Youngstown Developmental Center
Specifications for
Speech and Language Pathologist

The Youngstown Developmental Center (YDC) is a residential center operated by the Ohio Department of Developmental Disabilities which serves individuals with intellectual disabilities. Although not all consumers are in need of language development services, each consumer does receive a comprehensive habilitation program, which is designed and monitored by a team of professional staff. Language development is an integral part of that team approach which will enable consumers to reach their potential and assist with their transition into community living.

Contractor Qualifications

The Speech and Language Pathologist must be properly licensed by the State of Ohio and must remain licensed throughout the contract period. Experience with persons with intellectual/developmental disabilities is not necessary, but may assist the Speech and Language Pathologist's success in providing reliable language assessments and services. The Speech and Language Pathologist will have experience in monitoring, evaluating, assessing, and treating dysphasia as well as experience in audiological assessments and treatment of hearing losses.

It is generally expected that one (1) Speech and Language Pathologist will provide services throughout the contract period. A corporation submitting a proposal must submit the name and a copy of the license of the Pathologist who will provide the service with the proposal. If the Contractor is a corporation, the individual Pathologist who will be providing the service must be available for an interview within two weeks of the date proposals are due. If the need arises to provide a new/different Speech and Language Pathologist during the duration of the contract, it is the Contractor/Corporation's responsibility to make the individual Pathologist available for training at YDC for up to 10 hours at no cost to YDC. The Contractor is required to have and maintain certification in CPR and First Aid by an accredited training organization (i.e. Red Cross, National Safety Council).

On-Site Services

The contractor will be responsible for the assessment and/or evaluation of speech, language, pragmatic social skills and/or swallowing deficits of the individuals at Youngstown Developmental Center. The Contractor must determine the patient's level and status of communication skills and abilities.

All language development services are to be provided on-site unless otherwise approved by the Program Director. A full time licensed Language Development Specialist is employed on staff. The Speech and Language Pathologist will be responsible for directing the work of and providing technical supervision to the specialist. Direction of the specialist must be within generally accepted standards and may include direct observation, oral and/or written direction

The approximate census at YDC is 104. The Speech and Language Pathologist will evaluate, coordinate, develop, and implement the individual consumer's communication status and their needs for language therapy, adaptive equipment and hearing aids, augmented communication measures, modified diets and other related services. All newly admitted consumers must be evaluated within thirty (30) days of admission and at least annually thereafter. The frequency of evaluation will in general be scheduled by the interdisciplinary team in consultation with the Language Pathologist and

such will require completion of a section within the comprehensive functional assessment form.

The Contractor may be requested to attend some interdisciplinary team meetings to plan individual consumer programs and treatment modalities. These meetings are routinely held on Tuesday and Thursday mornings. The contractor will generally know in advance when meeting attendance will be required

The Language Pathologist may train YDC employees to carry out routine skill development techniques which can enhance a consumer's receptive or expressive skills or help achieve a therapy goal. Training may also be arranged for parents/guardians or other service providers. All training will be coordinated through the Program Director.

The Contractor shall evaluate/follow up and monitor swallowing deficiencies (i.e., recommend changes in food textures/consistencies of liquids via medical referrals, interpret results of modified barium swallowing studies and/or assessments, etc.) The Contractor must work closely with the Audiologist to conduct hearing exams and identify deficits which may impact the individuals.
In conjunction with the interdisciplinary team, the contractor will develop and modify program plan approaches to address dysphasia and hearing deficits. Attendance at a meal may be necessary for assessment.

The Contractor must prepare and maintain written records and reports that meet all State and regulatory requirements of assessments, program objectives and progress data for regular evaluation and revision of programs. The contractor will provide/review monthly progress notes for consumers who receive specific treatments. Office equipment needed to type and/or file this information will be provided by Youngstown Developmental Center.

The Contractor may be exposed to individuals with challenging behaviors, including consumers who may be aggressive.

The contractor will be expected to attend and participate in training on an as needed basis.

Normal Work Schedule
The Speech and Language Pathologist will average 5-8 hours per week. The contractor should specify the number of hours available.
Due to some consumers being away from YDC during the daytime, it may be necessary to schedule some late afternoon or evening assessments. Flexibility in scheduling appointments will be critical; however, morning hours will be the most prevalent time as this is when other professional staff will be available. Any restrictions regarding time availability should be included in the proposal.

Period of Service
The period of service is intended to be from July 1, 2012 through June 30, 2013 (1 year)

Submission of Proposal
Proposals should be returned in a sealed envelope to **Youngstown Developmental Center, 4891 East County Line Road, Mineral Ridge, Ohio, 44440** with the words "**Speech and Language Pathologist Proposal at YDC**" written on the outside of the envelope. Proposals are due no later

than **2:00 p.m. on Tuesday, June 5, 2012. Proposals should be stated in terms of dollars per hours worked.**

Site Visitations

Site visitation can be arranged by appointment by calling (330) 544-2231, Monday through Friday from 8:00 a.m. to 4:00 p.m. and requesting to speak with Kim Toohey, Operations Director.

