

OHIO DEPARTMENT OF HEALTH

**Project DAWN (Deaths Avoided with Naloxone):
Overdose Education and Naloxone Distribution Program**

**Request for Proposals (RFP)
RFP Number: PREV-31176RFP**

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: August 22, 2013
Response Due Date: September 24, 2013**

TABLE OF CONTENTS

The Request for Proposal (RFP) consists of the following:

1. Introduction
2. Project Background
3. Contract Award, Negotiations and Duration
4. Qualifications of the Bidders
5. Project Scope of Work and Deliverables
6. Proposal Format
7. Evaluation of Proposals
8. Submission of Proposals
9. Protest Procedure
10. Certifications
11. Other Conditions
12. Attachments
 - a. Sample Contract
 - b. IRS Form W-9
 - c. Vendor Information Form
 - d. Executive Order 2011-12K
 - e. Standard Affirmation and Disclosure Form
 - f. Ohio Department of Health's Contractor Federal Funding Accountability and Transparency Act (FFATA) Reporting Form with instructions
 - g. Attachment A – Sample Policies and Procedures (Includes Medical Director Responsibilities)
 - h. Attachment B - Prescribing/Personally Furnishing Naloxone in Ohio
 - i. Attachment C – Sample Budget Guidance and Kit Contents
 - j. Attachment D – Project DAWN Criteria of An Individual at-risk of Opioid Overdose
 - k. Attachment E – Work Plan Template & Instructions
 - l. Attachment F - Summary of Data Tracking Sheet

1. Introduction

The Ohio Department of Health (ODH) is seeking proposals from qualified agencies or organizations to implement its community-based Overdose Education and Naloxone Distribution Program (OENDP), known as Project DAWN (Deaths Avoided with Naloxone). Project DAWN provides overdose prevention education and distributes intranasal naloxone hydrochloride to those deemed at-risk for an opioid overdose. In 2012, the Ohio Department of Health, Violence and Injury Prevention Program allocated seed money and technical assistance to initiate Project DAWN at the Portsmouth City Health Department. The program has since expanded to Cuyahoga County. Project DAWN is named in memory of Leslie Dawn Cooper, who struggled with addiction for years before dying of a witnessed opioid overdose on October 3, 2009.

Pre-Proposal Conference Call. ODH will hold a Pre-Proposal Conference Call during the RFP posting period. The purpose of this conference call is to discuss the RFP and the work with prospective offerors and to allow them to ask questions arising from their initial review of this RFP. **The call will be held on September 5, 2013 from 10:00am – 11:00am.** The call-in information is as follows:

Call-in number: (866) 961-9227

Meeting ID: 84678

Password: 84678

Please note: Attendance on the Pre-Proposal Conference Call is not a prerequisite to submitting a Proposal.

2. Project Background

The Ohio Violence & Injury Prevention Program (VIPP) is a comprehensive injury prevention program for the State of Ohio. One of the main goals of the VIPP is reduce unintentional drug overdose through evidence-informed policies and programs.

Ohio is in the grips of a drug overdose epidemic. From 1999 to 2011, Ohio's death rate due to unintentional drug overdose has increased 440 percent. Drug overdoses caused 1,765 deaths to Ohio residents in 2011. This is equivalent to 5 Ohioans dying every day or one Ohioan dying every 5 hours. The dramatic increase in drug overdose deaths has been driven largely by opioids such as prescription pain relievers and heroin.

Among the tools available to prevent opioid drug overdose deaths is naloxone hydrochloride (also known as Narcan). Naloxone is indicated for the complete or partial reversal of narcotic depression, including respiratory depression, induced by opioids including natural and synthetic opioids, and certain partial opioid antagonist analgesics. When administered during an overdose, naloxone blocks the effects of opioids on the brain and temporarily restores breathing within minutes.

In response to the growing overdose deaths caused by opioids, several states and localities have implemented Overdose Education and Naloxone Distribution Programs (OENDPs). OENDPs provide overdose training and take-home doses of naloxone to those who are at high-risk for an overdose. OENDPs provide training in recognizing the signs and symptoms of an overdose, instruction on how to perform rescue breathing, administration of naloxone and the importance of calling 911. Such programs have been proven effective at reversing opioid overdoses. Since 1996, more than 53,000 individuals in the U.S. have been trained by OENDPs resulting in more than 10,000 overdose

reversals using naloxone. There are approximately 200 sites (including 2 Project DAWN programs in Ohio) where naloxone is being distributed in 16 states.

By expanding the Project DAWN program to new sites around Ohio, the VIPP hopes stem the substantial increase in opioid-related drug overdose deaths.

3. Contract Award, Negotiations and Duration

Contingent upon the availability of funds and approval by the Director of Health, up to three separate contracts will be awarded. For each contract, there is a ceiling award of \$24,000 per year for State Fiscal Year 14 (July 1, 2013 – June 30, 2014) and State Fiscal Year 15 (July 1, 2014 – June 30, 2015). The resultant contract shall be in effect from approximately October 20, 2013 through June 30, 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. The operating biennium expires June 30th of each odd-numbered calendar year.

