Ohio Department of Mental Health

Twin Valley Behavioral Healthcare
2200 West Broad Street
Columbus, Ohio 43223

Invitation to Bid
Plumbing Services

Invitation to Bid Number: **DMH14115**
Invitation to Bid Issued: **June 7, 2013**
Invitation to Bid Due: **June 21, 2013, by 2:00 PM**

A. Project Overview

Twin Valley Behavioral Healthcare is accepting bids to provide an hourly rate for licensed plumbing services at Twin Valley Behavioral Healthcare.

B. Scope of Work

- Anticipated Contract periods: FY14 - July 1, 2013 – June 30, 2014 and FY15 - July 1, 2014 – June 30, 2015.
- The bid should show hourly rate for above services during normal working hours, weekends and holidays and be accompanied by any written certifications. Invoices must be itemized to clearly reflect labor and materials separately (if any materials are used). Materials may be provided by TVBH (prior approval will be required if contractor is to provide any materials).
- TVBH will request and schedule services as needed. All planned work shall be performed during regular working hours (7:30 a.m. to 6:00 pm., Monday through Friday).
- Vendor shall provide "on call" service within two (2) hours of notification.
- Service during regular working hours shall be billed at regular hourly wage rates. Service during hours other than 7:00 a.m. to 6:00 p.m. shall be listed clearly to describe overtime and holiday rates. The Contractor must have adequate personnel and equipment to respond to emergencies 24 hours per day, 365 days per year.
- A written quote for work may be requested, and a purchase order will be assigned before work commences.
- All work shall be scheduled through the Maintenance Department and be performed Monday through Friday (7:30 am to 5:00 pm)

C. Vendor Requirements

- Vendor shall use trained personnel directly employed or supervised by Vendor's Company.
- State of Ohio Licensure &/or Certification for Vendor and all Technicians.
- The Vendor shall have a minimum of three (3) years' experience in plumbing work.

- The Vendor shall provide telephone and cell phone or pager numbers of proposed Supervisor and Company Principle, so that, TVBH may contact Vendor during the course of this project.
- Refer to "General Services Agreement" (attached) for requirements prior to executing the Agreement.

D. Bid Requirements

- All information requested shall be provided as specified. Failure to comply will void the bid.
- Vendors shall include submit their bid as follows:
  1. Vendor business or corporate letterhead paper including, federal tax ID Number, contact person, phone number, and signature
  2. Item No 1: Bid to indicate FY14 – Hourly Rates as follows: Business hours 7:00 am to 6:00 pm, Monday through Friday; Non-business hours 6:00 pm – 7:00 am, Monday through Friday and all day Saturday and Sunday, including Holidays.
  3. Item No. 2: Bid to indicate FY15 – Hourly Rates as follows: Business hours 7:00 am to 6:00 pm, Monday through Friday; Non-business hours 6:00 pm – 7:00 am, Monday through Friday and all day Saturday and Sunday, including Holidays.
- Request to change or alter an original bid must be received in writing, prior to the submittal deadline.

E. Specification Requirements

- A purchase order will be issued for the FY14 fiscal year with option of renewal for FY15; payment will be based on percent of the work complete.
- Any plant replacement will require the Vendor to obtain proper authorization prior to completing the work.
- Comply with TVBH "Contract Procedures" (attached)
- Comply with TVBH "Protected Information Agreement" (attached).

F. Evaluation of Proposals and Award of Contract

Proposals will be scored and point values given to the following criteria.

Technical Criterion	Weight	Rating (0 – 5)	Technical Score
References	25		
Experience	25		
Lump Sum Rate	25		
Certification/Licensure	25		
Total Weight	100		

G. Submission of Proposal

Electronic bids must be sent to DMHBidOpportunity@mh.ohio.gov. Original bid may be sent via U.S. mail to: Robert Bardelang, Twin Valley Behavioral Healthcare, Lavelle Building, 2200 West Broad Street, Columbus, Ohio 43223. The bid number **DMH14115** must be clearly marked on the sealed envelope and submitted on company letterhead before 2:00 PM on **June 21, 2013.** Bids must include: vendor name, address, Federal Tax Identification number, contact person, phone number, signature, total cost, all elements specified under Bid Requirements, and documentation identifying experience relevant to proposals.

Questions regarding the Request for Proposal must be sent via the State of Ohio Procurement Website www.ohio.gov under the Request for Proposal submit inquiry.

