

**OHIO DEPARTMENT OF HEALTH**

**Coverdell Stroke Program  
Transitions of Care Contract**

**Request for Proposals (RFP)**  
RFP Number: Prev-31157

**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.**

Ohio Department of Health  
246 North High Street  
Columbus, Ohio 43215

Release Date: June 25, 2013  
Response Due Date: July 18, 2013

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## **1. Introduction**

The Ohio Department of Health (ODH) is seeking proposals from qualified individuals, agencies or organizations to advise and actively assist the Coverdell Stroke Program to improve the quality of stroke patients' care transitions from the hospital to the community, and reduce stroke patients' hospital readmissions.

## **2. Project Background**

The Coverdell Stroke Program (Program) is an evidence based, data driven, quality improvement program to assist participating hospitals and other health care providers statewide to implement evidence based stroke treatment, and evaluate its effectiveness as measured by stroke patients' outcomes and treatment data. The Program provides technical assistance, education and related quality improvement resources to health care providers who are treating stroke patients in hospitals and all post-discharge care settings. It includes promoting best practices and promising practices related to acute inpatient stroke treatment, rehabilitation, transitions of care, follow up care, discharge planning, medication reconciliation, patient education, quality improvement, measurement, data and evaluation. This work simultaneously includes both a patient focus and a population focus.

## **3. Contract Award, Negotiations and Duration**

Contingent upon the availability of funds and approval by the Director of Health, a maximum of one contract will be awarded. This contract shall be in effect from approximately August 15, 2013 (or date the contract is signed by both parties, if after August 15, 2013) through June 29, 2015.

State contracts may not extend beyond a biennium. The term of any resultant services may extend beyond the current biennium. The contract will terminate on the last day of the current biennium. At that time, ODH may renew the contract or extend the contract under the same or similar terms. The operating biennium expires June 30th of each odd-numbered calendar year.

The successful bidder (or Contractor) 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-1. 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**

Qualified Bidders are individuals who have all of the following experience, or agencies or organizations that employ such individuals. An agency or organization may be a qualified bidder only if it designates one (1) specific individual employee who has all of the following experience:

- a. Current faculty appointment at an accredited college or university located in the USA, currently participating in academic research and writing scholarly publications related to items b through f below;
- b. Extensive knowledge of, and at least three (3) years employment experience in the past fifteen (15) years in the field of, or directly related to, physical medicine and psycho-social rehabilitation of adults;
- c. Extensive knowledge of, and at least three (3) years employment experience in the past fifteen (15) years in the field of, or directly related to, stroke treatment and/ or post-discharge transitions of care for stroke patients;
- d. At least two (2) years employment experience in the past fifteen (15) years related to rehabilitation or stroke in the public health system and/or health systems change from a non-profit perspective;
- e. At least (2) two years employment experience in the past fifteen (15) years working with the Coverdell Acute Stroke Registry Program at the national and/or state level;
- f. Excellent working knowledge of American Heart Association/American Stroke Association's Get With The Guidelines™ data collection and reporting platform and its stroke data elements and performance measures;
- g. At least three (3) years university based research experience in the past fifteen (15) years in the areas in items b through f above, including research on transitions of care specific to stroke patients;
- h. Author or co-author of at least six (6) publications on rehabilitation and/or stroke (at least two (2) of which must relate to transitions of care), published in national refereed rehabilitation or neuroscience journals since 2002 (including in press);
- i. Author or co-author of at least ten (10) peer reviewed abstracts on rehabilitation and/or stroke (at least two (2) of which must relate to transitions of care), published in national rehabilitation or neuroscience journals since 2002 (including in press);
- j. Presented at least ten (10) presentations or guest lectures about stroke treatment and/or rehabilitation of stroke patients at national or international conferences or

meetings in the past ten (10) years, at least two (2) of which were specific to transitions of care for stroke patients;

- k. Presented at least ten (10) presentations or guest lectures about stroke treatment and/or rehabilitation of stroke patients at regional or state conferences or meetings in the past ten (10) years, at least two (2) of which were specific to transitions of care for stroke patients; and
- l. Active participation in the past ten (10) years on boards or committees of five (5) or more national or international organizations involved in rehabilitation and/or stroke.

## **5. Project Scope of Work and Deliverables**

The successful bidder will provide expert consultation, advice and implementation assistance to the ODH Contract Manager, Coverdell staff, and hospitals and other health care providers serving stroke patients across the continuum of care from hospital to community.

