNICAL CRITERION	Weight	Rating (0-5)
Qualifications and Experience of Project Personnel assigned to project	35	
Technical Approach – overall understanding	15	
Project Plan and Process to meet deliverable requirements i.e. overall quality of technical proposal	30	
Designated as an Ohio CAH.	10	
Have agreement with an EMS collaborative partner.	10	
Total Technical Score	100	

The preference designated in the Buy Ohio Guidelines as codified in Ohio Administrative Code section 123:5-1-06 will apply to the evaluation of proposals under this RFP.

Based on the evaluation committee's evaluation of the proposals and cost, a recommendation of selection will be sent to the Director of the Ohio Department of Health. The Director will make a selection and his decision is final.

8. Submission of Proposals

8.1 To be considered, an original and three copies of the proposal must be submitted no later than 4:00 p.m. on November 17, 2011. No FAX proposals will be accepted. Proposals may be mailed or delivered to:

Ohio Department of Health
Office of Financial Affairs
Attention: Paul Maragos
246 North High Street, 4th Floor
Columbus, Ohio 43215

8.2 From the issuance date of this RFP, until a contract is awarded to a bidder, there shall be no communications concerning the RFP between any bidder who expects to submit a proposal and any employee of ODH involved in the issuing of the RFP, or other state

employee who is in any way involved in the ODH project. The only exception to this prohibition is communications provided through the submission of written questions per section 8.3 below and, if required, communications in a bidder interview.

8.3 If a Contractor finds any perceived conflict, error, omission or discrepancy in the RFP documents, the Contractor shall submit a written request for interpretation. Questions can be submitted using the Ohio Department of Administrative Services (DAS) website where the RFP is located. All questions must be submitted by 4:00 pm on November 1, 2011. Answers to the questions will be posted to the DAS website: http://procure.ohio.gov/proc/searchProcOpps.asp by November 3, 2011. In order to submit and see responses to questions, you need to search for the procurement number for this item, which is DOH-Fam32441. Telephone inquiries will not be accepted.

9. Protest Procedure

9.1 Any potential, or actual, bidder objecting to an award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract or any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

9.2 The protest shall be in writing and shall contain the following information;

9.2.1 The name, address, and telephone number of the protestor;

9.2.2 The name and number of the RFP being protested;

9.2.3 A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;

9.2.4 A request for a ruling by ODH;

9.2.5 A statement as to the form of relief requested from ODH; and

9.2.6 Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

9.3 A protest shall be considered timely by ODH, if ODH's Office of General Counsel received it within the following periods:

9.3.1 A protest based upon alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 4:00 p.m. the closing date for receipt of proposals, which is November 17,2011.

9.3.2 If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 pm of the tenth (10th) business day after the issuance of the intent to award.

9.4 An untimely protest may be considered by ODH if ODH determines that the protest raises issues significant to ODH's procurement system. An untimely protest is one received by ODH's Office of General Counsel after the time period set forth in sections 9.3.1 and 9.3.2.

9.5 All protests must be filed with the following:

Chief Legal Counsel
Ohio Department of Health
246 North High Street, 7th floor
Columbus, Ohio 43215

9.6 When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODH determines that a delay will severely disadvantage ODH. The bidder(s) who would have been awarded the contract shall be notified of the receipt of the protest.

9.7 ODH shall issue written decisions on all timely protests and shall notify any bidder who filed an untimely protest as to whether or not the protest will be considered.

10. Certifications

10.1 Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA). The Offeror being awarded this Contract must be registered with the Ohio Business Gateway (OBG) at http://obg.ohio.gov to file for DMA pre-certification; if you are not already registered you must:

a. Register with the Ohio Business Gateway (OBG) at:

http://obg.ohio.gov

b. Review the Terrorist Exclusion List at:

http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf

c. Complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form at:

http://www.publicsafety.ohio.gov/links/HLS0038.pdf

Submit a hardcopy of this completed form with your RFP response. You must then return to the OBG and complete the form for online submission under "Electronic

Filing." It is important that you submit the DMA form online at OBG and in hardcopy with the Proposal.