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

4. Qualifications of the Bidders

4.1 Qualified Bidders are agencies or organizations that meet the following qualifications:

- a. Have the ability to implement a Project DAWN program in a community-based setting whereby individuals who meet the risk criteria can obtain training and an overdose reversal kit.
- b. Have at least one physician to serve as the program's medical director that is demonstrated in a letter of commitment (See **Attachment A** for a sample outline of the responsibilities of a Project DAWN Medical Director).
- c. Is able to dispense naloxone on-site (as evidenced by an existing terminal distributor license from the Ohio Board of Pharmacy or the intent to apply for one) or through a participating local pharmacy, as demonstrated by a letter of commitment from the proposed medical director or the participating pharmacy (See **Attachment B** for information regarding naloxone prescribing and dispensing in Ohio).
- d. Can provide a sustainability plan of how the Overdose Education and Naloxone Distribution Program (OENDP) will be sustained beyond the period for which funding is requested including the formation of partnerships (notably hospitals and health systems), capacity to bill for services and/or leveraging of additional resources.
- e. Can provide a detailed budget for program expenses (See **Attachment C** for a sample budget guidance and naloxone kit contents).
- f. Is able to provide details about the operation of their OENDP that includes:
 - o Project description: a summary of the overall project operation including plans for naloxone distribution and client education on overdose prevention.
 - o Identification of need for an OENDP in their community which includes county-level data on fatal and non-fatal overdose, opioid abuse and treatment rates, and/or other indicators of need such as descriptions of at-

risk client populations. (See **Attachment D** for Project DAWN criteria of an individual at-risk of opioid overdose).

- Project setting, including hours of operation.
- Identification and recruitment of the at-risk target population and an estimate of the number of clients to be served during the funding period. (See **Attachment D** for Project DAWN criteria of an individual at-risk of opioid overdose).
- Staffing and staff training requirements.
- Participant follow-up and data collection of overdose reversals.
- Evaluation plan.

5. Project Scope of Work and Deliverables. The successful bidder(s) will establish a Project DAWN OENDP in their 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 October 20, 2013 through June 30, 2015 (*Note: State Fiscal Year [SFY] 14 is July 1, 2013 – June 30, 2014. SFY 15 is July 1, 2014 – June 30, 2015*) the successful bidder(s) shall:

- a. Attend conference calls once a month with Violence and Injury Prevention Program (VIPP) staff to discuss program implementation and contract deliverables. **(SFY 14 and SFY 15)**
- b. Host one program site visit for VIPP staff. **(SFY 14).**
- c. With technical assistance from the VIPP, develop and submit a program policies and procedures document signed by the medical director that include the following: 1) Clinical Pharmacology of Naloxone; 2) Purpose of Project DAWN; 3) Program Description; 4) Program Operative Dynamics and Procedures (which includes staff training); and 5) Data Collection and Evaluation. Sample policies and procedures will be provided by VIPP staff. **(SFY 14).**
- d. With technical assistance from the VIPP, the successful bidder(s) will develop and submit the intake form, refill form, and data collection tracking sheet. Samples will be provided by VIPP staff. **(SFY 14).**
- e. Provide to the VIPP an annual outreach plan that outlines how they will identify and recruit individuals at risk for opioid overdose (See **Attachment D** for Project DAWN criteria of an individual at-risk of opioid overdose) to participate in their program. **(SFY 14 and SFY 15).**
- f. Work with the VIPP to finalize program materials for printing **(SFY 14).**
- g. Procure all of the supplies necessary to assemble and distribute the Project DAWN kits (See **Attachment C** for a sample budget guidance and naloxone kit contents) **(SFY 14).**
- h. Implement a Project DAWN OENDP, as outlined in their program policies and procedures at the site specified in their proposal. A minimum of 200 individuals shall be recruited and trained by the program over the course of the contract. This number may include friends and families of at-risk opioid users. [*Note: Under*

*current Ohio law, friends and family members can be trained in overdose prevention techniques and naloxone administration but may not receive a personal prescription for naloxone. However, this situation may change if pending Ohio legislation is enacted. For questions regarding current Ohio law on prescribing naloxone, please see **Attachment B**] (SFY 14 and SFY 15).*

- i. Provide the requisite record keeping and ensure that the tracking sheet is provided to the ODH VIPP as outlined in **section 5.2(c)** of this RFP. **(SFY 14 and SFY 15).**
 - j. Conduct an evaluation of the program **(SFY 15).**
- 5.2 Deliverables. For the period on or about October 20, 2013 through June 30, 2015 (Note: State Fiscal Year [SFY] 14 is July 1, 2013 – June 30, 2014. SFY 15 is July 1, 2014 – June 30, 2015) the successful bidder(s) shall:
- a. Provide the VIPP a copy of the following: program policies and procedures signed by the medical director, program intake form, refill form, and data collection tracking sheet **(SFY 14).**
 - b. Host one ODH VIPP site visit **(SFY 14).**
 - c. Provide the VIPP with a copy of their data tracking sheet on February 14, 2014, July 11, 2014 and January 16, 2015 (see **Attachment F** for a summary of a sample data collection tracking sheet that has been developed by ODH) **(SFY 14 and SFY 15).**
 - d. Provide to the VIPP an annual outreach plan that outlines how they will identify and recruit individuals at risk for opioid overdose to participate in their program. The outreach plan should demonstrate progress towards recruiting and training the minimum number of program participants as outlined in **section 5.1(h)** of this RFP. **(SFY 14 and SFY 15).**
 - e. Complete a program evaluation report, including the submission of a final data collection tracking sheet, sustainability plan, and overall project assessment including challenges and lessons learned by the end of the contract period. Guidance will be provided by the VIPP **(SFY 15).**
 - f. Attend conference calls once a month with VIPP staff to discuss program implementation and contract deliverables **(SFY 14 and SFY 15).**

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 offerors an opportunity to submit revised proposals based on the revised requirements. Proposals shall be submitted with an original with three copies and an electronic version in Microsoft Word. ***Proposals shall contain the sections listed below separated by tabbed and labeled dividers.***

6.1 Addenda to the RFP.

- 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.

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

6.2 Proposal Cover Sheet.

- a. Bidder name, address and federal tax identification number.
- b. Name of Bidder's contact person, title, address, telephone, fax numbers and e-mail address.
- c. Amount of total bid.
- d. RFP number and project title.

6.3 Table of Contents.

6.4 Project Proposal.

- a. The project proposal shall include how the bidder meets the qualifications in **section 4**, above, including the required letters of commitment and proposed budget.
- b. Identification and qualifications, including resumes, of key project personnel and their responsibilities to the project.
- c. 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 **section 5** of this RFP, but which are required for its satisfactory completion.