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**

For the period on or about August 15, 2013 through June 29, 2015, the Contractor shall:

- 5.1.1.1 Advise and actively assist the ODH Coverdell Stroke Program to implement an evidence based, data driven, quality improvement program for stroke patients to improve the quality of stroke patients' care transitions during hospitalization and after hospital discharge, and reduce hospital readmissions. This work shall simultaneously include both a patient focus and a population focus. This work shall include evidence based stroke treatment in acute care and all post-discharge care settings, best practices and promising practices related to acute inpatient stroke treatment, rehabilitation, transitions of care, follow up care, discharge planning, medication reconciliation, patient education, quality improvement, measurement, data and evaluation. This shall be accomplished through telephone conference calls scheduled in advance to occur at least once a week on average, and through email communication between conference calls. This shall include all of the following:

- (a) Provide ODH Coverdell Stroke Program with expert technical assistance and guidance in implementing the Ohio Coverdell “transitions of care” priority focus of secondary prevention for stroke, through risk factor control and antithrombotic therapy in all care settings across the continuum of care from hospital to community.
- (b) Continually review leading national journals and scholarly publications for the latest changes in evidence based stroke treatment related to the preceding paragraph and forward relevant articles, citations or links, and highlights summaries to the ODH Coverdell Stroke Program;
- (c) If requested by the ODH Contract Manager, design surveys for health care providers to collect important information about stroke patients’ treatment, and providers’ programs, processes, aggregate stroke patient data and patient outcomes, and assist ODH in analyzing and interpreting responses.
- (d) Identify and define proposed data elements, evaluation processes and metrics for in-hospital and post-discharge care transitions based on the latest national evidence and best practices specific to stroke patients and their care transitions.
- (e) Analyze stroke patients’ treatment data that participating hospitals and other health care providers collect and report to ODH. This shall include and is not limited to data about communicating patients’ discharge data and needs across care settings; medication reconciliation; and patient education.
- (f) Actively participate with ODH and other key partners in planning and implementing quality improvement initiatives and activities, creating meeting agendas and identifying potential speakers for meetings

5.1.1.-2 Attend in person and actively participate in all Coverdell Stroke Program meetings, which are estimated to be three meetings per year. This shall include all of the following:

- a) Deliver presentations during the meetings, as agreed by both parties at least one week before the meeting. Contractor shall email Contractor’s presentations to the Contract Manager at least 48 hours before each meeting;
- b) Provide any additional meeting handouts to the Contract Manager at least 48 hours before each meeting;
- c) Co –facilitate the meetings with ODH staff and others;
- d) Participate in a de-briefing discussion after each meeting;
- e) Within seven calendar days after the meeting, submit a written meeting summary, including findings and recommendations, to the Contract Manager.

- 5.1.1.-3 Actively participate in the following telephone conference calls each month: Coverdell Leadership Team and CDC “transitions of care” calls.
- 5.1.1.-4 Actively participate in all in person Coverdell Leadership Team meetings, estimated to be two (2) to four (4) meetings per year.
- 5.1.1.-5 Actively participate in up to six (6) one hour Coverdell webinars per year, and deliver a presentation in at least one (1) webinar.
- 5.1.1.-6 If a Coverdell Steering Committee is created, -actively participate in its meetings.
- 5.1.1.-7 Write a mid-year and an annual progress report summarizing the work performed under this contract, including accomplishments, challenges, lessons learned, opportunities and recommendations. The mid-year report shall be due on Jan. 31 and the annual report on June 29 each year.
- 5.1.1.-8 –Annually review the state stroke care plan and its implementation, and provide feedback on the plan and its implementation.
- 5.1.1.-9 Assist ODH in designing and writing nationally competitive Coverdell grant application to CDC, due in early 2015, with the due date to be determined by the Contract Manager.

## **6. Proposal Format**

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, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered. Such alternate 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 bidders 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 ten (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

- 6.2.1 Bidder 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
  - 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 4 above.
- 6.4.1.2 The technical proposal shall identify and describe the Bidder's experience. Include success stories as an example of the Bidder's capacity.
- 6.4.1.3 Identification and qualifications of key project personnel and their responsibilities to the project. Include resumes.
- 6.4.1.4 The bidder should also attach a list of three (3) references (other than ODH) by previous users of the bidder's services in performing similar projects. Include contact name and appropriate phone number. 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 Identification and description of the bidder's subcontractors to be used, if any. Subcontractors must be approved by ODH. However 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 A description of the bidder's Affirmative Action activities and program.
- 6.4.1.7 Include at least one (1) sample of a project final report as a writing sample.
- 6.4.2 Project Implementation
  - 6.4.2.1 The bidder will 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 5.0, Project Scope of Work and Deliverables. All the tasks outlined in section 5.0, 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.
  - 6.4.2.2 A description of the location and principal office from which the work is to be performed.
  - 6.4.2.3 Identification of the amount of time that lead and key project personnel will be expected to work on the project.
  - 6.4.2.4 A description of contingency plans for completing the project, should the lead or key project personnel become unavailable for any reason.

- 6.4.2.5 Identification of any anticipated difficulties in meeting the project specifications and a description of proposed solutions to these difficulties.
- 6.4.2.6 Bidders are cautioned that failure to submit at 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.
- 6.4.2.7 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.
- 6.4.2.8 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 Bid a fixed price by deliverable to be charged ODH.