The provisions of the Ohio Department of Developmental Disabilities Personal Service Contract will become part of the final agreement between the successful offeror and the Center. Therefore, the evaluation process resulting in the final award of a contract rests with the Center and the Ohio Department of Developmental Disabilities. The Center and the Ohio Department of Developmental Disabilities reserve the right to determine that the award of a contract would not be in the best interest of the Center, the Ohio Department of Developmental Disabilities, or the State of Ohio. An example of the Personal Service Contact template is attached to this Request for Proposals. Minor changes to the contract template will occur once the contract is awarded.

The Center and the Ohio Department of Developmental Disabilities reserve the right to accept or reject any and all offers, in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in the offeror being non-responsive, provided this does not affect the amount of the offer or result in a competitive advantage to the offeror.

In the response review process, the fact that there is a finding for recovery in R.C. 9.24 may be considered in the scoring process and a response rejected for this reason alone.

By submitting a signed proposal for this service, the vendor affirms that, as applicable to the vendor, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or to his campaign committee.

Final acceptance of any bid will be subject to the contractor/vendor successfully passing a background check as required by DODD's Administrative Rules (which includes but is not limited to a check of the DODD Abuser Registry and Nurse's Aide Registry). Should any area(s) of concern be identified during the background check(s), the bid may automatically be disqualified.

If the need arises to provide a new/different Speech and Language Pathologist during the duration of the contract, it is the contractor/corporation's responsibility to make the individual Speech and Language Pathologist available for training at YDC for up to 10 hours at no cost to YDC. In addition, the contractor will assume costs of the background checks, as required by DODD Licensure Rules if they have more than one person performing services.

It is the policy of the Ohio Department of Developmental Disabilities that there shall be a minimum of one year from the date of retirement from State service to consider for rehire/Personal Service Contract with the Department. However, when the individual has taken advantage of an Early Retirement Incentive Plan (ERIP), the length of time between retirement and consideration for rehire/Personal Service Contract shall be the greater of one year or the amount of service that was purchased for the individual in the ERIP. The Director retains discretion to waive this requirement

for good cause shown.

If the apparent contractor is a corporation, the person who will be providing the service must be selected by the corporation and be interviewed by the YDC supervisor within two weeks of the proposed opening. If this stipulation is not fulfilled the proposal can be refused.
End of Specifications.

The next documents are provided for information only. These documents do NOT need to be completed for inclusion with the contractor's proposal.

Fund	Account	ALI	Department	Program	Grant	PO Number	CB and/or R&P Number (if applicable)

Ohio Department Developmental Disabilities

PERSONAL SERVICE CONTRACT

SECTION A. CONTRACT PARTIES

This contract is entered into between the Ohio Department Developmental Disabilities (Agency), on behalf of the following:

Name of Developmental Center, Office, or other Contracting Entity	Address (Street, City, State, Zip)

and

Contractor's Name	Address (Street, City, State, Zip)	OAKS Vendor Number

Type of Service Provided:

SECTION B. EFFECTIVE DATES

This contract is effective: _____through _____unless terminated prior thereto pursuant to Section G. Services shall not begin until Agency receives OBM approved Purchase Order.

SECTION C. COMPENSATION

1. The Contractor will be paid for the term of this contract as follows (check option a or b):

   a. Fee Schedule. Attach Fee Schedule to Contract or include Fee Schedule in Section D.1.a.

   b. ☐ Hourly Rate. Complete the information below

Fiscal Year	Rate per Hour	Maximum Hours Worked	Maximum Fiscal Year Contract Amount

Maximum Contract Amount for Biennium _____

2. Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Contract.

3. Contractor shall submit a valid invoice on letterhead for the compensation incurred consistent with this Section, within twenty (20) days of the end of each month. Each invoice shall contain the following information:

   a. a description of the services performed;
   b. date of the services rendered;
   c. a total for the invoice;
   d. vendor's name and address; and
   e. Department's name.

4. Agency shall pay Contractor within thirty (30) days of receipt and approval of the invoice.

5. This Contract does not guarantee a minimum amount of service. Services shall be performed on an as needed basis as directed by Agency.

SECTION D. DUTIES OF CONTRACTOR

1. Contractor shall:

   a. (Either list duties and associated fees OR type "See Request for Proposal and Response to Request")

   b. Contractor shall maintain all necessary licenses or registrations. Contractor shall perform all services with reasonable care, skill and diligence as would normally be provided by an experienced consultant and in accordance with industry standards.

   OR – (select either the paragraph above or below – which ever is most applicable then delete the other and this note)

   Contractor shall maintain all necessary licenses and registrations. All services shall be performed in accordance with: (1) generally accepted standards of care in the community and the quality criteria adopted by the Agency; (2) policies of the Agency; and (3) applicable rules and standards for the certification of an intermediate care facility for the mentally retarded.

   c. The contractor reports directly to (name and title of supervisor) _____who will verify the contract's time and service charged to this contract.