Failure to complete the certification may result in the Offeror being deemed not responsive and/or may invalidate any Contract award. If not submitted with the proposal response, the Offeror will have seven (7) calendar days, after notification, to submit the form.

10.2 Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx

Copies of approved Affirmative Action plans shall be supplied by the Offeror as part of its Proposal or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the EOD office.

10.3 Executive Order 2011-12K

10.3.1 The Bidder shall affirm as a condition of award of a contract that it has read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of the resultant contract, and shall perform no services required under that contract outside of the United States.

The Bidder also as a condition of award of a contract affirm, understand, and agree to immediately notify the ODH of any change or shift in the location(s) of services performed by the Bidder or its subcontractors under the resultant contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

11. Other Conditions

11.1 ODH is under no obligation to pay any costs incurred in the preparation of proposal submissions.

11.2 ODH reserves the right to reject any and all proposals where the bidder fails to meet the terms and conditions of the RFP including, but not limited to, standards, specifications, and requirements.

11.3 ODH may cancel and/or re-issue the RFP, in whole or in part, when the services offered are not in compliance with the requirements, specifications, and terms and conditions set

forth in the RFP, or pricing offered is considered to be excessive in comparison with existing market conditions or exceeds the available funds of ODH, or it is determined that award of a contract would not be in the best interests of ODH and/or the State.

11.4 ODH reserves the right to waive minor defects and to provide bidders with the opportunity to correct material defects when no prejudice to the rights of other bidders or the public will result. Bidders shall be afforded fair and equal treatment regarding any clarification and/or correction.

11.5 ODH reserves the right to amend or withdraw the RFP any time prior to the award of a contract. The bidder may withdraw a response/proposal to the RFP any time prior to the award of a contract.

11.6 All products which result from the proposed contractual agreement will be the sole property of ODH.

11.7 All bids will be considered firm and in the event a contract ensues as a result of this RFP, the bidder selected will be required to fulfill the contractual obligations at the amount quoted in the bidder's cost proposal.

11.8 Pursuant to section 149.43 of the ORC, the proposal may be considered a public record and be released upon request, but not before the closing and evaluation of bids pursuant to section 125.071(C) of the ORC.

11.9 ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to the successful bidder or bidders concerning the performance of the work described in the RFP and/or the contract. Upon such notice and within ten (10) days after receipt of instructions, the successful bidder shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by ODH and the successful bidder that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in the RFP and/or the contract. They are not intended to amend or alter the RFP and/or contract or any part thereof.

11.10 The state reserves the right not to award a contract under this RFP. The state reserves the right to award only one or multiple contracts under this RFP.

12 – Attachments

A- Sample contract

PERSONAL SERVICE CONTRACT
By and Between
THE OHIO DEPARTMENT OF HEALTH
and
TBD

PREAMBLE

The Ohio Department of Health (hereinafter referred to as **"ODH"**), whose address is 246 North High Street, Columbus, Ohio 43215, and TBD (hereinafter referred to as the **"CONTRACTOR"**), whose address is TDD, hereby enter into this contract. For the purposes of this contract, the term "party" means **ODH** and the **CONTRACTOR** respectively and "parties" means **ODH** and **CONTRACTOR** collectively. **ODH** and **the CONTRACTOR**, in consideration of the mutual promises expressed below and intending to be legally bound, agree to the following provisions.

ARTICLE I
Scope of Work and Deliverables

A. The **CONTRACTOR** shall provide the services and perform the work as specified in the following:

1. Monthly reports to **ODH's** contract manager, Tina Turner, the Ohio Department of Health, 246 North High Street, Columbus, Ohio 43215 (Telephone Number 614-752-5133; FAX Number 614-995-4235).

2. Contractor should identify and establish purpose and mission of the project.

3. With guidance from the SORH the contractor should identify the framework and structure of the project including a work plan with goals and objectives.

