

**Northwest Ohio Psychiatric Hospital
930 South Detroit
Toledo, OH 43614**

Evening, Weekend and Holiday Psychiatrist Proposal

Dear Prospective Vendor:

Northwest Ohio Psychiatric Hospital (NOPH) located in Toledo Ohio is currently negotiating a personal service contract for Evening, Weekend and Holiday Psychiatric Services. The terms of this contract are from February 18, 2013 thru June 30, 2013. Your proposals may be emailed to Lucille.Fuller@MH.Ohio.gov or received by mailed to the address listed below by 4:00 PM on Friday, December 28, 2012:

Northcoast Behavioral Healthcare
Attn: William Von Alt – NOPH Locum Bid
P.O. Box 305
1756 Sagamore Road
Northfield, OH 44067

The bid opening will occur on Monday, December 31, 2012 at Northcoast Behavioral Healthcare at 9:00 AM.

Contract specifications are as follows: Services may be provided at Northwest Ohio Psychiatric Hospital. The On-Duty Medical Coverage contractor will work up to 1200 hours per the contract term, including up to 40 hours for orientation and specific training on NOPH information systems. Contractor will provide clinical coverage Monday through Friday, 4:30 P.M. to 8:00 A.M. and weekends and holidays 24 hours as scheduled. Will evaluate all patients presented for admission and determine appropriateness of admission; evaluate the patient's condition immediately upon arrival and initiate treatment and complete an initial treatment plan. Will perform the following duties, as well as other related duties: completion of Initial Psychiatric Assessment, reviewing and countersigning admission orders, cursory physical examination, contact with pre-screening agencies for any needed information or clarification as required and referral for any needed medical evaluation/assessment and/or treatment. Will review and determine appropriateness of all restraint/seclusion orders and evaluate face-to-face all patients ordered in restraints and complete the order/progress notes required by NOPH policy. Will conduct at least one ward round during shift with nursing supervisor, as needed, to assess all patients with medical problems or other cases recommended by Nursing. To include: assessment (psychiatric and physical), diagnosis, course of treatment and referral as necessary. Will document findings, etc. in progress notes and on O.D. Log Sheet. Will respond to medical and psychiatric emergencies to include: assessment, treatment interventions and referral if indicated. Will document findings, interventions, etc. in progress notes. Will complete Medicare Part B Physician Service Forms as required by ODMH and hospital policy and in accordance with all appropriate guidelines. Ensure there is a progress note to correlate with each service entry. Will review and adhere to all NOPH policies and procedures especially admission, restraint/seclusion, suicide risk assessments, special incidents, informed consent, patient assessment and leave, and treatment plans. Will complete all required documentation. Contractor will be physically present in the hospital during the tour of duty and exclusively serve NOPH during the hours paid under this contract; and will follow medical staff by-laws and all Ohio State Medical license requirements. Provider shall possess a valid Ohio license to practice medicine and be credentialed by NOPH medical staff before executing this contract. Will complete all mandatory training. Contractor will provide evidence of being in compliance with NOPH TB prevention program.

Performance criteria will be as follows: timely presence in the facility and prompt response to evaluation/treatment intervention requests from psychiatric units; patients are examined within 24 hours of admission and urgent cases are seen within 1 (one) hour. Quality of care rendered to patients including quality of clinical practice, medical record documentation, and

medication-practice patterns. Compliance with medical staff by-laws, credentialing, and licensing criteria

Please include the following information in your proposal:

- Hourly rate
- Corporate name and billing address
- Tax identification number
- Brief summary of other contracts with the State of Ohio Department of Mental Health
- Name and telephone number of primary contact
- Provide proof of Worker’s Compensation coverage
- Complete and return all attached documents by filing deadline
- Total number of employees in Ohio and Nationwide
- Percentage of Female employees
- Percentage of Minority employees

Bids will be reviewed and scored using the following criteria:

- | | |
|---|---------------------|
| 1) Ranked based on cost | 40% of score |
| 2) Feasibility of contract being able to provide service for quoted price | 30% of score |
| 3) Submission of required documents | 20% of score |
| 4) Past performance history of vendor with NOPH | <u>10% of score</u> |
| | 100% |

Sincerely,

William Von Alt
Chief Financial Officer

Ohio Department of Mental Health
Personal Service Contract

SECTION A: CONTRACT PARTIES

This contract is entered into between the Ohio Department of Mental Health on behalf of the following:

Name of Hospital, Division, or Other Entity Northwest Ohio Psychiatric Hospital	Address (Street, City, State, Zip) 930 South Detroit, Toledo, OH 43614		
and			
Name of Contractor	Address (Street, City, State, Zip)	OAKS Vendor ID	Add. Cd.