## 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 contractor 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 contractor meets the mandatory requirements in section 7.4,

Mandatory Requirements, the contractor'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 500.

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 bidder whose proposal represents the best value to the State/ODH.

#### 7.4 Mandatory Requirements

The contractor has substantial experience and working knowledge in the areas described in Section 4, paragraphs (a) through (l) above

Yes or No

Evaluation Committee must document how the successful Contractor 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 requirement. Document how response exceeds the requirements.

Greatly Exceeds (5) – Proposal significantly exceeds requirements Document how response greatly exceeds the requirements.

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**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)	Technical Score
Past performance /experience in meeting the requirements of section 4 above which includes mandatory and preferred qualification.	40		
Personnel requirements -Staffing Plan -Personnel curriculum vita, including publications, presentations and other items referenced in Section 4(a) through (l)	15		
Proposed activities to meet program requirements	45		
Total Weight	100		
Total Technical Score		Max 500	

The Technical Score is determined by multiplying the Weight by the Rating. The Total Technical Score is obtained by adding each of the individual Technical Scores.

The cost proposal will be ranked by the selection committee. Four hundred (400) points will be awarded to the bid with the lowest acceptable total price per candidate. Points for other bids will be awarded using the following formula:

$$Z = \frac{X \times 400}{N}$$

X = lowest total price per candidate bid by any potential contractor being scored

N = total price per candidate bid by the potential contractor being scored

Z = assigned points for cost proposal of potential contractor being scored

Total Technical Score	
Bid amount supported and best price	
Total score	

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.

#### 7.6 Clarifications & Corrections.

During the evaluation process, ODH may request clarifications from any potential Bidder under active consideration and may give any Bidder the opportunity to correct defects in its Proposal if ODH believes doing so does not result in an unfair advantage for the Bidder and it is in ODH's best interests. Any clarification response that is broader in scope than what ODH has requested may result in the Bidder's proposal being disqualified.

### 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 July 18, 2013 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 Bidder finds any perceived conflict, error, omission or discrepancy in the RFP documents, the Bidder 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 8:00 am on July 2, 2013. Answers to the questions will be posted to the DAS website: <http://procure.ohio.gov/proc/searchProcOpps.asp> by July 8, 2013. In order to submit and see responses to questions, you need to search for the procurement number for this item, which is DOH-Prev-31157. 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 A protest may be filed by a prospective or actual Bidder objecting to the award of a contract resulting from this RFP. 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 July 18, 2013

- 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 announcement of 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 paragraph 2 sections 9.3.1 and 9.3.2 of this section.
- 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 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 Bidder as part of its Proposal or inclusion of an attestation to the fact that the Bidder has completed the process and is pending approval by the EOD office.

- 10.2 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.

- 10.3 Equal Employment Opportunity. The Bidder 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:

<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 BIDDER as part of its Proposal or inclusion of an attestation to the fact that the BIDDER has completed the process and is pending approval by the EOD office.

## 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, in whole or in part, any and all proposals where ODH, taking into consideration factors including but not limited to, price and the results of the evaluation process, has determined that award of a contract would not be in the best interest of ODH/the State.
- 11.3 ODH reserves the right to reject any and all proposals where the Bidder takes exception to the terms and conditions of the RFP or fails to meet the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in the RFP.
- 11.4 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.

- 11.5 ODH reserves the right to waive minor defects and to provide Bidder with the opportunity to correct material defects when no prejudice to the rights of other Bidder or the public will result. Bidder shall be afforded fair and equal treatment regarding any clarification and/or correction.
- 11.6 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.
- 11.7 All products which result from the proposed contractual agreement will be the sole property of ODH.
- 11.8 All proposals 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.
- 11.9 Pursuant to section 149.43 of the Ohio Revised Code (O.R.C.), 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 O.R.C. Any requests by Bidder for nondisclosure of confidential or proprietary information or trade secrets or assertions by Bidder that information in its proposal, or the entire proposal, is confidential, proprietary or a trade secret shall be examined by ODH to determine the validity of the request or assertion. Bidder requests or assertions must be in writing. If the parties do not agree, the Bidder shall be informed in writing by ODH regarding what portions of the proposal shall be disclosed. Bidder may withdraw its proposal at any time prior to award of a contract. The RFP and all proposals, documents and other information, unless confidential, proprietary or a trade secret, concerning the RFP process shall be open to public inspection upon award of a contract.
- 11.10 ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to the successful Bidder or Bidder 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.
- 11.11 The State/ODH reserves the right not to award a contract under this RFP. The State/ODH reserves the right to award only one or multiple contracts under this RFP.