4. Contractor shall prepare a final report to SORH, which should include detailed information about the project and its findings.

5. Contractor shall communicate to the public the impact that the collaborative project has on the identified community. This can include success stories or the identification of future projects needed in the community.

B. The **CONTRACTOR** shall furnish its own support staff and services as necessary for the satisfactory performance of the work described in **ARTICLE I**, **Section A**, above. Unless otherwise specified in this contract, **ODH** will not provide any staff, services, or material to the **CONTRACTOR** for the purpose of assisting the **CONTRACTOR** in the performance of this contract.

C. **ODH** may, from time to time as it deems appropriate, communicate specific instructions and requests to the **CONTRACTOR** concerning the performance of the work described in this contract. Upon such notice and within ten (10) days after receipt of instructions, the **CONTRACTOR** shall comply with such instructions and fulfill such requests to the satisfaction of **ODH**. It is expressly understood by the parties that these instructions and requests are for the sole purpose of ensuring satisfactory

completion of the work described in this contract. They are not intended to amend or alter this contract or any part thereof. All such instructions and requests shall be communicated to the **CONTRACTOR** by the **ODH** contract manager.

D. The **CONTRACTOR** shall consult with the **ODH** contract manager as necessary to assure mutual understanding of the work to be performed and the satisfactory completion thereof.

ARTICLE II
Time of Performance

A. Upon approval by the Director of **ODH** and, if required, the Controlling Board, this contract shall be in effect from TBD or upon execution by both parties, whichever is later, through TBD, unless this contract is suspended or terminated pursuant to **ARTICLE X** prior to the termination date.

B. It is expressly understood by both **ODH** and the **CONTRACTOR** that this contract shall not be valid and enforceable until the Director of the Office of Budget and Management certifies, pursuant to section 126.07 of the Ohio Revised Code (O.R.C.), that there is a balance in the appropriation not already encumbered to pay obligations resulting from this contract.

C. The **CONTRACTOR** shall neither perform work nor submit an invoice for payment for work performed under this contract for any time period prior to receipt of written notification from the **ODH** contract manager that the requirements of section 126.07 and, if applicable, section 127.16 of the O.R.C. have been met.

D. The **CONTRACTOR** shall neither perform work nor submit an invoice for payment for work performed under this contract for any time period after the termination date set forth in **ARTICLE II, Section A**, above.

ARTICLE III
Compensation for Services

A. The **CONTRACTOR** understands and the parties agree that the fees or rates charged for the work specified in **ARTICLE I** includes an allocation by the **CONTRACTOR** of the **CONTRACTOR's** costs to enable the **CONTRACTOR** to perform work at the location(s) specified in **ARTICLE I.** For purposes of this contract, **ODH** shall not separately reimburse **CONTRACTOR** for expenses related to travel.

ARTICLE IV
Independent Contractor

A. No agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. Inasmuch as **ODH** is interested in the **CONTRACTOR's** end product, **ODH** does not control the manner in which the **CONTRACTOR** performs this contract. **ODH** is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123 and 4141 of the O.R.C., respectively. In addition, the **CONTRACTOR** assumes responsibility for tax liabilities that result from compensation paid to the **CONTRACTOR** by **ODH**. **ODH** will report any payment made under this contract to the Internal Revenue Service on Form 1099.

B. No provision contained in this contract shall be construed as entitling the **CONTRACTOR** to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available

to employees of **ODH** or to become a member of the Public Employees Retirement System (Chapter 145. of the O.R.C.).

C. The **CONTRACTOR** 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 the **CONTRACTOR** becomes disqualified from conducting business in Ohio, for whatever reason, the **CONTRACTOR** shall immediately notify **ODH** of the disqualification.

D. The **CONTRACTOR** certifies that the **CONTRACTOR** is not federally debarred from participating in government contracts funded by federal money as described in 2 Code of Federal Regulations (C.F.R.) §180.220. If at any time during the contractual period the **CONTRACTOR** is federally debarred from participating in government contracts funded by federal money, for whatever reason, the **CONTRACTOR** shall immediately notify **ODH** of the debarment.