SECTION B: EFFECTIVE DATES

This contract is effective from 02/18/2013 through 06/30/2013

SECTION C: ODMH CODING

Bus. Unit	Fund	Account	ALI	Dept ID	Program	Grant/Project	Reporting	Agency Use
DMH01								DMH7800

Ohio Department of Mental Health
Personal Service Contract

I. STATEMENT OF WORK

- a. Contractor shall undertake the work and activities set forth in the Scope of Work, which is attached hereto as Exhibit I, and incorporated by reference as if fully written herein. Contractor shall consult with Ohio Department of Mental Health (ODMH) personnel and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.
- b. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or ODMH. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business.
- c. Contractor shall furnish professional services performed in accordance with standards necessary for the satisfactory performance of the work hereunder. ODMH shall not be required to provide any training to the Contractor to enable it to perform services required hereunder. Contractor agrees that it does not have any authority to sign agreements, notes, and/or obligations or to make purchases and/or dispose of property for, or on behalf of, the State of Ohio or ODMH.
- d. Unless stated otherwise in the Scope of Work, Contractor shall furnish its own support staff, materials, tools, equipment, and other supplies necessary for the satisfactory performance of the work hereunder. Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this contract, unless stated otherwise.
- e. Any travel-related expenses incurred by the Contractor under this contract shall be at the Contractor's expense.
- f. ODMH may, from time to time as it deems appropriate, communicate specific instructions and requests to Contractor concerning the performance of the work described in this contract. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work described herein remains with and is retained by the Contractor. ODMH retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the contract.
- g. The Contractor must receive written approval from ODMH prior to entering into any subcontract or joint venture for the delivery of services required by this contract. If the Contractor enters into any agreement with a subcontractor, the Contractor is ultimately responsible for any and all actions or omissions by the subcontractor in the delivery of services under this contract.
 - i. Throughout the term of this contract, the Contractor shall provide ODMH with copies of all current licensure, certification, and/or accreditation, including any renew or re-issuance thereof, for any employee or subcontractor, providing services under this contract.
 - ii. The Contractor agrees that while operating in an ODMH facility, the Contractor and/or any employee or subcontractor of the Contractor, shall follow all applicable rules and regulations for that facility.

II. TIME OF PERFORMANCE

- a. This contract shall commence on 02/18/2013 and shall expire on 06/30/2013.
- b. In the event that the work hereunder is to be done in separate phases or tasks, each phase or task shall be completed within the time prescribed.
- c. Upon the expiration of this contract, ODMH and the Contractor may renew this contract under the same terms and conditions stated herein. Such renewal shall be by written addendum executed by the both parties evidencing their agreement to renew the contract. In the event that the parties hereto do not execute an addendum evidencing the parties' agreement to renew this contract, the contract shall expire on the date set forth above and neither party to this contract shall have any further obligations hereunder.

III. COMPENSATION

- a. In consideration for the promises and performance of Contractor as set forth herein, ODMH agrees: (check one)
- To pay to Contractor, upon completion of each deliverable or task and upon actual receipt of proper invoices, compensation at the rate(s) specified in Exhibit I; or
 - To pay to Contractor, upon actual receipt of proper invoices, compensation at the hourly rate(s) specified in Exhibit I for services performed; or
 - A lump sum amount of \$_____ for services performed in accordance with Exhibit I.
- b. It shall be mutually agreed and understood between both parties that the total amount to be paid by ODMH to the Contractor under this contract shall in no event exceed the sum of \$_____ unless Contractor receives prior approval from ODMH or when required, approval of the Controlling Board and is so notified of such approval by ODMH in writing.
- c. In accordance with Section 126.30 of the Revised Code, and any applicable rules thereto, ODMH shall make prompt payment for any services acquired from the Contractor. Upon receipt of a proper invoice and unless otherwise stated, payment shall be made within thirty (30) calendar days. The adequacy and sufficiency of all invoices shall be determined solely by ODMH. If ODMH determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required, the burden of proving the required information or documentation is on the Contractor. ODMH shall notify the Contractor in writing of the inadequacy or insufficiency and may provide any information necessary to correct the inadequacy or insufficiency. If such notification of inadequacy or insufficiency is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.
- d. All invoices for services rendered under this contract must be submitted by the Contractor no later than sixty (60) days after the expiration of the contract term. No payment shall be issued for invoices submitted more than sixty (60) days past the expiration of the contract term.
- e. It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the General Assembly and the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time that ODMH gives the Contractor written notice that such funds have been made available to it, by the State's funding source.