**ATTACHMENT A-1  
SAMPLE CONTRACT**

**OHIO DEPARTMENT OF HEALTH  
CONTRACT**

**1.01 ODH and CONTRACTOR Information.** This Contract is between **OHIO DEPARTMENT OF HEALTH (“ODH”)**, whose address is 246 North High Street, Columbus, Ohio 43215, and the following specified **“CONTRACTOR”**:

<b>“CONTRACTOR ”</b>	
Address	
Address	
Authorized Representative, Title	
Telephone	
Email	
Vendor Number	

For the purpose of this Contract, the term “Parties” may be used to collectively refer to both **“ODH”** and **“CONTRACTOR”**.

**1.02 Contract Beginning and Ending Dates.** Subject to section 2 and other terms and conditions specified in this Contract, the “Contract Period” shall begin and end as follows:

<b>“Contract Period”</b>	<b>The time between the “Contract Beginning Date” and “Contract Ending Date” unless the Contract is extended for an additional period to the “Extended Contract Ending Date” in accordance with section 2.04.</b>
<b>“Contract Beginning Date”</b>	<b>INSERT DATE, or the date of Contract execution by both Parties, whichever is later.</b>
<b>“Contract Ending Date”</b>	<b>INSERT DATE, or the date of Contract termination, whichever is first.</b>
<b>May Contract be Renewed?</b>	<b>YES OR NO, Contract DOES OR DOES NOT Contain Renewal Clause allowing additional term to continue performance until INSERT DATE.</b>
<b>“Extended Contract Beginning Date”</b>	<b>INSERT DATE</b>

<b>“Extended Contract Ending Date”</b>	<b>INSERT DATE, or if the Contract is extended and subsequently terminated before that date, the Contract termination date.</b>
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**1.03 Contract Funding.**

<b>“Contract Funding Source” (in whole or in part)</b>	
<b>“Total Contract Amount”</b>	<b>(Not to exceed) \$</b>
State FY 2013 Funding	(Not to exceed) \$
State FY 2014 Funding	(Not to exceed) \$
Grant Award Number	
CFDA Number	
ODH Program	
Statutory Authority to Administer Program	

**1.04 ODH Contract Management:**

<b>ODH “Contract Manager”</b>	
Title	
Address	
Address	
Telephone	
Fax	
Email	

**1.05 ATTACHMENTS to this Contract:**

<b>ATTACHMENT 1.06</b>	<b>“Scope of Work, Deliverables, and Compensation”</b>
<b>ATTACHMENT 2.13</b>	<b>Executive Order 2011-12K, “Governing the Expenditure of Public Funds for Offshore Services”</b>
<b>ATTACHMENT [xx.xx]</b>	<b>[Attach any applicable Attachments, such as the federal NOA, or delineate any special conditions or other “flow downs” as a requirement in ATTACHMENT 1.06]</b>
<b>ATTACHMENT 2.04.01</b>	<b>“Notice of Intent to Renew and ODH Acceptance of Contract Renewal”</b>

**1.06**

<b>Scope of Work and Deliverables</b>	<b>Due Date</b>	<b>Compensation</b>
<b>See ATTACHMENT 1.06, which is incorporated by reference as if fully rewritten herein.</b>		

*Remainder of Page Intentionally Left Blank.*

*“SECTION 2. CONTRACT TERMS and CONDITIONS” Immediately Follows*

## SECTION 2. CONTRACT TERMS and CONDITIONS.

**2.01** In consideration of the mutual promises expressed in this Contract and intending to be legally bound, **CONTRACTOR** agrees to perform, and **ODH** agrees to pay **CONTRACTOR**, in accordance with the terms of this Contract.

**2.02 Purpose of Contract.** **CONTRACTOR** will provide ODH goods or services in accordance with the terms of this Contract.

**2.03 Scope of Work, Deliverables, and Compensation.** **CONTRACTOR** shall provide work, services, products and deliverables in the time and manner and for the compensation specified in section **1.06** and any **ATTACHMENT** specified or incorporated into section **1.06**.

**2.03.01** In consideration of the Scope of Work and Deliverables specified in section **1.06**, **ODH** agrees to pay the Compensation set forth for each Deliverable specified in section **1.06** for a total Compensation for all work specified in the Scope of Work and for all specified Deliverables in an amount not to exceed the Total Contract Amount.

**2.03.02** The Total Contract Amount includes the cost for all services, travel, or any other expenses that **CONTRACTOR** may incur as a result of **CONTRACTOR**'s performance of this Contract.

**2.03.03 CONTRACTOR** shall monitor the work under this Contract and shall not accept an assignment under this Contract if it will cause or is reasonably likely to cause the Compensation specified in section **1.06** to exceed the Total Contract Amount for the Contract Period .

**2.03.04 CONTRACTOR** waives the interest provisions of R.C. 126.30.

**2.03.05** Subject to the provisions of R.C. 126.07 and R.C. 131.33, which shall at all times govern this Contract, **ODH** represents that it intends to maintain this Contract for the full Contract Period set forth in this Contract and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. **ODH** further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Contract Period.