2. Contractor shall comply with all applicable statutes and all Agency rules including but not limited to the following specific duties and responsibilities:

   a. "Direct services position" means an employment position in which the employee has physical contract with, the opportunity to be alone with, or exercises supervision or control over one or more individuals.

   b. "Specialized services" means any program or service designed and operated to serve primarily individuals with mental retardation or a developmental disability, including a program or service provided by the Contractor. If there is a question as to whether the contractor or its employee is providing specialized services, the contractor shall request that the Department make a determination. The Department's determination is final.

   c. Background Check Requirements. If Contractor will be placing employees, including staff working through a temporary agency, in a Developmental Center to work in a direct services position for the provision of specialized services to the individuals residing in the Developmental Center, the Contractor will comply with the criminal background check requirements in Ohio Administrative Code 5123:2-3-06.

   d. Tuberculosis Testing

      (i) Habilitation staff and support staff employed on or after the effective date of this rule shall be tested for tuberculosis in accordance with this paragraph. The required tuberculosis test shall include a two-step Mantoux tuberculin skin test administered by a person properly trained to administer tuberculin skin tests, or, if the person has a documented history of a significant Mantoux skin test, an x-ray. The person shall not work in the facility until after the results of the first skin test have been obtained and recorded in millimeters of in duration. If the first step is non-significant, a second step shall be performed at least seven, but not more than twenty-

one, days after the first step was performed. Only a single Mantoux is required if the person has documentation of either a single-step Mantoux test or a two-step Mantoux test within one year of commencing work.

(ii) If either step of the Mantoux test is significant, the person shall have a chest x-ray and shall not enter the residential facility until after the results of the chest x-ray have been obtained and the person is determined to not have active pulmonary tuberculosis. Whenever a chest x-ray is required by this paragraph, a new chest x-ray need not be performed if the person has had a chest x-ray no more than thirty days before the date of the significant Mantoux test. Additional Mantoux testing is not required after one medically documented significant test. A subsequent chest x-ray is not required unless the person develops symptoms consistent with active tuberculosis.

(iii) For persons with a significant Mantoux test and the chest x-ray does not indicate active pulmonary tuberculosis, the facility shall require that the person be evaluated and considered for preventive therapy. Thereafter, the facility shall require the person to report promptly any symptoms of tuberculosis which include unexplained weight loss, loss of appetite, chronic cough of more than three weeks, fever, coughing, and spitting up blood and night sweats. The facility shall annually document the presence or absence of symptoms suggestive of tuberculosis in such a person and maintain this documentation on file.

(iv) After initial screening for tuberculosis required by this paragraph and annually thereafter within one year plus or minus thirty days of the previous year's date of screening, a tuberculosis screening for symptoms suggestive of active tuberculosis shall be conducted for all habilitation and support staff. This screening shall include, at a minimum, questions about the signs and symptoms of tuberculosis as indicated in paragraph (B)(6)(b) of this rule. The frequency of any additional Mantoux skin test screenings or the need for a physician evaluation shall be dependent upon this assessment. [5123:2-3-07(B)(6)(a-c)].

e. Personnel Records. Personnel records shall be maintained for each employee in accordance with the contractor's personnel policies. [5123:2-3-07(D)].

f. Professional Staff Credentials. Professional program staff must be licensed, certified, or registered, as applicable by the state, to provide professional services in the field in which they practice. [5123:2-3-07(B)(7)].

g. First Aid and CPR Training. The Contractor shall ensure that designated staff receive training in first aid and CPR to comply with the requirements established in rule 5123:2-3-07("Employment and Staffing") of the Administrative Code. [5123:2-3-08(B)(5)].

h. Compliance with Laws. Upon request, Contractor shall provide the Developmental Center with a copy of any report or abstract obtained under Ohio Administrative Code 5123:2-3-06, 5123:2-3-07(D), 5123:2-3-07(B)(7), 5123:2-3-07(B)(6)(a-c), 5123:2-3-08(B)(5).

SECTION E. NATURE OF CONTRACT

1. Agency enters into this Contract in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and

Contractor warrants that it does possess the necessary expertise and experience. It is specifically understood that the nature of the services to be rendered under this Contract are of such a personal nature that Agency is the sole judge of the adequacy of such services. Agency thus reserves the right to terminate this Contract should Agency at any time be dissatisfied with Contractor's performance of its duties under this Contract.

2. In the event of a termination of this Contract by Agency, Contractor shall be reimbursed in accordance with Section G., Termination of Contractor's Services.

3. Agency may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Contract. Upon such notice, Contractor shall comply with such instructions and fulfill such requests to Agency's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. Agency retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Contract.

SECTION F. CERTIFICATION OF FUNDS

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Contract shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Agency gives Contractor written notice that such funds have been made available to Agency by Agency's funding source.

SECTION G. TERMINATION OF CONTRACT

1. Agency may, at any time prior to the completion of services by Contractor under this Contract, suspend or terminate this Contract with or without cause by giving five (5) days written notice to Contractor.

2. Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, 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, conclusions resulting therefrom, and any other matters Agency requires.

3. Contractor shall be paid for services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with invoices as required under Section C. In the event of suspension or termination, any payments made by Agency for which Contractor has not rendered services shall be refunded.

4. In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services under this Contract. All such materials shall become and remain the property of Agency, to be used in such manner and for such purpose as Agency may choose.

5. Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.