Exhibit 1

Contract Parties:

ODMHAS
Facility/Division

Twin Valley Behavioral Healthcare
2200 West Broad Street
Columbus, Ohio 43223

Contractor

Compensation:

Scope of Work:

- The bid should show hourly rate for above services during normal working hours, weekends and holidays and be accompanied by any written certifications. Invoices must be itemized to clearly reflect labor and materials separately (if any materials are used). Materials may be provided by TVBH (prior approval will be required if contractor is to provide any materials).
- TVBH will request and schedule services as needed. All planned work shall be performed during regular working hours (7:30 a.m. to 6:00 pm., Monday through Friday). Vendor shall provide "on call" service within two (2) hours of notification.

Contractor/Vendor Procedures

Twin Valley Behavioral Hospital

Welcome to the TWIN VALLEY BEHAVIORAL HOSPITAL. To ensure TVBH can remain safe and secure, all contractors must follow these procedures:

1. For access to NON-PATIENT locked areas, contractor keys shall be obtained only with prior arrangements through the Plant Services/ Maintenance Department, Ext. **5301**
2. Contractors shall **Sign In/Out** at the Plant Services Department. Keys needed for accessing areas to perform work must also be signed out and returned to Plant Services Department when contractor signs out after work completion. Regular work hours are 7:30 AM to 4:00 PM Monday through Friday. Any work performed outside of the regular work hours must have prior approval by the Director of Plant Services or Chief Operating Officer. During long-term capital projects, keys will be issued to the contractor for the duration of the project. **All keys must be surrendered to Plant Services upon completion of projects**.
3. When entering locked areas ensure the area remains locked. Service area entry must be used when entering patient's living units. **DO NOT** let anyone out of a locked area. Staff members have keys for entry/exit of locked areas.
4. Ensure all tools and equipment are secured safely (lockable tool storage box) while on grounds. This also involves while work is in process, i.e. cutting blades, small hand tools etc.
5. Fire lanes must be maintained. If roadways need blocked, prior notice must be given to Protective Service Department. All vehicles and contents must be secured when unattended. This includes tools and materials.
6. In the case of utility interruptions, **three working day notice** must be given before any interruption. All requests shall include: when, what, where and how.
7. Fire alarm and/or sprinkler system interruptions must be reported in advance to the hospital's Protective Service/Safety Officer.
8. Any contractor who penetrates a rated fire or smoke separation wall to install conduit, ductwork, piping, or other material must seal the opening. An **above ceiling work permit** must be completed prior to closing up the area. All penetrations shall be fire stopped/sealed using the "3M" procedures and protocols. Record of completion of the work to be submitted to TVBH Safety Officer.
9. Contractor procedures for work area isolation/separation from occupied areas and dust control, are as follows:
    - Lead/Prime Contractor shall isolate HVAC in area of work. All supply and return air vents shall be covered with two layers of 6 mil flame retardant polyethylene.
    - Lead/Prime Contractor shall create an enclosed work area that is depressurized and has a minimum of two air changes per hour or two HEPA equipped filtration devices in operation at all times. Isolation includes, but is not limited to: flame retardant poly covering of all common spaces above and below ceiling; all barriers shall be framed w/ metal studs at a minimum of 24 inch on center; barriers shall be constructed out of flame retardant materials. Contractor to review drawings and specifications for other requirements. The contractor shall comply with the most stringent procedures.
10. All Contractors shall follow the Interim Life Safety measures and train all workers in those procedures/requirements. Contractor shall supply TVBH with documentation of training.
11. All stored materials shall be properly covered and no materials shall be exposed to outside

environment.

12 If cutting, sawing, or drilling is required as part of an installation, Contractor must use safeguards to ensure that dust is contained. Precautions should also be taken when transporting material and tools within the facility to contain dust and dirt that could increase risk of infection.

13 Project Isolation. Lead Contractor shall construct a one hour separation from slab to slab between the area of work and other occupied areas in the hospital

14 Noise Attenuation. Occupied areas adjacent to construction zones shall not exceed noise levels of 80db.

15 Movement of construction debris inside the hospital shall be in covered containers by contractor.

16 All traffic laws must be obeyed; foot traffic has the right of way on all roads.

17 It is the contractor's responsibility to comply with applicable OSHA requirements. A hot work permit is required for all torch cutting, welding, or brazing operations.