ARTICLE V
Conflict of Interest and Ethics Laws

A. The **CONTRACTOR** hereby covenants that neither the **CONTRACTOR** nor any officer, member or employee of the **CONTRACTOR** has any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract.

B. Neither the **CONTRACTOR** nor any officer, member or employee of the **CONTRACTOR** shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.

C. The **CONTRACTOR** shall not promise or give to any **ODH** employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. The **CONTRACTOR** shall not solicit an **ODH** employee to violate any **ODH** rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04 or 2921.42 of the O.R.C.

D. The **CONTRACTOR** hereby covenants that the **CONTRACTOR** and any officer, member or employee of the **CONTRACTOR** are in compliance with section 102.04 of the O.R.C. and that if the **CONTRACTOR** is required to file a statement pursuant to section 102.04(D) (2) of the O.R.C., such statement has been filed with the **ODH** General Counsel in addition to any other required filings.

E. The **CONTRACTOR** hereby certifies compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the O.R.C.

F. The **CONTRACTOR** hereby certifies and affirms that, as applicable to the **CONTRACTOR**, no party listed in Division (I) or (J) of section 3517.13 of the O.R.C. or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of $1,000.00 to the Governor or to his campaign committees. If it is determined that the **CONTRACTOR's** certification of this requirement is false or misleading, not withstanding any criminal or civil liabilities imposed by law, the **CONTRACTOR** shall return to **ODH** all monies paid to the **CONTRACTOR** under this contract. The provisions of this section shall survive the expiration or termination of this contract.

G. In accordance with the Governor's Executive Order 2007-01S, **CONTRACTOR**, by signature on this contract, certifies: (1) **CONTRACTOR** has reviewed and understands the Governor's Executive Order 2007-01S; (2) **CONTRACTOR** has reviewed and understands the Ohio ethics and conflict of interest laws; and (3) **CONTRACTOR** will take no action inconsistent with those laws and this Executive Order. The **CONTRACTOR** understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts or grants with the State of Ohio.

ARTICLE VI
Equal Employment Opportunity

A. In carrying out this agreement, the **CONTRACTOR** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section 125.111 of the O.R.C., in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.

B. The **CONTRACTOR** shall incorporate the foregoing requirements of **ARTICLE VI, Section A** in all of its contracts for performance of any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

ARTICLE VII
Records, Documents and Information

All records, documents, writings or other information produced or used by the **CONTRACTOR** in the performance of this contract shall be treated according to the following terms:

A. All **ODH** information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by **CONTRACTOR**. Where there is a question as to whether information is public or private, **ODH** shall make the final determination. The **CONTRACTOR** shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. The **CONTRACTOR** agrees to be bound by the same standards of confidentiality that apply to the employees of **ODH** and the State of Ohio. The terms of this section shall be included in any subcontracts executed by the **CONTRACTOR** for work under this contract.

B. All proprietary information of the **CONTRACTOR** shall be held to be strictly confidential by **ODH**. Proprietary information is information which, if made public, would put the **CONTRACTOR** at a disadvantage in the market place and trade of which the **CONTRACTOR** is a part. The **CONTRACTOR** is responsible for notifying **ODH** of the nature of the information prior to its release to **ODH**. **ODH** reserves the right to require reasonable evidence of the **CONTRACTOR's** assertion of the proprietary nature of any information to be provided.

C. All records relating to costs, work performed and supporting documentation for invoices submitted to **ODH** by the **CONTRACTOR** shall be retained and made available by the **CONTRACTOR** for audit by the State of Ohio (including, but not limited to, **ODH**, the Auditor of the State of Ohio, the Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this contract. If an audit, litigation, or other action is initiated during this time period, the **CONTRACTOR** shall

retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.

