

Ohio Department of Developmental Disabilities

## Request for Proposal (RFP)

### Coach Coordinator

***Applications must be received no later than January 10, 2010***

*This RFP will be posted December 23, 2010 to: <http://procure.ohio.gov/proc/searchProcOpps.asp>  
(Miscellaneous Services and Administration)*

*For additional information, please contact:  
Katrina Bush, Policy and Constituent Supports, Office of the Director  
(614) 466-8359  
[Katrina.bush@dodd.ohio.gov](mailto:Katrina.bush@dodd.ohio.gov)*

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**Background:** The Ohio Department of Developmental Disabilities (DODD) is responsible for overseeing a statewide system of supports and services for people with developmental disabilities and their families. The mission of the DODD is continuous improvement of the quality of life for Ohio's citizens with developmental disabilities and their families.

In collaboration with the Ohio Department of Health, Part C lead agency, DODD, the Early Childhood Cabinet, the Help Me Grow Advisory Council (ICC) and other stakeholder groups we have been reviewing research and practice guidelines, soliciting grants and training opportunities and making recommendations about changes to the Part C system in Ohio. Recommendations include:

- A. All EI/Part C Services will be strength and relationship-based.
- B. Assure that every family and their child who is eligible for Part C/EI services has access to federally mandated, evidence-based EI services through a core team of professionals.
- C. Develop a system to ensure family accessibility to core team services, regardless of the political subdivision where families reside.

DODD will be contracting with national trainers to provide "master coach" training for up to 40 master coaches in Ohio. A project director is needed to coordinate up to nine (9) months of training activities.

**Purpose:** Funds will be used to hire a part time project director to coordinate the work of the training of master coaches.

**Funding:** DODD will provide up to \$18,900 for a grant period of January 20, 2011 through September 30, 2011 to complete all work and deliverables.

**Eligible Applicants:** Individuals, public (including state and county agencies) and private nonprofit and for-profit organizations, and businesses with good communication and organization skills, and ability to meet all deliverables.

### **Work and Deliverables**

To provide project direction and coordination for the "Master coach/facilitators" training collaboratively with DODD and Developmental Disabilities Council grant Advisory group as follows:

1. Assist in recruiting and reviewing applications for master coach positions;
2. Coordinate and schedule the master coach
  - 2 day content training (in alignment with DD Council grant training) by Drs. Sheldon and Rush (March, 2011) in Franklin and Butler Counties, OH;
  - 1-2 day master coach practice and review session (July 2011) in Columbus;
  - attend training sessions by national trainers to coordinate the event details;
  - multiple group monthly phone coaching support calls (master coach trainees with DD council grant trainees and trainers as well as with each other);
  - teams and assignment of team leader, and participation in team conference calls with national trainers;
  - meetings for networking and problem solving;

- obtain sites for trainings and meetings.
3. Understand and articulate principles of evidence based early intervention practices as well as particulars of training components in order to facilitate conversations and plan needed areas for additional or differentiated instruction and focus for master coaches.
  4. Submit weekly documentation of hours worked (anticipated 60 hours per month), and work activities completed;
  5. Obtain and maintain all documentation necessary for personal service contract payments and reporting of activities required through ODH/DODD interagency agreement (ARRA reporting requirements);
  6. Prepare and submit monthly reports of Interagency agreement deliverable status and ARRA requirements;
  7. In consultation with DODD, develop a plan for monitoring the fidelity to the service delivery model for teams trained as a result of this IA.

***Application Submission and Deadline:*** must be submitted in electronic form and must be received by **4 P.M. Eastern Standard Time, January 10, 2010.** Send to:

**Ohio Department of Developmental Disabilities**  
**ATTN: Katrina Bush**  
**Policy and Constituent Supports, Office of the Director**  
[katrina.bush@dodd.ohio.gov](mailto:katrina.bush@dodd.ohio.gov)

### **Proposal**

By making a proposal, it is understood that the Request for Proposal has been read and is understood. DODD reserves the right to reject any and all proposals and to waive any informality in any proposal document. We reserve the right to accept the proposal which, in our opinion, appears to have the most advantages to DODD. DODD reserves the right to negotiate terms presented in any proposal. DODD also reserves the right to amend, modify, withdraw, or terminate this RFP at any time. If DODD amends or modifies this RFP, it must be in writing and must be posted to the State's Procurement Website.

***Proposal:*** Consists of five (5) sections: A signed cover sheet, a cover letter, an up-to-date curriculum vitae or resume, a budget justification, and a signed "Executive Order Affirmation" (page 14 of RFP). **Proposals submitted without these five complete items will not be considered. Proposals may not exceed 13 pages.**

***Signed Cover Sheet:*** The cover sheet must indicate acceptance of all terms of this RFP and include all of the following:

Name of Applicant  
 Title of Applicant  
 Company Name  
 Street Address including City, State and Zip of Company  
 Tax ID Number  
 Phone and Fax Number  
 E-mail Address

***Cover Letter::*** ***A letter indicating the applicant's experience or expertise related to the work activities.***

**Curriculum Vitae or Resume:** A complete and up to date curriculum vitae or resume must be submitted as part of the Application.

**Budget Justification:** Provide information on the applicant's financial plan for carrying out the proposed project.

**Criteria for Application Evaluation and Selection:** the Contract will be awarded using a competitive process. Proposal evaluation is within the sole discretion of The Department of Developmental Disabilities. A review panel comprised of internal members will score the proposals that meet the requirements contained in this RFP. Any application not meeting the requirements contained in this RFP will not be scored. The Department retains the option of interviewing the top 4 candidates.