18 TVBH Columbus Campus a smoke free, tobacco free environment. Smoking or other tobacco use is not permitted on hospital grounds.

19 Any emergencies should be reported to the TVBH operator via in-house phones. **Dial 5555....Do not call 911 on a personal cellular phone.**

20 When working in patient occupied areas, a Plant Services/Maintenance staff person must accompany contractor personnel.

21 **Cameras are not permitted on grounds**. Prior authorization for camera use must be obtained from the CEO or Police Chief and communicated to Protective Services Department and be with a designated escort.

22 All patients must be provided treatment in a confidential environment. It is violation of Federal Law to disclose the identity of patients at TVBH, or disclose any information about the patients treated at TVBH to anyone outside of the hospital. Anyone found to have disclosed this type of information shall be prosecuted to the extent of the law.

23 Contractors and sub-contractors shall submit the following forms for any employee that works at TVBH: **Audit of Contractor and Volunteer Personnel and Assurance of Protected Health Information Agreement.**

24 In order to protect patient's confidentiality we ask individuals involved in capital and\or preventive maintenance projects who observe anything regarding patients and patient care not share information off of the hospital grounds. Interaction and conversation with patients is discouraged and must be kept at a minimum; however observation of patients involved in inappropriate activity should be brought to TVBH's attention.

25 The hospital appreciates your cooperation with these requirements. The hospital wishes to work with you to assure a safe well-completed project. Questions may be addressed to the Associate or Plant Services Director at extension 5301.

Contractor Acknowledgment: _____ Date:_____

Ohio Department of Mental Health and Addictions Services
General Services Agreement

This contract between (Vendor Name), hereinafter referred to as "Contractor," and the Ohio Department of Mental Health and Addiction Services (ODMHAS), hereinafter referred to as "ODMHAS," is entered into for the mutual benefit of each.

I. STATEMENT OF WORK

a. Contractor shall undertake the work and activities set forth in the Invitation to Bid, Request for Purchase, and Scope of Work, which is attached hereto as Exhibit I, and incorporated by reference as if fully written herein. Contractor shall consult with OODMHAS personnel and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

b. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or ODMHAS. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business.

c. Contractor shall furnish professional services performed in accordance with standards necessary for the satisfactory performance of the work hereunder. ODMHAS shall not be required to provide any training to the Contractor to enable it to perform services required hereunder. Contractor agrees that it does not have any authority to sign agreements, notes, and/or obligations or to make purchases and/or dispose of property for, or on behalf of, the State of Ohio or ODMHAS.

d. Unless stated otherwise in the Invitation to Bid, Request for Purchase, or Scope of Work, Contractor shall furnish its own support staff, materials, tools, equipment, and other supplies necessary for the satisfactory performance of the work hereunder. Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this contract, unless stated otherwise.

e. Any travel-related expenses incurred by the Contractor under this contract shall be at the Contractor's expense.

f. ODMHAS may, from time to time as it deems appropriate, communicate specific instructions and requests to Contractor concerning the performance of the work described in this contract. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work described herein remains with and is retained by the Contractor. ODMHAS retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the contract.

g. The Contractor must receive written approval from ODMHAS prior to entering into any subcontract or joint venture for the delivery of services required by this contract. If the Contractor enters into any agreement with a subcontractor, the Contractor is ultimately responsible for any and all actions or omissions by the subcontractor in the delivery of services under this contract.

   i. Throughout the term of this contract, the Contractor shall provide ODMHAS with copies of all current licensure, certification, and/or accreditation, including any renew or re-issuance thereof, for any employee or subcontractor, providing services under this contract.

   ii. The Contractor agrees that while operating in an ODMHAS facility, the Contractor and/or any employee or subcontractor of the Contractor, shall follow all applicable rules and regulations for that facility.

II. TIME OF PERFORMANCE

a. This contract shall **commence** on July 1, 2013 and shall **expire** on June 30, 2015.

b. In the event that the work hereunder is to be done in separate phases or tasks, each phase or task shall be completed within the time prescribed.

c. Upon the expiration of this contract, ODMHAS and the Contractor may renew this contract under the same terms and conditions stated herein. Such renewal shall be by written addendum executed by the both parties evidencing their agreement to renew the contract. In the event that the parties hereto do not execute an addendum evidencing the parties' agreement to renew this contract, the contract shall expire on the date set forth above and neither party to this contract shall have any further obligations hereunder.