ARTICLE VIII
Rights in Deliverables, Data and Copyrights

Any property acquired or work produced by the CONTRACTOR under this contract shall be the CONTRACTOR's property. The CONTRACTOR expressly agrees, however, that ODH shall have a royalty free, nonexclusive and irrevocable right to reproduce, publish, and otherwise use the information (excluding the examination) and data the CONTRACTOR is required to report under this contract. The CONTRACTOR also agrees that the provisions of this paragraph shall survive the cancellation, termination, or expiration of this contract. The CONTRACTOR shall not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.

ARTICLE IX
Disclosure of Personal Health Information

A. **CONTRACTOR** hereby agrees that the information provided or made available by **ODH** shall not be used or disclosed other than as permitted or required by the contract or as required by law. **CONTRACTOR** will establish and maintain appropriate safeguards to prevent any use of disclosure of the information, other than as provided for by this contract [ref. 45 C.F.R.164.504(e)(2)(ii)(A)(B)]. **CONTRACTOR** shall immediately report to **ODH** any discovery of use or disclosure of information not provided for or allowed by the contract.

B. **CONTRACTOR** hereby agrees that anytime information is provided or made available to any subcontractor or agent, **CONTRACTOR** must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this contract. **CONTRACTOR** must obtain **ODH** approval prior to entering into such agreements. Further, **CONTRACTOR** agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of **CONTRACTOR's** obligations under this contract.

ARTICLE X
Suspension and Termination

A. **ODH** may suspend or terminate this contract for any reason thirty (30) days after delivery of written notice to the **CONTRACTOR**. **ODH** may suspend or terminate this contract immediately after delivery of written notice to the **CONTRACTOR** if **ODH**:

1. Discovers any illegal conduct on the part of the **CONTRACTOR**; or

2. Discovers a violation of **ARTICLE V** or **ARTICLE XV**

B. The **CONTRACTOR**, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this contract, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as **ODH** may require.

C. Either party may cancel this contract at any time if the party gives the other party at least one hundred twenty (120) days' advance written notice, transmitted by certified mail or personal delivery.

ARTICLE XI
Breach or Default

A. Upon breach or default by the **CONTRACTOR** of any of the provisions, obligations or duties embodied in this contract, **ODH** may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and **ODH** retains the right to exercise all remedies hereinabove mentioned.

B. If **ODH** or the **CONTRACTOR** fails to perform an obligation or obligations under this contract and thereafter such failure is waived by the other party, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by **ODH** shall not be effective unless it is in writing and signed by the **ODH** contract manager.

ARTICLE XII
Amendments

This writing constitutes the entire agreement between the parties with respect to all matters herein. This contract may be amended only by a writing signed by both parties. However, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this contract, without the necessity for executing written amendments. Any written amendments to this contract shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the parties.

ARTICLE XIII
Limitation of Liability

A. The **CONTRACTOR** holds **ODH** harmless from any and all liability, suits, losses, judgments, damages, or any other demands arising out of the actions or omissions of the **CONTRACTOR** while performing this contract.

B. **ODH's** liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the **CONTRACTOR** under **ARTICLE III** or the amount of direct damages incurred by the **CONTRACTOR**, whichever is less. The **CONTRACTOR's** sole and exclusive remedies for **ODH's** failure to perform under the contract shall be as set forth in this article. In no event shall **ODH** be liable for any indirect or consequential damages, including loss of profit, even if **ODH** knew or should have known of the possibility of such damages.

C. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of the contract due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties.

ARTICLE XIV
Assignment

The **CONTRACTOR** shall not assign any interest (including subcontracts) in this contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval

of **ODH**. Any such assignments or subcontracts shall be submitted for **ODH's** review 10 days prior to the desired effective date. Approval by **ODH** shall not be deemed to increase in any manner the total compensation provided for in this contract. Claims for compensation due or to become due the **CONTRACTOR** from **ODH** under this contract may be assigned to a bank, trust company, or other financial institution without **ODH's** approval if notice of any such assignment is promptly furnished in writing to **ODH**.