6. Contractor may terminate this Contract with or without cause upon thirty (30) days prior written notice to Agency.

SECTION H. INDEPENDENT CONTRACTOR

1. No relationship of employer and employee is created by this contract. Contractor will act hereunder as an independent contractor with no claim under this Contract or otherwise against Agency or the State of Ohio for business expenses, travel expenses, vacation pay, sick pay, retirement benefits, workers compensation, or disability or unemployment insurance benefits or employee benefits of any kind. Contractor is not eligible to participate in any employee benefit or retirement plans offered by Agency or the State or Ohio. Agency shall withhold no payroll or employment taxes of any kind.

2. Contractor is solely responsible for all of Contractor's business expenses, including the payment or withholding of all federal, state and local income taxes, workers compensation insurance, social security and unemployment insurance, and the payment of wages and salaries, travel expenses, insurance of every kind, and health and retirement plans. Contractor shall indemnify and hold Agency harmless from and against any and all claims, demands, liabilities, losses, damages and expenses resulting in any manner from any act or omission of Contractor or its employees related to its obligation to pay and withhold income tax, social security, unemployment insurance and to maintain worker's compensation insurance.

3. Nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that Agency shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.

4. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

SECTION I. RECORD KEEPING

1. Until the expiration of six (6) years after the termination of this Contract, Contractor will, upon proper request, allow the Comptroller General of the United States, the U.S. Department of Health and Human Services, the State of Ohio, the Ohio Medicaid Fraud Control Unit and the Ohio Department of Job and Family Services and their duly-authorized representatives access to Contractor's books, documents and records necessary to certify the nature and extent of costs of reimbursable services provided under this Contract. For each subcontract in excess of $10,000, the Contractor shall require the subcontractor to agree to these record keeping provisions. If Contractor is requested to disclose any books, documents or records relevant to their Contract for the purpose of an audit or investigation by any government agency, Contractor shall immediately notify Agency of the nature and scope of the request and shall make available to Agency all books, documents and records relevant to the request.

2. All provisions under this section survive the expiration or termination of this Contract.

SECTION J. CONFLICTS OF INTEREST, ETHICS, AND LEGAL COMPLIANCE

1. No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

2. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

3. Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2011-03K. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws and Executive Order.

4. Contractor represents and warrants that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

5. Contractor represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

6. Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25. If this representation and warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

7. Contractor hereby represents and warrants to Agency that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization." Contractor further represents and warrants that it has provided or will provide such Declaration to Agency prior to execution of this Contract. If these representations and warranties are found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

8. Contractor represents and warrants that neither it nor any of its employees or agents are excluded from participation under any Federal health care program, as defined under 42 U.S.C. Section 1320a-7b(D), for the provision of items or services for which payment may be made under a Federal health care program; Contractor has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that Contractor knows is excluded from participation in any Federal health care program, and no final adverse action, as defined under 42 USC Section 1320a-7e(g) has occurred or is pending against Contractor or to its knowledge against any employee contractor or agent engaged to provide items or services under this Contract (collectively, "Exclusions/Adverse Actions"). Contractor shall notify Agency of any Exclusions/Adverse Actions within five (5) business days of its learning of such Exclusions/Adverse Actions.

9. Contractor shall comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

10. Contractor warrants that it has not entered into, nor shall it enter into, other Contracts, without prior written approval of Agency, to perform substantially identical work for the

State of Ohio such that the product contemplated hereunder duplicates the work called for by the other Contracts.

11. Contractor represents and warrants that neither it nor any of its employees or agents has been convicted of any offense set forth in Section 5123.081(E) of the Ohio Revised Code.

12. Contractor affirms that neither it nor any of its employees or agents is presently holding a civil service position with the State of Ohio. The Contractor (if an individual) declines a civil service position for the reason(s) identified below.

- ☐ contractor is not an individual
- ☐ not interested in benefits
- ☐ not interested in civil service appointment
- ☐ compensation and benefits is inadequate
- ☐ other

SECTION K. NONDISCRIMINATION

1. Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, veteran status, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.

2. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, national origin, veteran status or disability.

3. Pursuant to Ohio Revised Code Section 125.111, Contractor shall maintain 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 Department of Administrative Services.

4. Contractor shall not discriminate in the provision of services on account of race, color, religion, sex, age, natural origin, veteran status or disability.

SECTION L. LIABILITY

1. Contractor agrees to indemnify and to hold Agency and the State of Ohio harmless and immune from any and all claims, costs and liabilities for injury or damages arising from this Contract which are attributable to Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

OR – (select either the paragraph above or below – then delete the other and this note; use the paragraph below if contracting with another public agency, use the paragraph above for all other contracts)

1. Each party shall accept and be responsible for its own acts or omissions, as well as those of its employees discharging its obligations under this Agreement. Nothing in this Agreement shall be interpreted or construed to place any responsibility for acts or omissions of one party or its employees onto the other party.

2. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

3. Contractor shall purchase and maintain comprehensive general and professional liability insurance each in the minimum amount of $1,000,000 per occurrence. Upon request, Contractor shall furnish Agency with a certificate of coverage.