6.5 Project Implementation.

- a. 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** of this RFP, Project Scope of Work and Deliverables. All of the tasks outlined in **section 5** must be clearly identified and discussed. Responses should address and specify the exact section number as described in this document. For example, bidders should specify **section 5.1(a)** when discussing monthly calls with ODH VIPP staff.
- b. Bidder will provide a detailed work plan including SMART objectives, activities, staff responsible and benchmarks. (See **Attachment E** for work plan template).
- c. A description of the location and principal office from which the work is to be performed.
- d. Identification of the amount of time that lead and key project personnel will be expected to work on the project.
- e. A description of contingency plans for completing the project, should the lead or key project personnel become unavailable for any reason.
- f. Identification of any anticipated difficulties in meeting the project specifications and a description of proposed solutions to these difficulties.
- g. Proposals should include documentation of the financial stability of the Bidder in order to demonstrate the financial capacity to complete the project.
- h. 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.
- i. 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.

6.6 Cost Proposal. ***The bid must contain a fixed price by deliverable*** to be charged ODH for the development and implementation of an Overdose Education and Naloxone Distribution Program (OENDP).

7. Evaluation of Proposals.

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

- 7.2 Committee Review of the Proposals. The evaluation committee will evaluate each proposal that the procurement representative has determined is timely, complete and properly formatted. The evaluation will be according to the criteria contained in the RFP.
- 7.3 Proposal Evaluation Criteria. In the proposal evaluation phase, the evaluation committee will rate the proposal submitted in response to the RFP based on the following criteria and weight assigned to each criterion. If the bidder meets the mandatory requirements in **section 7.4**, Mandatory Requirements, the bidder's proposal will be included in the next part of the evaluation, i.e., Technical Criterion. Any proposal that does not meet the mandatory requirements of the RFP will not be considered. All other proposals will be evaluated and scored according to the requirements of the evaluation criteria outlined below. In order to be considered for the project, each proposal must receive at least 60% of the total points available under the technical scoring component. Total technical points available are 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 offeror whose proposal represents the best value to the State/ODH.
- 7.4 Mandatory Requirements. The bidder must demonstrate that the bidder:
- a. Has the ability to implement an Overdose Education and Naloxone Distribution Program (OENDP) in a community-based setting whereby individuals who meet the risk criteria can obtain training and a Project DAWN overdose reversal kit.
 - b. Has at least one physician to serve as the program's medical director that is demonstrated in a letter of commitment from the physician (See **Attachment A** for a sample outline of the responsibilities of a Project DAWN Medical Director).
 - c. Is able to dispense naloxone on-site (as evidenced by an existing terminal distributor license from the Ohio Board of Pharmacy or the intent to apply for one) or through a participating local pharmacy, as demonstrated by a letter of commitment from either the proposed medical director (for on-site dispensing) or the participating pharmacy (for off-site dispensing). (See **Attachment B** for information regarding naloxone prescribing and dispensing in Ohio).
 - d. Provides a sustainability plan of how the OENDP will be sustained beyond the period for which funding is requested including the formation of partnerships (notably hospitals and health systems), capacity to bill for services and/or leveraging of additional resources.
- The Evaluation Committee must document how the successful Contractor meets or does not meet each mandatory requirement.
- 7.5 **Point Values/Rating.** The following point values (0 – 5) will be used to rate each proposal on the technical criteria.

Point Value	Explanation
0	Does Not Meet. Proposal does not comply with the requirements. Document shortfall or what is missing in the response.
1	Weak. Response does not substantially meet the requirements. Document shortfalls or what is missing in the response.
2	Moderate. Proposal meets most of the requirements, however, is weak in some areas.
3	Meets. Proposal generally meets the requirements.
4	Strong. Proposal exceeds requirement.
5	Greatly Exceeds. Proposal significantly exceeds requirements.

7.6 **Technical Requirements, Evaluation and Scoring.** Each bid proposal will be scored and numerical technical point values will be assigned according to the criteria listed.

TECHNICAL CRITERIA	Weight	Rating (0-5)	Technical Score
Project description.	5		
Identification and recruitment of the at-risk target population and an estimate of the number of clients served during the funding period.	15		
Description of staffing and staff training requirements.	10		
Description of participant follow-up and data collection of overdose reversals.	5		
Identification of need for an Overdose Education and Naloxone Distribution Program in their community.	5		
Description of project setting, including hours of operation.	5		
Evaluation plan description.	10		
Detail of sustainability plan and leveraging of additional resources.	15		
Complete and reasonable budget.	10		
Detailed work plan including objectives, key activities, timeline, staff responsible and benchmarks.	20		
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 preference designated in the Buy Ohio Guidelines as codified in Ohio Administrative Code section 123:5-1-06 will apply to the evaluation of proposals under this RFP. Based on the evaluation committee's evaluation of the proposals and cost, a recommendation of selection will be sent to the Director of the Ohio Department of Health. The Director will make a selection and his decision is final.

8. Submission of Proposals

8.1 To be considered, an original and three copies of the proposal must be submitted no later than 4:00 p.m. on September 24, 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 September 6, 2013. Answers to the questions will be posted to the DAS website: <http://procure.ohio.gov/proc/searchProcOpps.asp> by September 10, 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-31176. 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 September 24, 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”**:

“CONTRACTOR ”	
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:

“Contract Period”	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.
“Contract Beginning Date”	INSERT DATE, or the date of Contract execution by both Parties, whichever is later.
“Contract Ending Date”	INSERT DATE, or the date of Contract termination, whichever is first.
May Contract be Renewed?	YES OR NO, Contract DOES OR DOES NOT Contain Renewal Clause allowing additional term to continue performance until INSERT DATE.
“Extended Contract Beginning Date”	INSERT DATE
“Extended Contract Ending Date”	INSERT DATE, or if the Contract is extended and subsequently terminated before that date, the Contract termination date.