ARTICLE XV
Drug Free Workplace

The **CONTRACTOR** shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. The **CONTRACTOR** shall make a good faith effort to ensure that all employees of the **CONTRACTOR** do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

ARTICLE XVI
Good Standing

CONTRACTOR affirmatively represents and warrants to **ODH** that it is not subject to a finding for recovery under section 9.24 of the O.R.C. or that it has taken the appropriate remedial steps required under section 9.24 of the O.R.C. or otherwise qualifies under that section. **CONTRACTOR** further affirmatively represents and warrants to **ODH** that it is not debarred or suspended from entering into state of Ohio contracts pursuant to section 125.25 of the O.R.C. and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R. 180.110. **CONTRACTOR** agrees that if this representation and warranty is deemed false, the contract will be void *ab initio* as between the parties to this contract, and any funds paid by **ODH** hereunder shall be immediately repaid to **ODH**, or an action for recovery may be immediately commenced by **ODH** for the recovery of said funds.

ARTICLE XVII
Insurance

CONTRACTOR will provide the following insurance at its own expense:

A. Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this contract will be done. **CONTRACTOR** will also maintain employer's liability insurance.

B. Personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with personal injury and bodily injury coverage.

ARTICLE XVIII
Compliance with O.R.C. § 2909.33 (C)

Check One Box:

□ The **CONTRACTOR** certifies that the **CONTRACTOR** does not receive funding in the aggregate amount greater than $100,000.00 annually from the state of Ohio, any instrumentality of the state of Ohio, and any political subdivision of the state of Ohio.

-OR-

□ The **CONTRACTOR** certifies that the **CONTRACTOR** is currently in compliance with section 2909.33(C) of the O.R.C. in that the **CONTRACTOR** has not and does not provide material assistance to any organization listed on the United States Department of State terrorist exclusion list or any such similar lists referenced in section 2909.33(C) of the O.R.C. "Material assistance" or "material support or resources" means currency, payment instruments, other financial securities, funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation, or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials. The **CONTRACTOR** further certifies that that the **CONTRACTOR** is not, nor has been, a member of any organization referenced above and that the **CONTRACTOR** shall notify **ODH** in any change of status regarding this certification. **CONTRACTOR** agrees that if this representation and warranty is deemed false, the contract will be void *ab initio* as between the parties to this contract and any funds paid to the **CONTRACTOR** shall be immediately repaid to **ODH** or an action for recovery may be immediately commenced by **ODH** for the recovery of said funds.

ARTICLE XIX
Construction

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the parties hereto in connection with disputes concerning validity and enforcement of this agreement. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this contract shall not be affected thereby, provided that the absence of the unenforceable provision does not render the performance of the remainder of the contract impossible.

IN WITNESS WHEREOF, the parties, by signing below, indicate their agreement to the above.

_____	_____
Date	Authorized Representative TBD Tax ID # TBD
_____	_____
Date	Theodore E. Wymyslo, M.D Director Ohio Department of Health

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

VENDOR INFORMATION FORM

All applicable parts of the form must be completed by the vendor and returned to Ohio Shared Services signed.

SECTION 1 – PLEASE SPECIFY TYPE OF ACTION

☐ NEW (W-9 OR W-8ECI FORM ATTACHED) ☐ ADDITIONAL ADDRESS (PROVIDE COPY OF INVOICE OR LETTER)

☐ CHANGE OF ADDRESS (PROVIDE ADDRESS TO BE REPLACED IN THE COMMENTS BOX ON NEXT PAGE)

☐ CHANGE OF TIN (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE ATTACHED)

☐ CHANGE OF NAME (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE ATTACHED)

☐ CHANGE OF PAYTERMS ☐ CHANGE OF CONTACT ☐ CHANGE OF PO DISPATCH METHOD

SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION

LEGAL BUSINESS NAME: (MUST MATCH W-9 OR W-8ECI FORM)

BUSINESS NAME, TRADE NAME, DOING BUSINESS AS: (IF DIFFERENT THAN ABOVE)