SECTION M. COMPLIANCE WITH LAWS

1. Contractor, in the execution of duties and obligations under this Contract, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

2. a. The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment.

   b. The Contractor also affirms, understands, and agrees to immediately notify Agency of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

   c. The Agency is not obligated and shall not pay for any services provided under this Contract that the Contractor or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and Contractor shall immediately return to the Agency all funds paid for those services. In addition, if the Contractor or any of its subcontractors perform any such services outside of the United States, the Agency may, at any time after the breach, terminate this Contract for such breach, upon written notice to the Contractor. If the Agency terminates the Contract, the Agency may buy substitute services from a third party, and the Agency may recover the additional costs associated with acquiring the substitute services.

   d. If the Contractor or any of its subcontractors prepares to perform services, changes or shifts the location(s) of services performed by the Contractor or its subcontractors under this Contract to a location(s) outside of the United States, but no services are actually performed, the Contractor has 30 days to change or shift the location(s) of services performed to location(s) within the United States. The Agency may recover liquidated damages in the amount of 5% of the value of the contract for every day past the time permitted to change or shift the location(s).

SECTION N. CONFIDENTIALITY

1. Contractor agrees that all data, reports and information received from Agency shall be used only for the services to be provided under this Contract. Contractor agrees that all discussions with Agency personnel and all reports prepared by Contractor are confidential. Contractor agrees to maintain the confidentiality of all such information and will not release such information without the prior written authorization of Agency.

2. Contractor ☐ IS or ☐ IS NOT a "business associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45CFR160.03. If Contractor is a business associate then Contractor shall comply with Addendum A.

3. All provisions under this section survive the expiration or termination of this Contract.

SECTION O. ENTIRE CONTRACT/WAIVER

1. This Contract contains the entire Contract between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

2. This Contract supersedes any and all previous Contracts, whether written or oral, between the parties.

3. A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

SECTION P. NOTICES

All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon mailing and shall be sent to the addresses set forth below:

[Name] DODD [Title] [Address]	[Name] [Contractor Name] [Title] [Address]

SECTION Q. SEVERABILITY

The provisions of this Contract are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

SECTION R. CONTROLLING LAW

This Contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder.

SECTION S. SUCCESSORS AND ASSIGNS

Neither this Contract nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Contractor, without the prior written consent of Agency.

SECTION T. ACCESS TO PREMISES

Contractor acknowledges that all packages and bags brought into or taken from Agency premises may be subject to inspection by security, supervisory and management personnel. Video surveillance may also be used to assist in the protection of individuals, staff and property.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers, as of the day and year first written above.

[Name] Ohio Department of Developmental Disabilities Director	[Name] [Contractor Name] [Title]
By:_____	By:_____
Date:_____	Date:_____

[Name]
Ohio Department of Developmental Disabilities
Deputy Director

By:_____

Date:_____

[Name]
Ohio Department of Developmental Disabilities
Superintendent (if applicable)

By:_____

Date:_____

JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

WHEREAS, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

WHEREAS, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.

2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:

    a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:

        i. Reflect this Order's prohibition on the purchase of offshore services.

ii. Require service providers or prospective service providers to:

1. Affirm that they understand and will abide by the requirements of this Order.
2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
5. Disclose the principal location of business for the contactor and all subcontractors who are supplying services to the state under the proposed contracts.

b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.

i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.

c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.

d. All APOs have adequate training which addresses the terms of this Order.

4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:

a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

5. Executive Order 2010-09S is hereby rescinded.

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.

John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

DEPARTMENT OF ADMINISTRATIVE SERVICES

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 statementsof work. This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

The Bidder/Offeror 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 as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

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

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

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

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

2. Location where services will be performed by Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

4. Location where services to be performed will be changed or shifted by Contractor:

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

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

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

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

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

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

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

********** **FOR INSTRUCTIONAL USE ONLY** **********

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

  http://www.homelandsecurity.ohio.gov/dma/dma.asp

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).

- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

- Department of Public Safety Divisions:
  - Administration
  - Ohio Bureau of Motor Vehicles
  - Ohio Emergency Management Agency
  - Ohio Emergency Medical Services
  - Ohio Homeland Security*
  - Ohio Investigative Unit
  - Ohio Criminal Justice Services
  - Ohio State Highway Patrol

- * DO **NOT** SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

********** **FOR INSTRUCTIONAL USE ONLY** **********

OHIO DEPARTMENT OF PUBLIC SAFETY
EDUCATION · SERVICE · PROTECTION

OHIO DEPARTMENT OF PUBLIC SAFETY
DIVISION OF HOMELAND SECURITY
http://www.homelandsecurity.ohio.gov

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME	FIRST NAME	MI
HOME ADDRESS		
CITY / STATE	ZIP	COUNTY
HOME PHONE	WORK PHONE	

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME	PHONE
BUSINESS ADDRESS	
CITY / STATE	ZIP / COUNTY
BUSINESS/ORGANIZATION REPRESENTATIVE NAME	TITLE

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☐ No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above on of this declaration.

APPLICANT SIGNATURE	DATE
X	

ADDENDUM A
Business Associate Addendum

This Business Associate Addendum (the "Addendum") is entered into by and between the Ohio Department of Developmental Disabilities ("Agency") and Contractor.