IV. GENERAL PROVISIONS

- a. **ENTIRE AGREEMENT:** The contract, when signed by both parties, along with any attachments, constitutes the entire agreement between the parties herein. No rights herein will be waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written, or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- b. **AMENDMENTS:** ODMH and the Contractor agree that any amendment or modification including, but not limited to a change in the rate(s) or type(s) of service shall require a written agreement signed by both parties.
- c. **GOVERNING LAW:** This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio.
- d. **CONTRACT CONSTRUCTION:** This contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- e. **HEADINGS:** The headings used in this contract are for convenience only and will not affect the interpretation of any of the contract terms and conditions.
- f. **ORDER OF PRIORITY:** If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.
- g. **SEVERABILITY:** If any provision of this contract or the application of any provision of this contract is held to be contrary to law, the remaining provisions will remain in full force and effect.

- h. **ASSIGNMENT / DELEGATION:** The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this contract without prior written consent of ODMH. Any assignment or delegation not consented to may be deemed void by ODMH.
- i. **EQUAL EMPLOYMENT OPPORTUNITY:** The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

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

- j. **BUSINESS ASSOCIATE AGREEMENT:** If applicable, the Contractor agrees to execute the ODMH business associate agreement relating to services rendered under this contract.
- k. **ACCREDITATION STANDARDS:** The services to be performed under this contract shall meet standards required by the Joint Commission, Centers for Medicaid & Medicare Services or other accrediting or certifying organizations, as appropriate.
- l. **AUDITS and RECORDS INSPECTION:** The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

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

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

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

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

- m. **ANTITRUST ASSIGNMENT TO THE STATE:** Contractor assigns to the State of Ohio, through the ODMH, all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the services provided under this contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.
- n. **DRUG-FREE WORKPLACE:** The Contractor agrees to comply with all applicable state and federal laws regarding smoke-free and drug-free workplaces. The Contractor agrees to require that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- o. **OWNERSHIP:** ODMH shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by the Contractor, subcontractor or any person acting on behalf of the contractor pursuant to this agreement. No such documents or other materials produced (in whole or in part) with funds provided to the Contractor by ODMH shall be subject to copyright, trademark or patent by the Contractor in the United States or any other country.
- p. **PUBLICITY:** The Contractor will not advertise that it is doing business with the State or use this contract as a marketing or sales tool without prior, written consent of the State.
- q. **OHIO ELECTIONS LAW:** Contractor, by signature affixed on this document, hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC 3517.13 are in full compliance with divisions (I)(1) and (J)(1) of ORC 3517.13.

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

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

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

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

- s. **FORCE MAJEURE:** If ODMH or the Contractor is unable to perform any part of its obligations under this contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under the contract. The term "force majeure" means without limitation: acts of God such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.
- t. **STRICT PERFORMANCE:** The failure of either party at any time to demand strict performance by the other party of any of the terms of this contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.
- u. **TAXES:** The Contractor affirms that it is not delinquent in the payment of any applicable federal, state, and local taxes and agrees to comply with all applicable federal, state and local laws in the performance of the work hereunder.

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

- v. **WORKERS' COMPENSATION:** The Contractor must maintain workers' compensation insurance as required by Ohio law and the laws of any other state where work is performed under this contract. The Contractor must submit proof of workers' compensation insurance upon request.
- w. **UNRESOLVED FINDINGS:** The Contractor warrants that it is not subject to an unresolved finding for recovery as defined in O.R.C. 9.24. If the warranty is deemed to be false, this contract is void *ab initio* and the Contractor shall immediately repay the State any funds paid under this contract.
- x. **OHIO ETHICS:** The Contractor is responsible to review and comply with all relevant provisions of O.R.C Sections 102.01 to 102.09. In addition, the Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws.