TAXPAYER ID # (TIN):

BUSINESS ENTITY: NOTE: IF SOLE PROPRIETOR, THE INDIVIDUAL'S NAME MUST APPEAR IN LEGAL BUSINESS NAME

☐ CORPORATION ☐ PARTNERSHIP ☐ SOLE PROPRIETOR

☐ NON PROFIT ☐ INDIVIDUAL

☐ OTHER (PLEASE EXPLAIN)

INDUSTRY CLASSIFICATION:

☐ STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE

☐ NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE

SECTION 3 – PLEASE PROVIDE COMPLETE ADDRESS

ADDRESS:		COUNTY:
CITY:	STATE:	ZIP CODE:

SECTION 4 – REMIT TO ADDRESS (IF DIFFERENT THAN ABOVE)

ADDRESS:

CITY: | STATE: | ZIP CODE:

SECTION 5 – CONTACT INFORMATION AND PERSON TO RECEIVE PURCHASE ORDER

NAME:

WEB SITE:

PHONE: | FAX: | E-MAIL:

SECTION 6 – IS YOUR BUSINESS CURRENTY CERTIFIED AS? (PLEASE CHECK)

☐ MBE (MINORITY BUSINESS ENTERPRISE) ☐ EDGE (ENCOURAGING DIVERSITY, GROWTH, & EQUITY) ☐ N/A

SECTION 7 – PAYMENT TERMS (PLEASE CHECK ONE, OTHERWISE NET 30 WILL BE APPLIED BY DEFAULT)

☐ 2/10 NET 30 ☐ NET 30 ☐ NET 45 ☐ NET 60 ☐ NET 90

SECTION 8 – PURCHASE ORDER DISTRIBUTION-OTHER THAN USPS MAIL (INPUT E-MAIL ADDRESS OR FAX # BELOW)

E-MAIL:

FAX:

SECTION 9 – PLEASE SIGN & DATE

SIGNATURE: | DATE:

SECTION 10 – AGENCY CONTACT INFORMATION

AGENCY NAME:

PHONE NUMBER: | E-MAIL:

COMMENTS:

SUBMIT FORM TO:

Mail: Ohio Shared Services
4310 E. Fifth Ave. Columbus, OH 43219
Fax number: (614) 485-1039
E-mail: vendor@ohio.gov

QUESTIONS? PLEASE CONTACT:

Phone: 1 (877) OHIO - SS1 (1-877-644-6771)
1 (614) 338-4781
E-mail: vendor@ohio.gov

STANDARD TERMS AND CONDITIONS

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

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The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

   _____ _____
   (Address) (City, State, Zip)

   Name/Principal location of business of subcontractor(s):

   _____ _____
   (Name) (Address, City, State, Zip)

   _____ _____
   (Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

   _____ _____
   (Address) (City, State, Zip)

   Name/Location where services will be performed by subcontractor(s):

   _____ _____
   (Name) (Address, City, State, Zip)

   _____ _____
   (Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

_____	_____
(Address)	(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

Attachment A-6 Instructions

Guidance regarding the completion of Attachment A-6, the Ohio Department of Health's Contractor Federal Funding Accountability and Transparency Act (FFATA) Reporting Form.

The Ohio Department of Health (ODH) is required to report all contracts of federal funds that are greater than $25,000. Contractors are subject to this requirement and these organizations are required to report certain information describing the agency and (under certain circumstances) the compensation of the five highest compensated officials. Attachment B is designed to capture this information to allow ODH to comply with FFATA reporting requirements. This information will be made available to the public via http://www.usaspending.gov/

Below please find the instructions for completing Attachment A-6.