Whereas, Agency and Contractor are parties to an agreement entered into contemporaneously herewith ("Underlying Agreement"); and

Whereas, Agency, pursuant to the Underlying Agreement, provides Contractor with certain individually identifiable protected health information that is necessary for Contractor to perform the services called for in the Underlying Agreement and is subject to protection under the Health Insurance Portability and Accountability Act of 1996("HIPAA") and the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164 ("Rules"); and

Whereas, the parties purpose for entering into this Addendum is to comply with the requirements of applicable laws and regulations, including but not limited to HIPAA and the Rules.

NOW, THEREFORE, in consideration of the forgoing and the promises and mutual covenants contained herein, the parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meaning as set forth in the Rules.

2. Duties and Responsibilities of Contractor:

   A. Contractor acknowledges and agrees that all protected health information (the "PHI"), as defined by the Rules, provided to Contractor by Agency is confidential and the property of Agency without regard to medium of storage or method of transmission of such information. Contractor agrees to keep all PHI confidential.

   B. Except as otherwise limited in this Addendum, Contractor may use or disclose PHI necessary to perform functions, activities, or services for, or on behalf of, Agency as specified in the Underlying Agreement or for the proper management and administration of Contractor, provided that such use or disclosure would not violate the Rules if done by Agency.

   C. Contractor agrees to take reasonable steps necessary to protect the security and confidentiality of PHI so as to enable Agency to comply with HIPAA, the Rules and other laws relating to the privacy and security of PHI, which are now in force or which may hereafter be in force, including, without limitation, the following actions:

      (1.) use or disclose PHI only as permitted or required by the Underlying Agreement and this Addendum, or as Required by Law; and

      (2.) use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Underlying Agreement and this Addendum; and

(3.) to the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of the Underlying Agreement or this Addendum; and

(4.) promptly report in writing to Agency any use or disclosure of the PHI not provided for by the Underlying Agreement or this Addendum, of which Contractor becomes aware; and

(5.) require any contractors or agents, including subcontractors, to whom Contractor provides PHI received from, or created or received by Contractor on behalf of Agency, to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum; and

(6.) make its internal practices (including policies and procedures), books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of Agency, available to the Secretary of the Department of Health and Human Services (the "Secretary") for purposes of determining Covered Entities compliance with the Rules. Contractor shall provide Agency with a copy of any PHI that Contractor provides to the Secretary concurrently with providing such PHI to the Secretary; and

(7.) within fifteen (15) days of receiving a written request from Agency, provide to Agency the information necessary for the Agency to make an accounting of disclosures of PHI about an Individual as necessary for Agency to comply with 45 C.F.R. 164.528; and

(8.) make available information necessary for Agency to respond to an Individual's request for access to PHI about them as is necessary for Agency to comply with 45 C.F.R. 164.524. Such information shall be made available within ten (10) ten days of receiving a written request from Agency for such information. In the event an Individual contacts Contractor, or its agents or subcontractors, directly requesting access to PHI, Contractor will not grant access to PHI but will notify Agency in writing within five (5) business days of such contact; and

(9.) within fifteen (15) days of receiving a written request from Agency, incorporate any amendments or corrections to PHI as necessary for Agency to comply with 45 C.F.R. 164.526. In the event an Individual contacts Contractor, or its agents or subcontractors, directly about making amendment to PHI, Contractor will not make any amendments to PHI but will notify Agency in writing within five (5) business days of such contact.

3. Security Rule Provisions. Contractor agrees to the following additional obligations in order that Agency may meet its obligations under HIPAA Security Rule, 45 C.F.R. Part 164, Subpart C, with respect to electronic PHI:

A. Contractor will employ appropriate administrative, technical, and physical safe guards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Agency.

B. Contractor will Report to Agency any Security Incident of which it becomes aware.

C. Contractor will ensure that any agent, including a subcontractor, to whom it provides such electronic PHI agrees to implement reasonable and appropriate safeguards to protect it.

4. Termination. Agency may immediately terminate the Underlying Agreement, including this Addendum, by giving Contractor written notice of termination, if Agency determines that

Contractor has violated a material term of this Addendum. Alternatively, Agency may in its sole discretion provide an opportunity for Contractor to cure the breach and end the violation. If Contractor fails to cure the breach to the satisfaction of Agency, the Agency may immediately thereafter terminate the Underlying Agreement. Termination of the Underlying Agreement shall result in the termination of this Addendum.

Contractor agrees that upon termination of the Underlying Agreement, it will return or destroy all PHI received from, or created or received on behalf of Agency, that Contractor still maintains in any form and retain no copies of such information. This provision shall apply to PHI that is in the possession of Contractor and any subcontractors or agents of Contractor. In the event that returning or destroying the PHI is infeasible, as determined by Agency, Contractor agrees to extend the protections of the Underlying Agreement and this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.

5. Amendment. It is the intent of the parties that the Underlying Agreement and this Addendum comply with the requirements of HIPAA and the Rules. Any ambiguity in the Underlying Agreement or this Addendum shall be resolved to permit Agency to comply with HIPAA and the Rules. If necessary, the parties agree to use good faith efforts to amend the Underlying Agreement and this Addendum from time to time as is necessary for Agency to be in compliance with HIPAA and regulations promulgated thereunder.