**2.03.06 CONTRACTOR** understands and agrees that the availability of necessary funds for this Contract is contingent on appropriations made by the Ohio General Assembly and, if applicable, and not solely funded by the Ohio General Assembly, another Contract Funding Source. If the Ohio General Assembly or other Contract Funding Source fails at any time to continue funding **ODH** for the Compensation specified in this Contract, this Contract is terminated as of the date funding expires without further obligation of **ODH**, State of Ohio, or any other Contract Funding Source.

**2.03.07 ODH** will not compensate **CONTRACTOR** for any work performed prior to receipt of written notification from the **ODH** Contract Manager that the requirements of R.C. 126.07 and, if applicable, R.C. 127.16 have been met. **ODH** will not compensate **CONTRACTOR** for any work performed after the Contract Ending Date, or Extended Contract Ending Date, as applicable.

**2.03.08 Invoices.** **CONTRACTOR** shall invoice **ODH** in accordance with Section 1.06, or Attachment 1.06, if applicable, for work or services **CONTRACTOR** provides. An

itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to **ODH**, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. **ODH** will reimburse **CONTRACTOR** within forty-five (45) days of receipt of a valid invoice for the amount of payment due. **ODH** shall return any invalid or incomplete invoice to **CONTRACTOR** within fifteen (15) days after **ODH** receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Contract shall be submitted by **CONTRACTOR** no later than thirty (30) days after the end of the Contract Period.

**2.03.09 CONTRACTOR** shall furnish its own support staff and services as necessary for the satisfactory performance of this Contract. Unless otherwise specified in this Contract, **ODH** will not provide any staff, services, or material to **CONTRACTOR** for the purpose of assisting **CONTRACTOR**'s performance.

**2.03.10 ODH** 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. Upon such notice and within ten (10) days after receipt of instructions, **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 and are not intended to amend or alter this Contract or any part thereof. The Contract Manager will communicate all such instructions and requests to **CONTRACTOR**.

**2.03.11 ATTACHMENTS** specified in section **1.05** of this Contract are made a part of, and are incorporated as terms and conditions of this Contract. In the event of a conflict of terms, the terms of the specified **ATTACHMENT** to this Contract shall take precedence over any conflicting terms appearing in this Contract.

## **2.04 Time of Performance.**

**2.04.01 Contract Period; Extension or Renewal.** Upon approval by the Director of **ODH** and, if required, the Controlling Board, this Contract shall be effective on the "Contract Beginning Date" specified in section **1.02** of this Contract and will remain effective until the "Contract Ending Date" specified in that section, unless this Contract allows the Contract period to be renewed or extended. In the event that section **1.02** of this Contract specifies that this Contract may be renewed or extended after the State of Ohio biennium ending on June 30<sup>th</sup> of each year ending in an odd number, e.g. June 30, 2013, then this Contract will terminate on the last day of that biennium. At that time, **ODH** may unilaterally renew or extend the Contract termination date to the "Extended Contract Ending Date" specified in section **1.02**, if one is specified. If authorized by section **1.02** and if **ATTACHMENT 2.04.01** is included in this Contract, **CONTRACTOR** may request that **ODH** consider the extension or renewal of this Contract by sending **ODH** the "Notice of Intent to Renew and **ODH** Acceptance of Contract Renewal" in accordance with the terms of that **ATTACHMENT**.

**2.04.02** Pursuant to R.C. 126.07, this Contract is not valid nor enforceable in any fiscal year unless the director of budget and management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations, in an amount at least equal to the current fiscal year funding specified for each fiscal year that comprises the "Total

Contract Amount. **CONTRACTOR** shall not perform nor charge **ODH** for any work performed by **CONTRACTOR** in the time period prior to receiving written notification from the Contract Manager that the requirements of R.C. 126.07 and, if applicable, R.C. 127.16 have been met. **CONTRACTOR** shall neither perform work nor submit an invoice for payment for any Contract performance after the Contract Ending Date, or if the Contract is extended, the Extended Contract Ending Date.

**2.05 Independent Contractor.** 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 Contract. Inasmuch as **ODH** is interested in **CONTRACTOR's** end product, **ODH** does not control the manner in which **CONTRACTOR** performs this Contract. **ODH** is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123 and 4141 of the Ohio Revised Code (R.C.), respectively. In addition, **CONTRACTOR** assumes responsibility for tax liabilities that result from compensation paid to **CONTRACTOR** by **ODH**. **ODH** will report any payment made under this Contract to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Contract shall be construed as entitling **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 (R.C. Chapter 145.)

**2.06 Conflict of Interest and Ethics Laws.**

**2.06.01** Neither **CONTRACTOR** nor any officer, member or employee of **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.

**2.06.02** **CONTRACTOR** hereby covenants that **CONTRACTOR**, and any officer, member, or employee of **CONTRACTOR**, have no 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.

**2.06.03** **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. **CONTRACTOR** shall not solicit an **ODH** employee to violate any **ODH** rule or policy relating to the conduct of contracting Parties or to violate R.C. 102.03 to 102.04 or R.C. 2921.42.