1.03 Contract Funding.

“Contract Funding Source” (in whole or in part)	
“Total Contract Amount”	(Not to exceed) \$
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:

ODH “Contract Manager”	
Title	
Address	
Address	
Telephone	
Fax	
Email	

1.05 ATTACHMENTS to this Contract:

ATTACHMENT 1.06	“Scope of Work, Deliverables, and Compensation”
ATTACHMENT 2.13	Executive Order 2011-12K, “Governing the Expenditure of Public Funds for Offshore Services”
ATTACHMENT [xx.xx]	[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]
ATTACHMENT 2.04.01	“Notice of Intent to Renew and ODH Acceptance of Contract Renewal”

1.06

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

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 30th 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), 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.*

	Scope of Work and Deliverables *(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.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <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.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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.

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)

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

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) <input type="checkbox"/> PHONE <input type="checkbox"/> 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		
<input type="checkbox"/> ADDITIONAL CONTACT PERSON <input type="checkbox"/> 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)		
<input type="checkbox"/> 2/10 NET 30 <input type="checkbox"/> NET 30 <input type="checkbox"/> NET 45 <input type="checkbox"/> NET 60 <input type="checkbox"/> NET 90		
SECTION 8 – PURCHASE ORDER DISTRIBUTION – OTHER THAN USPS MAIL		
EMAIL <u>OR</u> 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>SUBMIT FORM TO:</p> <p>Mail: Ohio Shared Services Attn: Vendor Maintenance P.O. Box 182880 Cols., OH 43218-2880</p> <p>Email: vendor@ohio.gov</p> <p>Fax: 1 (614) 485-1052</p>	<p>QUESTIONS? PLEASE CONTACT:</p> <p>Phone: 1 (877) OHIO - SS1 (1-877-644-6771) 1 (614) 338-4781</p> <p>Website: www.ohiosharedservices.ohio.gov/</p> <p>Email: vendor@ohio.gov</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.

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

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/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	



Policies and Procedures

Name of Location

Guidelines for the Project DAWN: Community-Based Overdose Education and Naloxone Distribution Program

Purpose: The purpose of this document is to outline the policies and procedures for the **Name of Entity** to conduct Project DAWN: Deaths Avoided With Naloxone, a community-based Overdose Education and Naloxone Distribution Program. Staff of the Project DAWN program, under the supervision of the Medical Director, will register and train Opioid Overdose Responders to administer nasal naloxone (Narcan©) to individuals experiencing an opioid overdose. Naloxone is an opioid antagonist, which is used to reverse the effects of an opioid overdose. It is a non-controlled substance.

Definitions:

Project DAWN Overdose Education and Naloxone Distribution Program: Project DAWN provides overdose prevention education and take-home overdose reversal kits containing naloxone to individuals who complete an established training and who are at-risk for opioid overdose according to established program criteria.

Project DAWN: A program conducted by the **Name of Entity** which provides overdose prevention and response education within the community to at-risk populations and trains Opioid Overdose Responders in accordance with established program policies.

Project DAWN Project Manager: The individual employed by the **Name of Entity** who has overall responsibility for administering the Overdose Education and Naloxone Distribution Program with clinical oversight from the Medical Director.

Project DAWN Overdose Prevention Educator: A person trained by the Project DAWN Project Manager, under the supervision of the Medical Director, to conduct Opioid Overdose Responder trainings.

Opioid Overdose Responder: A person who successfully completed an Opioid Overdose Prevention Training within the past two years, providing that the training was presented by an approved Project DAWN Overdose Prevention Educator.

Attachment A – Sample Policies and Procedures (Includes Medical Director Responsibilities)

Opioid Overdose Prevention Training: A standard curriculum that teaches an Opioid Overdose Responder overdose prevention techniques and basic first aid response to an opioid overdose event including the importance of implementing first aid, using naloxone and summoning EMS.

Medical Director: A physician licensed by the State of Ohio and who holds a valid DEA license and who is assigned responsibility by the Name of Entity to:

- 1) Provide medical oversight in general, including clinical oversight to the Project DAWN program;
- 2) Approve the established curriculum and the distribution policies regarding the naloxone administered through the Project DAWN Program;
- 3) Serve as an educational resource and advocate for Naloxone use among other healthcare professionals.

Authorized Prescriber: Any healthcare provider who possesses prescriptive authority under an accredited licensing Board in the state of Ohio as specified in the Ohio Revised Code, such as a Physician, an Advanced Practice Nurse, or a Physician's Assistant.

Opioid Antagonist: An FDA approved drug that negates or neutralizes, in whole or in part, the pharmacological effects of an opioid in the body. The opioid antagonist permitted under these guidelines is limited to intranasal naloxone.

Opioid Overdose Prevention Training: A training curriculum approved by the Medical Director, which instructs an Opioid Overdose Responder on prevention and reversal of opioid overdoses, including the importance of contacting emergency medical services, providing rescue breathing, and administering intranasal naloxone.

Responsibilities of Medical Director

1. The Medical Director shall oversee the clinical aspects of Project DAWN.
2. The Medical Director will approve the policies and procedures of Project DAWN, including the training curriculum.
3. The Medical Director will advise the program relative to any medical questions that may arise.
4. The Medical Director may or may not provide direct clinical care.
5. The intranasal naloxone may be purchased by the Name of Entity under the license of the Medical Director or special ordered to a nearby pharmacy.
6. The Medical Director shall be responsible for either writing prescriptions or personally furnishing naloxone on-site. He/she will also review records of other physicians or allied health care professionals who either provide a prescription or personally furnish naloxone to Opioid Overdose Responders.
7. The Medical Director will be available to the Project DAWN staff at all times during program operation for the purpose of consulting on a client-by-client basis.
8. The Medical Director will ensure proper storage of naloxone if personally furnished on-site and that the program is compliant with all state and federal rules on the dispensing of prescription medication.