6. Survival. The obligations of the Contractor under this Addendum shall survive the expiration or termination of the Underlying Agreement and this Addendum.

7. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall confer, upon any person other than the parties, and their permitted successors and assigns if any, rights, remedies, obligations or liabilities whatsoever.

8. Miscellaneous: As amended by this Addendum, the Underlying Agreement and all its terms and conditions shall remain in full force and effect.

OHIO DEPARTMENT OF DEVELOPMENTAL DISABILITIES
Contract

Fiscal Year XXXX (and XXXX if applicable)

AMOUNT: $ X,XXX.XX

THE PARTIES ARE, (**vendor name**), hereinafter called "CONTRACTOR" and the **Ohio Department of Developmental Disabilities**, hereinafter called "DEPARTMENT".

WHEREAS, the DEPARTMENT desires to obtain (enter the service required); and

WHEREAS, the CONTRACTOR would provide (enter the service required).

This section below must be included if contractor is providing direct services to DD residents/clients. If not, delete)

2. (enter short name from above) shall comply with all applicable statutes and all Agency rules including but not limited to the following specific duties and responsibilities:

   a. "Direct services position" means an employment position in which the employee has physical contract with, the opportunity to be alone with, or exercises supervision or control over one or more individuals.

   b. "Specialized services" means any program or service designed and operated to serve primarily individuals with mental retardation or a developmental disability, including a program or service provided by (enter short name from above). If there is a question as to whether the (enter short name from above) or its employee is providing specialized services, the (enter short name from above) shall request that the Department make a determination. The Department's determination is final.

   c. Background Check Requirements. If (enter short name from above) will be placing employees, including staff working through a temporary agency, in a Developmental Center to work in a direct services position for the provision of specialized services to the individuals residing in the Developmental Center, the (enter short name from above) will comply with the criminal background check requirements in Ohio Administrative Code 5123:2-3-06.

   d. Tuberculosis Testing

      (i) Habilitation staff and support staff employed on or after the effective date of this rule shall be tested for tuberculosis in accordance with this paragraph. The required tuberculosis test shall include a two-step Mantoux tuberculin skin test administered by a person properly trained to administer tuberculin skin tests, or, if the person has a documented history of a significant Mantoux skin test, an x-ray. The person shall not work in the facility until after the results of the first skin test have been obtained and recorded in millimeters of in duration. If the first step is non-significant, a second step shall be performed at least seven, but not more than twenty-one, days after the first step was performed. Only a single Mantoux is required if the person has documentation of either a single-step Mantoux test or a two-step Mantoux test within one year of commencing work.

      (ii) If either step of the Mantoux test is significant, the person shall have a chest x-ray and shall not enter the residential facility until after the results of the chest x-ray have been obtained and the person is determined to not have active pulmonary tuberculosis. Whenever a chest x-ray is required by this paragraph, a new chest x-ray need not be performed if the person has had a chest x-ray no more than thirty days before the date of the significant Mantoux test. Additional Mantoux testing is not required after one medically documented significant test. A subsequent chest x-ray is not required unless the person develops symptoms consistent with active tuberculosis.

      (iii) For persons with a significant Mantoux test and the chest x-ray does not indicate active pulmonary tuberculosis, the facility shall require that the person be evaluated and considered for preventive therapy. Thereafter, the facility shall require the person to report promptly any symptoms of tuberculosis which include unexplained weight loss, loss of appetite, chronic cough of more than three weeks, fever, coughing, and spitting up blood and night sweats. The facility shall annually document the presence or absence of symptoms suggestive of tuberculosis in such a person and maintain this documentation on file.

(iv) After initial screening for tuberculosis required by this paragraph and annually thereafter within one year plus or minus thirty days of the previous year's date of screening, a tuberculosis screening for symptoms suggestive of active tuberculosis shall be conducted for all habilitation and support staff. This screening shall include, at a minimum, questions about the signs and symptoms of tuberculosis as indicated in paragraph (B)(6)(b) of this rule. The frequency of any additional Mantoux skin test screenings or the need for a physician evaluation shall be dependent upon this assessment. [5123:2-3- 07(B)(6)(a-c)].

e. Personnel Records. Personnel records shall be maintained for each employee in accordance with the contractor's personnel policies. [5123:2-3-07(D)].

f. Professional Staff Credentials. Professional program staff must be licensed, certified, or registered, as applicable by the state, to provide professional services in the field in which they practice. [5123:2-3-07(B)(7)].

g. First Aid and CPR Training. The (enter short name from above) shall ensure that designated staff receive training in first aid and CPR to comply with the requirements established in rule 5123:2-3-07("Employment and Staffing") of the Administrative Code. [5123:2-3-08(B)(5)].

h. Compliance with Laws. Upon request, (enter short name from above) shall provide the Developmental Center with a copy of any report or abstract obtained under Ohio Administrative Code 5123:2-3-06, 5123:2-3-07(D), 5123:2-3-07(B)(7), 5123:2-3-07(B)(6)(a-c), 5123:2-3-08(B)(5).

NOW THEREFORE, the parties agree as follows:

1. Term: This contract is effective _____ through _____ unless terminated prior thereto pursuant to Sections 5 or 6. Services shall not begin until CONTRACTOR receives OBM approved Purchase Order.