V. TERMINATION

- a. UNILATERAL TERMINATION: Prior to the expiration of the term of this contract, either party may unilaterally terminate this contract with thirty (30) days written notice to the other party.
- b. DEFAULT: If the Contractor fails to perform any of the requirements of this contract, or is in violation of a specific provision of this contract, ODMH may provide the Contractor written notice of the failure to perform or the violation and shall provide a thirty (30) day period to cure any and all defaults under this contract. During the thirty (30) day cure period, the Contractor shall incur only those obligations or expenditures which are necessary to enable the Contractor to continue its operation and achieve compliance as set forth in the notice. Should the Contractor fail to comply within ODMH's cure period, the Contractor shall be held in default of this contract and the contract shall terminate at the end of the thirty (30) day cure period.
- c. TERMINATION OF SERVICES: In the event of termination, the Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODMH. ODMH shall not be liable for any further claims. Any payments made by ODMH in which services have not been rendered by the Contractor shall be returned to ODMH.

VI. CONTRACT REMEDIES

- a. ACTUAL DAMAGES: The Contractor is liable to ODMH for all actual and direct damages cause by Contractor's default. ODMH may buy substitute services from a third party for those that were to be provided by the Contractor. ODMH may recover from the Contractor the costs associated with acquiring substitute services, less any expenses or costs saved by the Contractor's default.
- b. LIQUIDATED DAMAGES: If actual or direct damages are uncertain or difficult to determine, ODMH may recover liquidated damages in the amount of one (1) percent of the value of the deliverable that is the subject of the default, for every day that the default is not cured by the Contractor.

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

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

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

STATE OF OHIO
Ohio Department of Mental Health

CONTRACTOR

Date

Date

ODMH Procurement Officer Date

Print Name Date

Approved as to form:

Office of Legal Services Date

Ohio Department of Mental Health
Exhibit I

Contract Parties:

ODMH Facility/Division (Name and Address)

Northwest Ohio Psychiatric Hospital
930 South Detroit
Toledo, OH 43614

Contractor (Name and Address)

Compensation:

Scope of Work:

Contract specifications are as follows: Services may be provided at Northwest Ohio Psychiatric Hospital The On-Duty Medical Coverage contractor will work up to 1200 hours per the contract term, including up to 40 hours for orientation and specific training on NOPH information systems. Contractor will provide clinical coverage Monday through Friday, 4:30 P.M. to 8:00 A.M. and weekends and holidays 24 hours as scheduled. Will evaluate all patients presented for admission and determine appropriateness of admission; evaluate the patient's condition immediately upon arrival and initiate treatment and complete an initial treatment plan. continued

Ohio Department of Mental Health
Exhibit 1
Page 2

Scope of Work continued:

Will perform the following duties, as well as other related duties: completion of Initial Psychiatric Assessment, reviewing and countersigning admission orders, cursory physical examination, contact with pre-screening agencies for any needed information or clarification as required and referral for any needed medical evaluation/assessment and/or treatment. Will review and determine appropriateness of all restraint/seclusion orders and evaluate face-to-face all patients ordered in restraints and complete the order/progress notes required by NOPH policy. Will conduct at least one ward round during shift with nursing supervisor, as needed, to assess all patients with medical problems or other cases recommended by Nursing. To include: assessment (psychiatric and physical), diagnosis, course of treatment and referral as necessary. Will document findings, etc. in progress notes and on O.D. Log Sheet. Will respond to medical and psychiatric emergencies to include: assessment, treatment interventions and referral if indicated. Will document findings, interventions, etc. in progress notes. Will complete Medicare Part B Physician Service Forms as required by ODMH and hospital policy and in accordance with all appropriate guidelines. Ensure there is a progress note to correlate with each service entry. Will review and adhere to all NOPH policies and procedures especially admission, restraint/seclusion, suicide risk assessments, special incidents, informed consent, patient assessment and leave, and treatment plans. Will complete all required documentation. Contractor will be physically present in the hospital during the tour of duty and exclusively serve NOPH during the hours paid under this contract; and will follow medical staff by-laws and all Ohio State Medical license requirements. Provider shall possess a valid Ohio license to practice medicine and be credentialed by NOPH medical staff before executing this contract. Will complete all mandatory training. Contractor will provide evidence of being in compliance with NOPH TB prevention program