Program Requirements/ Staffing

Project DAWN Project Manager - The Project DAWN program must have a designated Project Manager. The manager shall be responsible for overseeing all elements of the program and ensuring compliance with program requirements including, but not limited to:

Attachment A – Sample Policies and Procedures (Includes Medical Director Responsibilities)

- Ensure that Project DAWN Overdose Prevention Educators are trained using the approved curriculum and routinely evaluated for effectiveness and adherence to program guidelines;
- Securely maintain all required records and submit required reports to the Ohio Department of Health;
- Establish policies concerning safe storage of nasal intranasal and appropriate documentation and reporting;
- Establish and maintain relationships with area services providers and stakeholders who may be appropriate to receive and conduct Overdose Prevention Training, who may have access to segments of the target population, and/or, who may collaborate with the project in other ways; and
- Training of Project DAWN Overdose Prevention Educators. All Overdose Prevention Educators who will be training and/or registering Overdose Responders must attend the approved training program with the Project DAWN Project Manager.

At a minimum the training curriculum shall address:

- Risk factors for opioid overdose
- Prevention strategies
- Signs of an overdose
- Calling 911
- Rescue breathing
- Administering intranasal naloxone
- Completion of proper documentation
- Proper storage of naloxone
- Post-overdose care
- Refill procedure

Quality Assurance: All Project DAWN Overdose Prevention Educators will attend a mandatory training conducted by the Project Manager, with oversight from the Medical Director. The training will be no less than 2 hours long, and will cover the above mentioned topics in-depth.

The Project DAWN Project Manager will supervise all Overdose Prevention Educators providing overdose prevention education when they begin working and provide quarterly quality control checks. The Project Manager will review all documentation completed by the Overdose Prevention Educators monthly, including the Registration and Refill forms to ensure accuracy. Any clinical issues related to the dispensing of naloxone and other adverse events reported by participants will be referred immediately to the Medical Director.

Training of the Opioid Overdose Responders:

1. A *Project DAWN Registration Form* will be completed with each Opioid Overdose Responder as part of the training session. The Project DAWN Overdose Prevention Educator will conduct a brief overdose risk assessment as part of the registration process and will ensure that all paperwork is completed accurately.
2. Project DAWN Overdose Prevention Educators shall be responsible for training Opioid Overdose Responders using the Project DAWN training curriculum. The training will consist of those elements listed in the Training Curriculum section, and will include live demonstrations from the

Attachment A – Sample Policies and Procedures (Includes Medical Director Responsibilities)

participants to assess their understanding and ability to respond in an overdose situation. The Overdose Kit will contain an instructional DVD that will serve to reinforce these training steps. Opioid Overdose Responders will be encouraged to share the instructional DVD with family and friends so that they may be better able to assist them in an overdose situation.

3. Trainings may be conducted in a variety of settings. The trainings may be in small groups or conducted one-on-one. The duration of the training shall depend on the number of responders in the class and their familiarity with drug administration and overdose.
4. Opioid Overdose Responders who complete the training shall be issued a Naloxone Pharmaceutical Voucher upon successful completion of the curriculum and practical demonstration of an understanding of the subject matter. The voucher will be signed by an authorized prescriber once an authorized prescriber reviews the intake form and assesses the patient. The Voucher may be faxed to the participating pharmacy, or the participant may elect to take their voucher to Name of Pharmacy to receive the Naloxone. The participant will then return to Name of Entity with the medication to receive their overdose reversal kit. *(Please note: If personally furnishing the drug on-site, then this paragraph will be different. A physician will have to comply with all Ohio Pharmacy Board regulations.)*

Distribution of Naloxone Kits: The contents of the overdose reversal kits shall be distributed by the Opioid Overdose Prevention Educators in accordance with procedures approved by the Medical Director. The Project DAWN staff are responsible for putting the contents of each kit together. Each kit shall include:

1. (2) mucosal atomization devices
2. An instructional DVD and Project DAWN booklet which contains step-by-step instructions for naloxone intranasal administration and emergency response techniques
3. A mouth-to-mouth resuscitation barrier device
4. An identification card

Naloxone refills shall be made available to anyone who has previously completed the training and is a registered Overdose Responder. The Overdose Prevention Educator shall complete the required reporting form and record the reason for the refill, i.e. loss, theft, expiration, or use for an overdose reversal.

Data Collection and Record Keeping: A *Project DAWN Registration Form* shall be completed with each trained OD Responder. Copies of the forms shall be securely stored at the program site and will comply with all state and federal regulations pertaining to the proper storage of medical records. A *Project DAWN Refill Form* shall be completed for each report of the use of the naloxone or request for a refill.

Safe Storage of Naloxone Supplies and Program Records: The Project DAWN Project Manager shall ensure that all naloxone kits are securely stored in a locked cabinet at the program site and consistent with the manufacturer's guidelines. A system will be developed to remind the Project Manager when a participant's naloxone is due to expire-and efforts will be made to contact the participant in the month preceding the expiration date.

Reviewed: _____ Date: _____

Attachment B - Prescribing/Personally Furnishing Naloxone in Ohio



State Medical Board of Ohio
30 E. Broad St., 3rd Floor
Columbus, OH 43215-6127
614-466-3934



Ohio State Board of Pharmacy
77 S. High Street, Room 1702
Columbus, OH 43215-6126
614-466-4143



Ohio Board of Nursing
17 S. High Street
Columbus, OH 43215-7410
614-466-3947

JOINT REGULATORY STATEMENT **Prescription of Naloxone to High-Risk Individuals** ***April 2013***

This statement provides information concerning the prescription of Naloxone to individuals at high-risk of an opioid overdose. This statement is only intended to provide an overview. Prior to prescribing naloxone, prescribers should seek detailed information regarding risk factors for opioid overdose, the use of naloxone, and the laws and rules regulating prescribers in Ohio, i.e., physicians, physician assistants and advanced practice registered nurses with a certificate to prescribe.