III. COMPENSATION

a. In consideration for the promises and performance of Contractor as set forth herein, ODMHAS agrees: (check one)

   ☐ To pay to Contractor, upon completion of each deliverable or task and upon actual receipt of proper invoices, compensation at the rate(s) specified in Exhibit I; or

   ☐ To pay to Contractor, upon actual receipt of proper invoices, compensation at the hourly rate(s) specified in Exhibit I for services performed; or

   ☐ A lump sum amount of $_____ for services performed in accordance with Exhibit I.

b. It shall be mutually agreed and understood between both parties that the total amount to be paid by ODMHAS to the Contractor under this contract shall in no event exceed the sum of $_____ unless Contractor receives prior approval from ODMHAS or when required, approval of the Controlling Board and is so notified of such approval by ODMHAS in writing.

c. In accordance with Section 126.30 of the Revised Code, and any applicable rules thereto, ODMHAS shall make prompt payment for any services acquired from the Contractor. Upon receipt of a proper invoice and unless otherwise stated, payment shall be made within thirty (30) calendar days. The adequacy and sufficiency of all invoices shall be determined solely by ODMHAS. If ODMHAS determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required, the burden of proving the required information or documentation is on the Contractor. ODMHAS shall notify the Contractor in writing of the inadequacy or insufficiency and may provide any information necessary to correct the inadequacy or insufficiency. If such notification of inadequacy or insufficiency is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

d. All invoices for services rendered under this contract must be submitted by the Contractor no later than sixty (60) days after the expiration of the contract term. No payment shall be issued for invoices submitted more than sixty (60) days past the expiration of the contract term.

e. It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the General Assembly and the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time that ODMHAS gives the Contractor written notice that such funds have been made available to it, by the State's funding source.

IV. GENERAL PROVISIONS

a. ENTIRE AGREEMENT: The contract, when signed by both parties, along with any attachments, constitutes the entire agreement between the parties herein. No rights herein will be waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written, or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

b. AMENDMENTS: ODMHAS and the Contractor agree that any amendment or modification including, but not limited to a change in the rate(s) or type(s) of service shall require a written agreement signed by both parties.

c. GOVERNING LAW: This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio.

d. CONTRACT CONSTRUCTION: This contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

e. HEADINGS: The headings used in this contract are for convenience only and will not affect the interpretation of any of the contract terms and conditions.

f. ORDER OF PRIORITY: If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.

g. SEVERABILITY: If any provision of this contract or the application of any provision of this contract is held to be contrary to law, the remaining provisions will remain in full force and effect.

h. ASSIGNMENT / DELEGATION: The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this contract without prior written consent of ODMHAS. Any assignment or delegation not consented to may be deemed void by ODMHAS.

i. EQUAL EMPLOYMENT OPPORTUNITY: The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio Business Gateway Electronic Filing website http://business.ohio.gov/efiling/. Approved Affirmative Action Plans may be found at the Equal Opportunity Department's website: http://eodreporting.oit.ohio.gov/searAffirmativeAction.aspx

j. BUSINESS ASSOCIATE AGREEMENT: If applicable, the Contractor agrees to execute the ODMHAS business associate agreement relating to services rendered under this contract. In addition, ODMHAS may require Contractor, its employees and agents to submit to basic HIPAA orientation provided by ODMHAS.

k. ACCREDITATION STANDARDS: The services to be performed under this contract shall meet standards required by the Joint Commission, Centers for Medicaid & Medicare Services or other accrediting or certifying organizations, as appropriate.

l. AUDITS and RECORDS INSPECTION: The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this contract and until the expiration of three (3) years after final payment under this contract, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract

The Contractor shall, for each subcontract in excess of two thousand five hundred dollars ($2,500), require its subcontractors to agree to the same provisions. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision.

The Contractor must provide access to the requested records no later than five (5) business days after the request by the State or any party with audit rights. If an audit reveals any material deviation from the contract requirements, and misrepresentations or any overcharge to the State or any other provider of funds for the contract, the State or other party will be entitled to recover damages, as well as the cost of the audit.