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

**2.06.05** **CONTRACTOR** hereby certifies compliance with the executive agency lobbying requirements of R.C. 121.60 to 121.69.

**2.06.06 CONTRACTOR** hereby certifies and affirms that, as applicable to **CONTRACTOR**, no party listed in Division (I) or (J) of R.C. 3517.13 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 **CONTRACTOR's** certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, **CONTRACTOR** shall return to **ODH** all monies paid to **CONTRACTOR** under this Contract. The provisions of this section shall survive the expiration or termination of this Contract.

**2.07 Nondiscrimination and Equal Employment Opportunity.**

**2.07.01** In carrying out this Contract, **CONTRACTOR** shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination as those laws may be amended from time to time, including but not limited to the following:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (“LEP”), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see [www.lep.gov](http://www.lep.gov)), and Health and Human Services (“HHS”) implementing regulations at 45 CFR part 80;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;
- e. If grant funding is from the U.S. Department of Justice, comply with 28 C.F.R. pt. 54 (nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), 28 C.F.R. pt. 38 (Equal Treatment for Faith-Based Organizations, and Ex. Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations); and
- f. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.

**2.07.02 CONTRACTOR** hereby certifies that **CONTRACTOR** has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office of the Ohio Department of Administrative Services. **CONTRACTOR** shall incorporate the foregoing State of Ohio and Federal laws relating to nondiscrimination in all of its contracts for performance of any of the work prescribed in this contract, and shall require all of its subcontractors to incorporate these requirements in all subcontracts for such work.

**2.08 “Sweatshop Free” Certification.** **CONTRACTOR** hereby certifies that all facilities used for the production of supplies or performance of services offered in this Contract is in

compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by **CONTRACTOR** in furnishing the supplies or services pursuant to this Contract. If it is determined that **CONTRACTOR**'s certification of this requirement is false or misleading, then **CONTRACTOR** understands that it shall be grounds for the termination of this Contract and may result in the loss of other contracts or grants with the State of Ohio.

**2.09 Records, Documents and Information.** All records, documents, writings or other information produced or used by **CONTRACTOR** in the performance of this Contract shall be treated according to the following terms:

**2.09.01** 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. **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. **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 **CONTRACTOR** for work under this Contract.

**2.09.02** All proprietary information of **CONTRACTOR** shall be held to be strictly confidential by **ODH**. Proprietary information is information which, if made public, would put **CONTRACTOR** at a disadvantage in the market place and trade of which **CONTRACTOR** is a part. **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 **CONTRACTOR**'s assertion of the proprietary nature of any information to be provided.

**2.09.03** All records relating to costs, work performed and supporting documentation for invoices submitted to **ODH** by **CONTRACTOR** shall be retained and made available by **CONTRACTOR** for audit by the State of Ohio (including, but not limited to, **ODH**, the Auditor of the State of Ohio, the Ohio 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, **CONTRACTOR** shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.

**2.10 Disclosure of Personal Health Information.** **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 this Contract or as required by law. **CONTRACTOR** will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Contract. **CONTRACTOR** shall comply with 45 C.F.R.164.504(e)(2)(ii). **CONTRACTOR** shall immediately report to **ODH** any discovery of use or disclosure of information not provided for or allowed by the Contract. **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.

**2.11 Suspension and Termination.** **ODH** may suspend or terminate this Contract for any reason thirty (30) days after delivery of written notice to **CONTRACTOR**. **ODH** may suspend or terminate this Contract immediately after delivery of written notice to **CONTRACTOR** if **ODH** discovers any illegal conduct on the part of **CONTRACTOR**; discovers a violation of **section 2.06** of this Contract regarding Conflict of Interest and Ethics Laws or **section 2.15** regarding a Drug Free Workplace; is subject to a loss of funding as specified in **section 2.03.06**; discovers that **CONTRACTOR** or any of its subcontractors has performed any services under this Contract outside the United States and is not in compliance with **section 2.13** regarding Executive Order 2011-12K "Governing the Expenditure of Public Funds for Offshore Services"; or discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against **CONTRACTOR**. If at any time during the contractual period a bankruptcy or similar proceeding has been filed by or against **CONTRACTOR**, **CONTRACTOR** shall immediately notify **ODH** of the filing.

**2.11.01 Contractor to Cease Work and Other Contract Activities.** **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.

**2.11.02 Determining Compensation after Contract Suspension or Termination.** In the event of suspension or termination under this Contract, **CONTRACTOR** shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by **ODH** based on the compensation rate set forth in **section 2.03.01**, less any funds previously paid by or on behalf of **ODH**. In the case of services for which **CONTRACTOR**'s compensation is based upon a fixed fee per deliverable, compensation shall be based on a reasonable percentage of the total services performed, as determined by **ODH**, less any funds previously paid by or on behalf of **ODH**. **ODH** shall not be liable for any further claims, and the claims submitted by **CONTRACTOR** shall not exceed the total amount of compensation allowed by this Contract.