Vendor Controlling Board Required Questions

To be completed by Vendor

1. Is this contractor in compliance with Buy America and Buy Ohio*? Explain.
2. Provide the following Employee Information:

	<u>Nationwide</u>	<u>Ohio</u>
Total Number of Employees:		
Percentage of Women:		
Percentage of Minorities:		
3. What percent of the work will be done by subcontractors?
If more than 50 percent, provide the same information for each subcontractor as requested in number 2 above for the contractor.
4. Provide all subsequent renewal schedules (beginning and ending dates) and amounts associated with this contract. A contract renewal is the exercise of an option to enter into a subsequent contract with a vendor in accordance with renewal provisions specified in a preceding contract.
5. Is this contractor currently performing services for the Ohio Department of Mental Health? If yes, for each contract please provide the date that the contractor first began performing services as well as the ODMH location at which the services are being performed.

*Buy America/"Domestic End Product" means:

1. An un-manufactured end product mined or produced in the United States, or
2. An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds fifty percent of the cost of all its components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic.

*Buy Ohio/"Significant Ohio Economic Presence" means business organizations that:

1. Pay required taxes to the State of Ohio
2. Are registered and licensed to do business in the State of Ohio with the Office of the Secretary of State; and
3. Have ten or more employees based in Ohio, or seventy-five percent or more of their employees based in Ohio.

REQUIRED CERTIFICATION FOR BIDDING

Print Form

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 125:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA):

[Not applicable to "Excepted Products"]

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?
 - United States: _____ Canada Mexico (Go to B-1)
 - Other: (Specify Country) _____ (Go to A-2)
2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 - Yes (Go to Section B-1) No (Go to Section A-3)
3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

	(Item)		(Country of Origin)
	(Item)		(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory or Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 - Yes (Go to C) No (Go to B-2)
2. Bidder has significant economic presence within the state of Ohio.
 - Yes (Answer a, b, c, d below) No (Go to B-3)
 - a) Bidder has paid the required taxes due the state of Ohio. Yes No
 - b) Bidder is registered with the Ohio Secretary of State.
 - Yes Charter/Registration No.: _____ No
 - c) Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - d) Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
3. Border state bidder:
 - Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
4. Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E designation, please visit the DAS Equal Opportunity Division website at: <http://das.ohio.gov/Eod/Edge/index.htm>

D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

1. review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
2. complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

..... FOR INSTRUCTIONAL USE ONLY

READ BEFORE COMPLETING YOUR DMA FORM

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

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

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

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- * DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

..... FOR INSTRUCTIONAL USE ONLY

STATE ISSUED LICENSE

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

DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

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

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

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

DECLARATION

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

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

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

If an applicant's license is denied due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the denial. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

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

APPLICANT SIGNATURE X	DATE
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**DEPARTMENT OF ADMINISTRATIVE SERVICES/OHIO DEPARTMENT OF
MENTAL HEALTH**

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

This form is to be submitted as part of the response to any of the following procurement or award methods: invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations and statements of work.

CONTRACTOR/GRANTEE AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Signee affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract/grant, the Signee becomes the Contractor/Grantee and affirms that both the Contractor/Grantee and any of its subcontractors/subgrantees shall perform no services requested under this Agreement outside of the United States. The Executive Order is attached and is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Signee shall provide all the name(s) and location(s) where services under this Contract/Grant will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Signee not responsive and no further consideration will be given to the response. Signee's offering will not be considered. If the Signee will not be using subcontractors/subgrantees, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor/Grantee:

(Address)

(City, State, Zip)

Name/Principal location of business of Subcontractor(s)/Subgrantee(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor/Grantee:

(Address)

(City, State, Zip)

Name/Location where services will be performed by Subcontractor(s)/Subgrantee(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/Grantee:

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

For the Contractor/Grantee:

Signature

Date

Entity Name

Address (Principal Place of Business)

Printed name of individual authorized to sign
on behalf of entity.

City, State, Zip