If this contract or the combination of all other contracts with the Contractor exceeds ten-thousand dollars ($10,000) over a twelve (12) month period, the Contractor agrees to allow federal government access to the contracts and books, documents, and records needed to verify the Contractor's and/or subcontractor's costs.

m. ANTITRUST ASSIGNMENT TO THE STATE: Contractor assigns to the State of Ohio, through the ODMHAS, all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the services provided under this contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.

n. DRUG-FREE WORKPLACE: The Contractor agrees to comply with all applicable state and federal laws regarding smoke-free and drug-free workplaces. The Contractor agrees to require that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

o. OWNERSHIP: ODMHAS shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by the Contractor, subcontractor or any person acting on behalf of the contractor pursuant to this agreement. No such documents or other materials produced (in whole or in part) with funds provided to the Contractor by ODMHAS shall be subject to copyright, trademark or patent by the Contractor in the United States or any other country.

p. PUBLICITY: The Contractor will not advertise that it is doing business with the State or use this contract as a marketing or sales tool without prior, written consent of the State.

q. OHIO ELECTIONS LAW: Contactor, by signature affixed on this document, hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC 3517.13 are in full compliance with divisions (I)(1) and (J)(1) of ORC 3517.13.

r. PROHIBITION OF THE PURCHASE OF OFF-SHORE SERVICES & LOCATION OF SERVICES, DATA: The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John R. Kasich and shall abide by those requirements in the performance of this contract, and shall perform no services required under this contract outside of the United States. The Executive Order is available at the following website:
(http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf).

As part of this contract, the Contractor shall disclose the following:

1. The location(s) where all services will be performed by Contractor or subcontractor(s);
2. The location(s) where any state data applicable to the contract will be accessed, tested, maintained, backed-up or stored by the Contractor or subcontractor(s); and

3. The principal location of business for the Contractor and subcontractor(s)

Neither the Contractor nor its subcontractor(s) shall, during the performance of this contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

s. FORCE MAJEURE: If ODMHAS or the Contractor is unable to perform any part of its obligations under this contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under the contract. The term "force majeure" means without limitation: acts of God such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

t. STRICT PERFORMANCE: The failure of either party at any time to demand strict performance by the other party of any of the terms of this contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.

u. TAXES: The Contractor affirms that it is not delinquent in the payment of any applicable federal, state, and local taxes and agrees to comply with all applicable federal, state and local laws in the performance of the work hereunder.

The Contractor accepts full responsibility for payment of all taxes, including and without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work authorized by this Contact. ODMHAS and the State of Ohio shall not be liable for any taxes under this contract.

v. WORKERS' COMPENSATION: The Contractor must maintain workers' compensation insurance as required by Ohio law and the laws of any other state where work is performed under this contract. The Contractor must submit proof or workers' compensation insurance upon request.

w. UNRESOLVED FINDINGS: The Contractor warrants that it is not subject to an unresolved finding for recovery as defined in O.R.C. 9.24. If the warranty is deemed to be false, this contract is void *ab initio* and the Contractor shall immediately repay the State any funds paid under this contract.

x. OHIO ETHICS: The Contractor is responsible to review and comply with all relevant provisions of O.R.C Sections 102.01 to 102.09. In addition, the Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws.

y. CRIMINAL BACKGROUND CHECK: The Contractor, its employees and agents may be subject to a criminal background check upon request by ODMHAS, at the expense of

ODMHAS. Upon request, Contractor, its employees and agents must provide verification of said criminal background check. ODMHAS reserves the right to restrict access of its property and facilities to any employee or agent of Contractor based upon a criminal conviction or pending charge that could constitute a first degree misdemeanor or a felony under the Ohio Revised Code or other state or federal law, as determined by ODMHAS. Failure to comply on behalf of the Contractor, its employees or agents may result in the termination of this contract.

V. TERMINATION

a. UNILATERAL TERMINATION: Prior to the expiration of the term of this contract, either party may unilaterally terminate this contract with thirty (30) days written notice to the other party.

b. DEFAULT: If the Contractor fails to perform any of the requirements of this contract, or is in violation of a specific provision of this contract, ODMHAS may provide the Contractor written notice of the failure to perform or the violation and shall provide a thirty (30) day period to cure any and all defaults under this contract. During the thirty (30) day cure period, the Contractor shall incur only those obligations or expenditures which are necessary to enable the Contractor to continue its operation and achieve compliance as set forth in the notice. Should the Contractor fail to comply within ODMHAS's cure period, the Contractor shall be held in default of this contract and the contract shall terminate at the end of the thirty (30) day cure period.

c. TERMINATION OF SERVICES: In the event of termination, the Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODMHAS. ODMHAS shall not be liable for any further claims. Any payments made by ODMHAS in which services have not been rendered by the Contractor shall be returned to ODMHAS.