1) Attachment B form must be submitted for each award of $25,000 supported by federal funds. Furthermore, a new form must be submitted if there is a change in any of the form's data fields.
2) All of the data entry fields have size and format limitations. These limitations have been established by the U.S. Office of Management and Budget (OMB). These limitations, by field, are contained in the two columns on the right side of the sheet.
   a) In the fields designated as "character", only alphabetic data should be entered.
   b) In the fields designated as "numeric", only numbers should be entered. Please do not enter other symbols (e.g. $ or dashes for telephone numbers).
   c) In the fields designated as "Free text entry", any combination of alpha, numeric, and symbols may be used.
3) Each field contains brief entry instructions.
4) The applicant is to complete all fields except those designated to be "Completed by ODH."
5) Lines #1, 2 and 13 require the entry of DUNS number information. All ODH contractors are urged to apply for a DUNS number and those subject to the FFATA reporting requirements are required to have a DUNS number . The following links may be used, respectively, to request a DUNS number and to register in the CCR system.

   http://www.dnb.com/us/duns update/.

   https://www.uscontractorregistration.com/

6) The compensation of the agency's five highest compensated officials must be reported if:
   a) 80% or at least $250,000 of the agency's revenue in its' previous fiscal year came from federal contracts or grants; and,
   b) The public does not have access to the compensation of the senior executives via section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a),78o(d) or section 6104 of the IRS Code of 1986. Below are the links to the SEC and IRS code sections.

http://www.law.cornell.edu/uscode/html/uscode15/usc_sup_01_15_10_2B.html

http://www.law.cornell.edu/uscode/html/uscode26/usc_sec_26_00006104----000-.html

7) Failure to complete and submit the attachment with the application will result in the disapproval.

Prepared 2/16/11

Attachment A-6
Ohio Department of Health Contractor
Federal Funding Accountability and Transparency Act (FFATA) Reporting Form

Submission Date _____/_____/_____

Contractor Data

1	DUNS #	
2	DUNS # plus 4	
3	Name	
4	DBA Name	
5	Address - Street # 1	
6	Address - Street # 2	
7	Address - Street # 3	
8	City	
9	State	
10	County (select from list of Ohio counties)	
11	Zip plus 4	
12	Congressional District	
13	Contractor - Parent DUNS #	
14	Amount of Contract	Completed by ODH
15	Contract Obligation/Action Date (i.e., date the NOA and/or Contract is signed/approved)	Completed by ODH
16	CFDA and Program Title	Completed by ODH
17	Federal Agency Name	Completed by ODH
18	Principal Place of Performance (PPP)- City (or County if as a whole)	
19	PPP - State	
20	PPP - County	
21	PPP - Zip + 4	
22	PPP - Congressional District	
23	Contract # (i.e., the project ID for sub-grants)	
24	Q1. In organization's previous FY did it receive (1) 80% from federal contracts; and (2) $25,000,000 or more from federal contracts? If yes, please see Q2.	
25	Q2. Does the public have access to compensation of senior excutives via the section 6104 of the IRS Code of 1986? If "yes", then the project is not required to report the compensation information. If "no" please enter the compensation information.	
26	1 of 5 highest compensated officials - Name	
27	1 of 5 highest compensated officials - Amount	
28	2 of 5 highest compensated officials - Name	
29	2 of 5 highest compensated officials - Amount	
30	3 of 5 highest compensated officials - Name	
31	3 of 5 highest compensated officials - Amount	
32	4 of 5 highest compensated officials - Name	
33	4 of 5 highest compensated officials - Amount	
34	5 of 5 highest compensated officials - Name	
35	5 of 5 highest compensated officials - Amount	
36	Project Description	Completed by ODH
37	Agency Director/President	

Attachment A-6
Ohio Department of Health Contractor
Federal Funding Accountability and Transparency Act (FFATA) Reporting Form

Submission Date _____/_____/_____

Contractor Data

38	Agency Program/Project Director	
39	Agency Phone Number	
40	Program Source/Treasury Account Symbol	Completed by ODH
41	Parent Agency CCR #	

Complete section below if Agency is not in the State of Ohio

42	If 'Other' County Selected, name of county outside of Ohio	
43	If 'Out of State' Congressional District Selected, provide State and Congressional District	
44	If 'Out of State' PPP - County	
45	If 'Out of State' PPP - Congressional District	