This statement should not be construed as legal or health care advice, but as information intended to increase the awareness and knowledge of authorized prescribers, pharmacists and the public about the use of naloxone to prevent or reverse the effects of opioids. Prescribers should seek legal counsel if clarification or legal advice is needed.

Background

Preventing Drug Overdoses

From 1999 to 2010, Ohio's death rate due to unintentional drug overdoses increased 372 percent. Due to the alarming increase in drug overdose deaths, the Governor's Cabinet Opiate Action Team, the Prescription Drug Abuse Action Group (PDAAG), Project DAWN (Deaths Avoided with Naloxone) and Ohio's professional licensing boards are working toward ways to enhance professional awareness and educate licensees regarding additional ways we can all contribute to saving lives, especially when faced with meeting the formidable challenge of treating opiate abuse and addiction. This statement is intended to raise awareness about the benefits of naloxone (Narcan™) for individuals at high-risk of opioid overdose.

Naloxone is a medication primarily used to prevent or reverse the effects of opioids, including respiratory depression, sedation and hypotension. When administered during an overdose, naloxone blocks the effects of opioids on the brain to restore effective breathing. In the presence of physical dependence on opioids, naloxone will induce withdrawal symptoms. Emergency medical professionals have safely used naloxone with patients for over 40 years. Naloxone is not known to produce tolerance or cause physical or psychological dependence in patients. A contraindication for naloxone use is in patients who are known to be hypersensitive to the medication.

Prescribing Considerations

Prescribing Naloxone

Naloxone can be legally prescribed by a physician, physician assistant, or advanced practice registered nurse who is an Ohio authorized prescriber for patients who present a high-risk for opioid overdose, after the patient is evaluated by the prescriber who determines the patient would benefit from the prescription for naloxone. When prescribed, indications for and methods of administration should be explained to patients, along with any potential risks.

Personally Furnishing Naloxone to a Patient

“Personally furnish” means the distribution of drugs by a prescriber to the prescriber’s patients for use outside the prescriber’s practice setting. In Ohio, only physicians are authorized to personally furnish naloxone. Physician assistants and advanced practice registered nurses are not authorized to personally furnish naloxone.

Providing Naloxone to a Third-Party

Authorized prescribers may not prescribe or personally furnish naloxone to an individual for the purpose of encouraging the individual to distribute or administer the medication to others.

Risk Factors, Education, and Naloxone Prescription Programs

Risk factors for Opioid Overdose

Patients with the risk factors below may be in danger of an opioid overdose. These risk factors may be indicators for prescribing or personally furnishing naloxone. The factors include, but are not limited to:

- Recent medical care for opioid poisoning/intoxication/overdose
- Participant in a medical regime designed to provide Medication-Assistance Treatment for opioid addiction
- Suspected or confirmed history of heroin or nonmedical opioid use
- High-dose opioid prescription (≥ 80 mg/day morphine equivalence)
- Any Methadone prescription for opioid-naive patient
- Recent release from jail or prison with a history of opioid abuse
- Recent release from mandatory abstinence program or drug detoxification program
- Enrollment in Methadone or buprenorphine detoxification or maintenance program (for either addiction or pain management)
- Any opioid prescription and known or suspected:
 - Smoking, COPD, emphysema, asthma, sleep apnea, or other respiratory disease
 - Renal or hepatic disease
 - Alcohol use
 - Concurrent benzodiazepine use or any concurrent sedating medication use

- Concurrent antidepressant prescription
- Remoteness from or difficulty accessing medical care
- Voluntary patient request for naloxone, or any other factor that makes the patient at high-risk for opioid overdose.

Education

Individuals receiving naloxone should be advised of the following:

- Overdose prevention techniques
- Recognizing signs and symptoms of overdose
- Calling 911
- Airway and breathing assessment/Rescue breathing/Recovery position
- Naloxone storage, carrying, and administration in an emergency situation
- Reporting of overdose and refill procedures
- Post-overdose follow-up care

Naloxone Prescription Programs

Naloxone Prescription Programs (NPPs), which provide overdose training and take-home doses of intranasal naloxone to high-risk patients, can be effective at saving lives. According to a recent report by the Centers for Disease Control and Prevention, since 1996, 53,032 individuals have been trained by NPPs resulting in 10,171 overdose reversals using naloxone. In addition to providing naloxone for administration in cases when medical help is not immediately available, NPPs provide training in recognizing the signs and symptoms of an overdose, instruction on how to perform rescue breathing and the importance of calling 911.

Summary

Due to the alarming increase in drug overdose deaths, state agencies, private entities, and Ohio's professional licensing boards are working toward ways to enhance professional awareness and education regarding the prescription and use of naloxone. This statement is an overview intended to raise awareness about the benefits of naloxone for individuals at high-risk of opioid overdose. We encourage licensees to learn more about NPPs, such as Project DAWN, and the use of the prescription of naloxone for persons at high-risk of an opioid drug overdose. For additional information please refer to <http://www.healthyohioprogram.org/vipp/drug/ProjectDAWN.aspx>.