**2.12 Breach or Default.**

**2.12.01** Upon breach or default by **CONTRACTOR** of any of the provisions, obligations or duties provided for 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 provided for in this Contract.

**2.12.02** If **ODH** or **CONTRACTOR** fail 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 Director of Health or his or her designee, except that Contract Manager may agree in writing to non-

substantial changes to section **1.06**, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.

**2.12.03** A breach or default based upon **CONTRACTOR**'s failure to comply with section **2.13 Offshore Outsourcing** is subject to that section with regard to Contract termination, sanctions, and damages.

**2.13 Offshore Outsourcing and Executive Order 2011-12K.** **CONTRACTOR** affirms to have read and understands Executive Order 2011-12K "Governing the Expenditure of Public Funds for Offshore Services" (see **ATTACHMENT 2.13**) 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. **CONTRACTOR** also affirms, understands, and agrees to immediately notify **ODH** of any change or shift in the location(s) of services performed by **CONTRACTOR** or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that is outside of the United States.

**2.13.01 Termination, Sanction, Damages.** If **CONTRACTOR** or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. **ODH** is not obligated to pay and shall not pay for such services. If **CONTRACTOR** or any of its subcontractors perform any such services, **CONTRACTOR** shall immediately return to **ODH** all funds paid for those services. **ODH** may also recover from **CONTRACTOR** all costs associated with any corrective action **ODH** may undertake, including but not limited to an audit or a risk analysis, as a result of **CONTRACTOR** performing services outside the United States.

**2.13.011** **ODH** may, at any time after the breach, terminate the Contract, upon written notice to **CONTRACTOR**. **ODH** may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

**2.13.012** If **ODH** determines that actual and direct damages are uncertain or difficult to ascertain, **ODH** in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Contract.

**2.13.013** **ODH**, in its sole discretion, may provide written notice to **CONTRACTOR** of a breach and permit **CONTRACTOR** to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, **ODH** may buy substitute services from a third party and recover from **CONTRACTOR** any costs associated with acquiring those substitute services.

**2.13.014** Notwithstanding the **ODH** permitting a period of time to cure the breach or **CONTRACTOR**'s cure of the breach, **ODH** does not waive any of its rights and remedies provided **ODH** in this Contract, including but not limited to recovery of funds paid for services **CONTRACTOR** performed outside of the United States, costs associated with corrective action, or liquidated damages.

**2.14 Assignment.** **CONTRACTOR** will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of **ODH**. Any assignment or delegation not consented to may be deemed void by the **ODH**.

**2.15 Drug Free Workplace.** **CONTRACTOR** shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. **CONTRACTOR** shall make a good faith effort to ensure that all employees of **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.

**2.16 Good Standing.**

**2.16.01 CONTRACTOR** affirmatively represents and warrants to **ODH** that it is not subject to a finding for recovery under R.C. 9.24 or that it has taken the appropriate remedial steps required under R.C. 9.24 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 R.C. 125.25 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.

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

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

**2.17 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.

**2.18 Limitation of Liability.** **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 **CONTRACTOR** while performing this Contract. **ODH's** liability for damages, whether in contract or in tort, shall not exceed the Total Contract Amount or the amount of direct damages incurred by **CONTRACTOR**, whichever is less, and is the **CONTRACTOR's** sole and exclusive remedy for **ODH's** failure to perform its obligations under this Contract. 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. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of this Contract due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.

**2.19 Insurance.** CONTRACTOR will provide, at its own expense, 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 provide for its employees performing work under this Contract employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with personal injury and bodily injury coverage.

**2.20 Rights in Deliverables, Data and Copyrights.** The Deliverables provided by CONTRACTOR which includes any item produced under this Contract, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR shall not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR shall not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.

**2.21 Construction.** This Contract is 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 Contract. If any portion of this Contract is found to be 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 impossible the performance of the remainder of this Contract.

*IN WITNESS WHEREOF*, the Parties by signing below indicate their agreement to this Contract.

\_\_\_\_\_  
Date \_\_\_\_\_ Officer or Authorized Representative and Title  
CONTRACTOR

\_\_\_\_\_  
Date \_\_\_\_\_ Theodore E. Wymyslo, M.D., Director of Health  
Ohio Department of Health

*Remainder of Page Immediately Following Signatures is Intentionally Left Blank.  
ATTACHMENT 1.06 Immediately Follows this Page.*

	<b>Scope of Work and Deliverables</b> *(Due Date and Compensation only noted if Applicable or Required)	Due Date*	Compensation*
1.	As necessary or directed from time to time, report to ODH's Contract Manager, consult with Contract Manager as necessary to assure mutual understanding of the work to be performed and the satisfactory completion of that work.		
2.	This is a fixed-price Contract. ODH will compensate CONTRACTOR upon the successful completion of this deliverable, in accordance with Section 2.03 of this Contract.		