VI. CONTRACT REMEDIES

a. ACTUAL DAMAGES: The Contractor is liable to ODMHAS for all actual and direct damages cause by Contractor's default. ODMHAS may buy substitute services from a third party for those that were to be provided by the Contractor. ODMHAS may recover from the Contractor the costs associated with acquiring substitute services, less any expenses or costs saved by the Contractor's default.

b. LIQUIDATED DAMAGES: If actual or direct damages are uncertain or difficult to determine, ODMHAS may recover liquidated damages in the amount of one (1) percent of the value of the deliverable that is the subject of the default, for every day that the default is not cured by the Contractor.

VII. LIMITATION OF LIABILITY: ODMHAS's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the Contractor under this contract. In addition, the Contractor agrees that ODMHAS and the State of Ohio and any funding source for this contract are held harmless and immune from any and all claims for injury or damages arising from this contract which are attributable to the Contractor's own actions or omissions or those of its trustee, officers, employees, subcontractors, suppliers, and other third parties while acting under this contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights and trademarks. Contractor agrees to bear all costs associated with defending against any such claims or legal actions when requested by ODMHAS or the State to do so.

VIII. NOTICE: Except as specifically provided otherwise, all notices, consents and communications hereunder shall be given in writing, and be either hand carried or sent by certified mail, return receipt requested, to the respective addresses on the signature page of this document.

IN WITNESS WHEREOF, the parties have executed this contract as of the date and year last written below.

STATE OF OHIO
Ohio Department of Mental Health and Addiction Services

_____
Chief Executive Officer Date

CONTRACTOR

_____
Date

_____
Print Name

ASSURANCE OF PRESERVATION OF THE CONFIDENTIALITY AND SECURITY OF PROTECTED HEALTH INFORMATION

Protected Health Information ("PHI") means individually identifiable information received from or on behalf of the Ohio Department of Mental Health relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined in 45 CFR § 164.501, and any amendments thereto.

State and federal laws require that PHI of all present and former patients/clients be kept confidential, subject to specific allowable uses and disclosures, and that PHI be appropriately safeguarded from unauthorized access.

I understand that I hold a position of trust relative to PHI owned and/or maintained by the State of Ohio in all formats and computer systems and I have a responsibility to preserve the confidentiality and security of such information. Moreover, I have a responsibility to report to my direct supervisor or the HIPAA Privacy Officer any unauthorized use, disclosure or security breach of PHI of which I become aware.

Accordingly, I understand that I am prohibited from engaging in inappropriate conduct, which may include but is not limited to the types of actions listed below:

- Inappropriate discussion or display of PHI in public areas.
- Failing to safeguard physical locations where PHI is available.
- Failing to safeguard PHI that is carried or maintained in my possession.
- Knowingly gaining access to, attempting to gain access to, causing access to or use or redisclosure of or permitting unauthorized access to or use or redisclosure of any PHI owned and/or maintained by the State of Ohio in all formats and computer systems.
- Using, attempting to use, causing or permitting the use of PHI owned and/or maintained by the State of Ohio in all formats and computer systems for personal gain or motive.
- Knowingly including or causing to be included any false, inaccurate, or misleading entry into any publicly funded computer system.
- Removing or causing to be removed, without proper reason and authorization, any necessary and required information owned and/or maintained by the State of Ohio in all formats and computer systems.
- Aiding, abetting, or acting in conspiracy with another to violate this agreement.

Any unauthorized or inappropriate use of PHI owned and/or maintained by the State of Ohio in all formats and computer systems, by the user or by another who has been permitted or enabled access to the system by the user, or failure to report any unauthorized or inappropriate use of PHI owned and/or maintained by the State of Ohio in all formats and computer systems, by the user or by another who has been permitted or enabled access to the system by the user, may subject the user to criminal and civil sanctions pursuant to federal and state law as well as disciplinary action up to and including removal.

I, the undersigned, have read this agreement and it has been explained to me along with the rules listed above and I fully understand and agree to comply with them. I have been trained on and agree to adhere to all applicable policies and procedures regarding the protection of PHI. I acknowledge that I have signed two copies of this agreement and have received one copy for my personal information and guidance.

Printed Name of Workforce Member	
Signature of Workforce Member	Date
Signature of Witness	Date

Distribution: Original to Personnel File
Copy to Workforce Member

(Rev.05/10)