Appendix C – Sample Budget Guidance and Kit Contents

Item	Cost Estimates
Luer-Jet™ Prefilled Syringe - Naloxone 2mg/2 ml vial - \$12.78 /vial (2 vials per kit- \$25.56/kit) - \$17.90 / vial (2 vials per kit - \$35.80/kit) \$– NDC NUMBER 76329-3369-1** (http://www.amphastar.com/images/Naloxone.pdf)	\$25.56 - \$35.80
LMA MAD Nasal™, Nasal Atomizers (2 per kit) (http://www.lmana.com/pwpcontrol.php?pwpID=6359)	\$8.50
DVDs (with cases) ***	\$1.25
Bag – Teal, Nylon CHECK WALLET 7"W X 5.5"H – (http://www.otco.com/security-bags/zipper-bags/zipper-check-wallet-bags.htm)	\$1.19
Quick Reference Guide ****	\$0.38
Laerdal® Face Shield – (http://www.laerdal.com/us/doc/115/Laerdal-Face-Shield)	\$1.64
Brochures ****	\$0.25
<p>**Low figure based on bulk hospital purchase and direct dispensing by a physician. Costs could increase if dispensed by a pharmacy and the medication is not purchased using a preferred contract. Bidders should work with local pharmacies or wholesale distributors (if dispensing on-site) to determine the price of naloxone in their budget.</p> <p>***Master copy of customized Project DAWN DVD Provided by ODH. Program will be responsible for the cost of duplication and cases provided.</p> <p>****All printed materials will be designed by ODH. Program will be responsible for the cost of printing materials.</p>	

Other budget items to consider:

- Other Printing Costs (Forms, Policy Manuals, Etc.)
- Office Supplies
- Salary & Fringe (including in-kind support)
- CPR Manikin
- Fees for licensing (i.e. Terminal Distributor License if dispensing on-site).

Attachment D – Project DAWN Criteria of An Individual at-risk of Opioid Overdose

Overdose Education and Naloxone Distribution Programs, such as Project DAWN, target a wide-range of high-risk individuals. These individuals vary from chronic pain patients who may misuse or abuse medications to non-medical users of prescription opioids and heroin users. Additional indications include: those who are opioid naïve or have abstained from using opioids (recently released from jail or treatment facility), individuals with certain health conditions (renal dysfunction, COPD, HIV/AIDS) and those who are concurrently using other central nervous system depressants (benzodiazepine, alcohol, anti-depressants). Table 1 provides a complete list of the populations targeted by Project DAWN.

Table 1. Potential indications for prescription Naloxone and risk factor for poisoningⁱ

Potential Indication/Patient Population	Documentable Risk Factor for Poisoning
1 Emergency medical care for opioid poisoning	Increased risk for subsequent unintentional poisoning and self-harm
2 Suspected illicit or nonmedical opioid user	Risk for multiple drug use; continued (multiple) drug use; reduced opioid tolerance among inpatients
3 High-dose opioid prescription (>80 mg morphine equivalence/day)	Patient incorrectly administers opioid resulting in higher risk of toxic levels
4 Any methadone prescription to opioid naïve patient	Low threshold for overdose; inexperience with long-acting opioids
5 Any opioid use and smoking/COPD/emphysema or other respiratory illness or obstruction	Increased risk of respiratory depression due to comorbidities
6 Any opioid use and renal dysfunction or hepatic disease	Prolonged and/or increased serum concentrations of opioid due to decreased metabolism and/or excretion
7 Any opioid use and HIV/AIDS	HIV seropositivity is associated with an increased risk of overdose mortality
8 Any opioid use and known or suspected concurrent alcohol use	Additive effect of multiple central nervous system depressants
9 Any opioid use and concurrent benzodiazepine use or any concurrent sedating medication use	Additive effect of multiple central nervous system depressants
10 Any opioid use and concurrent SSRI or TCA anti-depressant use	Increased toxicological risk for opioid poisoning; higher risk for substance use and self-harm
11 Released prisoners	Relapse to/initiation of nonmedical opioid use; reduced opioid tolerance; risk for multiple substance use
12 Release from opioid detoxification or mandatory abstinence program	Relapse to nonmedical opioid use; reduced opioid tolerance; risk for multiple substance use
13 Voluntary request	Perceived risk for opioid exposure
14 Patients entering methadone maintenance treatment programs (for addiction or pain)	Increased risk for poisoning in first month; risk for multiple substance use

ⁱ Project Lazarus, NC Medical Board Position Statement, <http://www.projectlazarus.org/policymakers-media/nc-medical-board-policy-statement>;

Attachment E – Work Plan Template & Instructions

Project DAWN

Population-based Objective and Work Plan: Overdose Education and Naloxone Distribution Program (OENDP)

Goal: Establish a fully functioning and sustainable Project DAWN Overdose Education and Naloxone Distribution Program.

Objectives: State the “big steps” a program will take to attain its goal. They can be used to determine a program’s status at any given point in time, and they can be measured during the funding period. Objectives should be **S.M.A.R.T.**, that is,

- **Specific** (identify who, what, and where),
- **Measurable** (identify how many by when),
- **Achievable** (can be attained),
- **Realistic** (can be attained given time and resources available),
- **Timeframed** (identify when).

Remember: They should not include more than one expectation. Work plan should include several objectives to meet program goal (eg. Objective 1, 2, 3...).

Activities	Evaluation Benchmark	Team Members Responsible
What a program does or its specific tasks to meet its objectives and ultimately fulfill its goal. There should be multiple activities for each objective.	Describe the method for ensuring that each activity has been completed, e.g. survey data, items secured, number of providers trained, focus group results, etc. The method should be well thought out and specific.	Identify the person or agency responsible for completing the activities.

Attachment E – Work Plan Template & Instructions

EXAMPLE

Project DAWN

Population-based Objective and Work Plan: Overdose Education and Naloxone Distribution Program (OENDP)

Goal: Establish a fully functioning and sustainable Project DAWN Overdose Education and Naloxone Distribution Program.