2. All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon mailing and shall be sent to the addresses set forth below:

[Name]	[Name]
DODD	(enter Contractor name from above)
[Title]	[Title]
[Address]	[Address]

3. The CONTRACTOR is required to (List/Describe services provided and the cost for service).

   The CONTRACTOR is required to submit a valid invoice on letterhead for the compensation incurred consistent with this Section within twenty (20) days of the end of each month. Each invoice shall contain the following information:

   a. a description of the services performed;
   b. date of the services rendered;
   c. a total for the invoice;
   d. vendor's name and address; and
   e. Department's name

4. The DEPARTMENT agrees to pay Contractor within thirty (30) days of receipt and approval of the invoice.

5. This Contract can only be modified by written/signed agreement of both parties. Any revisions shall be set up as an amendment to this Contract and shall be given to both parties for signature.

6. The DEPARTMENT reserves the right to terminate this Contract in the event that the specified services are not provided in a timely and qualitative manner.

7. This Contract is subject to the availability of funds allocated to the DEPARTMENT. If funds designated for this Contract become unavailable during the tenure of this Contract, the DEPARTMENT'S obligations under this Contract expire. The obligations of the

State of Ohio under this Contract are subject to the determination by the Director of the Ohio Department of Developmental Disabilities that sufficient funds have been appropriated by the Ohio General Assembly to the Ohio Department of Developmental Disabilities for the purposes of this contract and to the certification of the availability of such funds by the Ohio Director of Budget and Management as required by Section 126.07 of the Ohio Revised Code.

8. Pursuant to Ohio Revised Code Section 125.111, Contractor shall maintain 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 Department of Administrative Services.

9. The parties agree to comply with all applicable state and federal laws regarding a drug-free workplace. The parties shall make a good faith effort to ensure that all of their employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

10. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect, leaving the remaining provisions intact.

11. The terms and conditions set forth in this contract constitute the entire understanding between the parties with respect to the matter contained herein and supersede all prior contracts and representations whether written or oral. This contract may not be modified except in writing signed by authorized representatives of all parties.

12. Pursuant to Ohio Revised Code Section 125.111, CONTRACTOR agrees that CONTRACTOR, any subcontractor of CONTRACTOR, and any person acting on behalf of CONTRACTOR or any subcontractors of CONTRACTOR, will not discriminate, by reason of race, color, religion, sex, age, handicap, national origin, sexual orientation, Vietnam-era veteran status or ancestry against any person qualified and available to perform the work under this Contract.

13. CONTRACTOR, by signature on this Contract, certifies that CONTRACTOR is currently in compliance and will continue to comply with the requirements of Ohio Ethics law as provided by Section 102.04 of the Ohio Revised Code.

14. CONTRACTOR, by signature on this Contract, certifies that CONTRACTOR is currently in compliance and will continue to comply with Ohio Elections law, Divisions (I) and (J) of Section 3517.13 of the Ohio Revised Code.

15. No relationship of employer and employee is created by this contract. CONTRACTOR will act hereunder as an independent contractor with no claim under this Contract or otherwise against DEPARTMENT or the State of Ohio for business expenses, travel expenses, vacation pay, sick pay, retirement benefits, workers compensation, or disability or unemployment insurance benefits or employee benefits of any kind. CONTRACTOR is not eligible to participate in any employee benefit or retirement plans offered by DEPARTMENT or the State or Ohio. DEPARTMENT shall withhold no payroll or employment taxes of any kind

16. CONTRACTOR warrants that it is not subject to an "unresolved" finding for recovery under Section 9.24 of the Ohio Revised Code. If the warranty is deemed to be false, this Contract is void ab initio and CONTRACTOR must immediately repay to the State of Ohio any funds paid under this Contract.

17. Contractor ☐ IS or ☐ IS NOT a "business associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45CFR160.03. If Contractor is a business associate then Contractor shall comply with Addendum A.

18. a. The Contractor affirms to have read and understands Executive Order 2010-09S shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment.
b. The Contractor also affirms, understands, and agrees to immediately notify Agency of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.
c. The Agency is not obligated and shall not pay for any services provided under this Contract that the Contractor or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and Contractor shall immediately return to the Agency all funds paid for those services. In addition, if the Contractor or any of its subcontractors perform any such services outside of the United States, the Agency may, at any time after the breach, terminate this Contract for such breach, upon written notice to the Contractor. If the Agency terminates the Contract, the Agency may buy substitute services from a third party, and the Agency may recover the additional costs associated with acquiring the substitute services.
d. If the Contractor or any of its subcontractors prepares to perform services, changes or shifts the location(s) of services performed by the Contractor or its subcontractors under this Contract to a location(s) outside of the United States, but no services are actually performed, the Contractor has 30 days to change or shift the location(s) of services performed to

location(s) within the United States. The Agency may recover liquidated damages in the amount of 5% of the value of the contract for every day past the time permitted to change or shift the location(s).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers, as of the da and year first written above.

[Name] Ohio Department of Developmental Disabilities Deputy Director OR Superintendent	[Name] [Contractor Name] [Title]
By:_____	By:_____
Date:_____	Date:_____