*Remainder of Page Intentionally Left Blank.*

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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.

Social security number
or
Employer identification number

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

### 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.

<b>Sign Here</b>	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 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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.

## 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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.

### 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 parts of the form must be completed by the vendor. **Incomplete forms will be returned.** The information must be legible. Ensure this is the latest version of the form at [www.ohiosharedservices.ohio.gov](http://www.ohiosharedservices.ohio.gov).

**SECTION 1 – PLEASE SPECIFY TYPE OF ACTION**

- NEW **(W-9 OR W-8ECI FORM ATTACHED)**     CHANGE OF CONTACT PERSON/INFORMATON
- ADDITIONAL ADDRESS – (**A COPY OF AN INVOICE OR A LETTER INCLUDING THE ADDRESS IS REQUIRED**)
- CHANGE OF ADDRESS – (**PLEASE PROVIDE OLD ADDRESS BELOW OR ATTACH LETTER**)
- ADDRESS TO BE REPLACED:
- CHANGE OF TIN **(W-9 & LETTER OF CLARIFICATION OF CHANGE, WHICH INCLUDES NEW & OLD TIN IS REQUIRED)**
- CHANGE OF NAME **(W-9 & LETTER OF CLARIFICATION OF CHANGE, MUST INCLUDES NEW & OLD NAME IS REQUIRED)**
- CHANGE OF PAY TERMS     CHANGE OF PO DISPATCH METHOD     OTHER\_\_\_\_\_

**SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION**

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

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

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FEDERAL EMPLOYER ID (EIN) OR SOCIAL SECURITY NUMBER (SSN):

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**SECTION 3 – PLEASE PROVIDE COMPLETE ADDRESS**

ADDRESS:		COUNTY:
CITY:	STATE:	ZIP CODE:

**SECTION 4 – ADDITIONAL ADDRESS (IF MORE THAN 2 ADDRESSES, PLEASE INCLUDE A SEPARATE SHEET)**

ADDRESS:		COUNTY:
CITY:	STATE:	ZIP CODE:

**SECTION 5 – CONTACT INFORMATION & PERSON TO RECEIVE PURCHASE ORDER**

NAME:

WEBSITE:

PHONE: FAX: EMAIL:

PREFERRED METHOD OF BEING CONTACTED: (CHECK ONE)  PHONE  EMAIL

**SECTION 6 – INDIVIDUAL TO RECEIVE EMAIL NOTICE OF BID EVENTS - A USER ID & PASSWORD WILL BE SENT TO THE EMAIL ADDRESS BELOW**

NAME:

EMAIL: PHONE:

TO ADD AN ADDITIONAL OR REPLACE A STRATEGIC SOURCING CONTACT PERSON

ADDITIONAL CONTACT PERSON  REPLACE CONTACT PERSON (WILL BE MARKED INACTIVE)

NAME:

EMAIL: PHONE:

**SECTION 7 – PAYMENT TERMS (PLEASE CHECK ONE – IF NONE IS SELECTED THEN NET 30 WILL APPLY)**

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

**SECTION 8 – PURCHASE ORDER DISTRIBUTION – OTHER THAN USPS MAIL**

EMAIL OR FAX:

**SECTION 9 – PLEASE SIGN & DATE**

PRINT NAME:

SIGNATURE: (DIGITAL SIGNATURES NOT ACCEPTED AT THIS TIME) DATE:

**SECTION 10 – STATE OF OHIO AGENCY CONTACT PERSON (AGENCY RECEIVING PAYMENTS FROM)**

AGENCY CONTACT NAME/EMAIL/PHONE:

COMMENTS:

**Note: This document contains sensitive information. Sending via non-secure channels, including e-mail and fax can be a potential security risk.**

<p><b>SUBMIT FORM TO:</b></p> <p><b>Mail:</b> Ohio Shared Services Attn: Vendor Maintenance P.O. Box 182880 Cols., OH 43218-2880</p> <p><b>Email:</b> <a href="mailto:vendor@ohio.gov">vendor@ohio.gov</a></p> <p><b>Fax:</b> 1 (614) 485-1052</p>	<p><b>QUESTIONS? PLEASE CONTACT:</b></p> <p><b>Phone:</b> 1 (877) OHIO - SS1 (1-877-644-6771) 1 (614) 338-4781</p> <p><b>Website:</b> <a href="http://www.ohiosharedservices.ohio.gov/">www.ohiosharedservices.ohio.gov/</a></p> <p><b>Email:</b> <a href="mailto:vendor@ohio.gov">vendor@ohio.gov</a></p>
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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.

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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)

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: \_\_\_\_\_

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.

## 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/uscode15/usc_sup_01_15_10_2B.html)

[http://www.law.cornell.edu/uscode/html/uscode26/usc\\_sec\\_26\\_00006104----000-.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 executives 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	