Objective #1: By November 15, 2013, OENDP coordinator and staff will assemble 150 Project DAWN overdose reversal kits.		
Activities	Evaluation Benchmark	Team Members Responsible
Work with ODH to finalize education materials, brochure and training DVD.	Receipt of master files for DVD, brochure and educational materials from ODH.	Project DAWN Project Manager & Medical Director
Work with local printer to print education materials and duplicate DVDs.	Printed materials and DVDs delivered.	Project DAWN Project Manager
Establish account with LMA and place order for 300 MAD Nasal Atomizers	Nasal Atomizers Delivered	Project DAWN Project Manager & Medical Director
Order bags and face shields.	Bags and face shields delivered.	Project DAWN Project Manager

Attachment F - Summary of Data Tracking Sheet

Summary

Demographic Information	Category	Percent	Frequency
Age	<15 years	0.0%	0
	15-24 years	0.0%	0
	25-34 years	0.0%	0
	35-44 years	0.0%	0
	45-54 years	0.0%	0
	55-64 years	0.0%	0
	65-74 years	0.0%	0
	75+ years	0.0%	0
Race/Ethnicity	white	0.0%	0
	black/african american	0.0%	0
	latino/hispanic	0.0%	0
	asian	0.0%	0
	native american	0.0%	0
	other	0.0%	0
Gender	male	0.0%	0
	female	0.0%	0
	transgender	0.0%	0
Overdose Risk	Category	Percent	Frequency
Substance Use in the past 30 days	Prescription Opioids	0.0%	0
	Herion	0.0%	0
	Methadone	0.0%	0
	Suboxone/Subutex	0.0%	0
	Benzodiazepines	0.0%	0
	Clonidine	0.0%	0
	Cocaine/Crack	0.0%	0
	Alcohol	0.0%	0

	Methamphetamines	0.0%	0
	Other	0.0%	0
Medical Care	Yes	0.0%	0
	No	0.0%	0
Taking Prescription Opioids for the Management of Chronic Pain	Yes	0.0%	0
	No	0.0%	0
Access to sterile syringes if injecting?	Yes	0.0%	0
	N/A	0.0%	0
Use Alone?	Always	0.0%	0
	Sometimes	0.0%	0
	Never	0.0%	0
Time off from using during the last year?	Yes	0.0%	0
	No	0.0%	0
Health Conditions?	Kidney Disease	0.0%	0
	Liver Disease	0.0%	0
	HIV/AIDS	0.0%	0
	Heart Disease	0.0%	0
	Emphysema/COPD/Asthma/Respiratory Infection	0.0%	0

Previous Overdose History	Category	Percent	Frequency
Have you overdosed? If previous OD, how many times?	never overdosed	0.0%	0
	1	0.0%	0
	2	0.0%	0
	3	0.0%	0
	4 or greater	0.0%	0
Have you ever received naloxone?	No	0.0%	0

	Yes, by ER staff	0.0%	0
	Yes, by non-medical person (friend, partner/spouse, etc.	0.0%	0
	Yes, by EMT/ Paramedics	0.0%	0
Witness overdose, if so how many times?	never witnessed	0.0%	0
	1	0.0%	0
	2	0.0%	0
	3	0.0%	0
	4 or greater	0.0%	0
EMS contacted for witnessed overdose?	yes	0.0%	0
	no	0.0%	0
	not applicable	0.0%	0

Refill	Category	Percent	Frequency
How many overdoses have you witnessed since training?	never witnessed	0.0%	0
	1	0.0%	0
	2	0.0%	0
	3	0.0%	0
	4 or greater	0.0%	0
Who overdosed?	Self	0.0%	0
	Friend	0.0%	0
	Partner	0.0%	0
	Family member	0.0%	0
	Stranger	0.0%	0
	Other	0.0%	0
Gender of overdose victim	male	0.0%	0
	female	0.0%	0
	transgender	0.0%	0
Age of overdose victim	<15 years	0.0%	0

	15-24 years	0.0%	0
	25-34 years	0.0%	0
	35-44 years	0.0%	0
	45-54 years	0.0%	0
	55-64 years	0.0%	0
	65-74 years	0.0%	0
	75+ years	0.0%	0
Setting of the overdose	Private house/apartment	0.0%	0
	Public Park	0.0%	0
	Public Bathroom	0.0%	0
	Other	0.0%	0
Drugs taken by overdose victim	Prescription opioid	0.0%	0
	Heroin	0.0%	0
	Methadone	0.0%	0
	Suboxone/Subutex/buprenorphine	0.0%	0
	Benzos (Klonopin, Xanax, Ativan, Valium, Librium)	0.0%	0
	Clonidine	0.0%	0
	Cocaine/Crack	0.0%	0
	Alcohol	0.0%	0
	Methamphetamine/Speed	0.0%	0
	Other	0.0%	0
Actions performed during overdose	Sternum Rub	0.0%	0
	Call 911	0.0%	0
	Rescue Breathing	0.0%	0
	Gave Naloxone	0.0%	0
	Revived overdosing person by other means	0.0%	0
How many doses of Naloxone were administered?	naloxone not administered	0.0%	0
	1	0.0%	0
	2	0.0%	0
	3	0.0%	0

	4 or greater	0.0%	0
Length of time for naloxone (narcan) to work?	Less than 1 min	0.0%	0
	1-3 min	0.0%	0
	3-5 min	0.0%	0
	>5 min	0.0%	0
Trouble putting the kit together?	yes	0.0%	0
	no	0.0%	0
Result of the overdose?	They woke up without any help	0.0%	0
	They woke up because of my help	0.0%	0
	Paramedics came and revived the person	0.0%	0
	Don't know	0.0%	0
	Paramedics came and I don't know what happened next	0.0%	0
	They died	0.0%	0
	Other	0.0%	0
Consequences of the overdose?	Arrest of overdosing person or witnesses	0.0%	0
	Vomiting	0.0%	0
	Harassment by police	0.0%	0
	Harassment by paramedics/fire dept	0.0%	0
	Seizure	0.0%	0
	Anger	0.0%	0
	Felt Dopesick/went into withdrawal	0.0%	0
	Other	0.0%	0
Treatment sought following overdose?	yes	0.0%	0
	no	0.0%	0
Change drug habits following overdose?	yes	0.0%	0
	no	0.0%	0