Applications will be reviewed and scored on a scale from 0-25 according to the following areas:

15 points: Experience and Education

10 points: Budget Justification

### **Questions**

All questions pertaining to this proposal must be in writing and directed to the State's Procurement Website (<http://procure.ohio.gov/proc/searchProcOpps.asp>). All questions received that pertain to this RFP will be posted and answered on the State's Procurement Website.

### **Other Requirements**

#### **A. Fee Schedule**

The personal services contract between DODD and the selected bidder will specify payment terms.

#### **B. Contractual Requirements**

1. Any contracts resulting from the issuance of this RFP are subject to the terms and conditions as provided in the attached personal services contract. The information contained in the RFP and in the proposal submitted by the selected bidder shall be considered part of the enclosed contract.
2. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal ARRA funds.
3. All aspects of the contract apply equally to work performed by any and all subcontractors.
4. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality, including federal statutory and regulatory requirements pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Family Education Rights and Privacy Act (FERPA), that apply to the employees of DODD and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action. A Business Associate Agreement is required.
5. As a condition of receiving a contract from DODD, the selected contractor and any subcontractor(s) shall certify compliance with any court order for the withholding of child support, which is issued pursuant to Section 3113.217 of the Ohio Revised Code. The contractor, and any subcontractor(s), must also agree to cooperate with DODD and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law.

6. As a condition of receiving a contract from DODD, the contractor and any subcontractor(s) shall certify compliance with Ohio Bureau of Worker's Compensation requirements by providing a current Worker's Compensation Certificate.

7. DODD reserves the right to reject any and all proposals where the offeror 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.

8. All proposals become the property of the State of Ohio and will not be returned to the bidder. The State will not divulge the specific content of any proposal to the extent the bidder identifies the content as privileged or confidential.

9. DODD reserves the right to reject, in whole or in part, any and all proposals where DODD, 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 DODD or the state.

#### **C. Minority Business Enterprise**

DODD is required by Section 125.081(B) of the Ohio Revised Code to award fifteen percent (15%) of its procurement to vendors certified as a Minority Business Enterprise (MBE), pursuant to Section 123.151(B)(1) of the Ohio Revised Code. To receive MBE/EDGE consideration the bidder must indicate its MBE status in the proposal.

#### **D. Ethical and Conflict of Interest Requirements**

1. No contractor or individual, company or organization seeking a contract shall promise or give to any DODD employee any item of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.

2. No contractor or individual, company, or organization seeking a contract shall solicit any DODD employee to violate any of the conduct requirements for employees.

3. Any contractor acting on behalf of DODD shall refrain from activities that could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.03 or of Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by DODD to enter into a contract.

4. DODD employees and contractors who violate Sections 102.03, 102.04, 2921.42 or 2921.43 of the Ohio Revised Code may be prosecuted for criminal violations.

#### **E. Offshore Services**

1. The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website:

(<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

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

3. 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. The State 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 the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

4. The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State 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.

5. If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 5% of the value of the Contract.

6. The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

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

8. 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 the State. Any assignment or delegation not consented to may be deemed void by the State.

#### **F. Accessibility to Records and Project Sites**

1. Comptroller General of the United States Authority to Inspect Pursuant to Section 902 of ARRA the Comptroller General of the United States and his representatives have authority to:

- Examine any records of contractor, bidder or any of the subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- Interview any officer or employee of contractor, bidder or any of the subcontractors, or any State or local government agency administering the contract, regarding such transactions; and
- Designate a time and place to examine those records and interview those officers and employees described above.

2. Inspector General Authority to Inspect

Pursuant to Section 1515(a) of ARRA, an Inspector General or any representative of an Inspector General has the authority to:

- Examine any records of contractor, bidder or any of the subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- Interview any officer or employee of contractor, bidder or any of the subcontractors, or any State or local government agency administering the contract, regarding such transactions; and
- Designate a time and place to examine those records and interview those officers and employees described above.



**TED STRICKLAND**  
GOVERNOR  
STATE OF OHIO

### **Executive Order 2010-09S**

#### **Banning the Expenditure of Public Funds for Offshore Services**

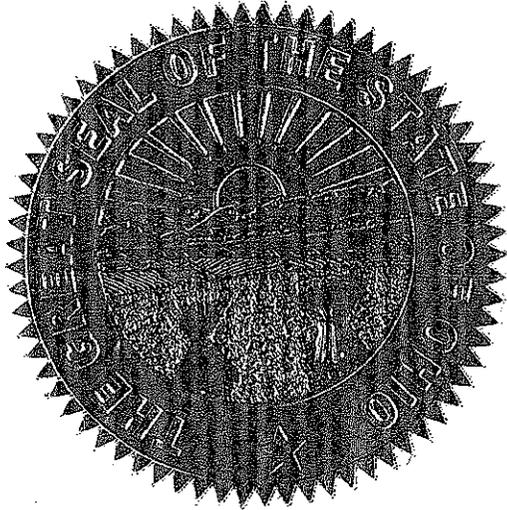
1. **Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.
2. **No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.
  - a. **The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.
  - b. **The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security

violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. **Ohio's Policy Has Been -- and Must Continue To Be -- That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.
4. **Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore.** In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:
  - a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.
  - b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
  - c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:
    - i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:
      - (a) Reflect this Order's prohibition on the purchase of offshore services.
      - (b) Require service providers or prospective service providers to:

- (i) Affirm that they understand and will abide by the requirements of this Order.
  - (ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.
  - (iii) Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
  - (iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
  - (v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.
- ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
    - (a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
    - (b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.
  - iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
  - iv. All APOs have adequate training which addresses the terms of this Order.
5. **Exceptions.** Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.
  - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

6. I signed this Executive Order on August 6, 2010 in Columbus, Ohio and it will not expire unless rescinded.



Ted Strickland  
Ted Strickland, Governor

ATTEST:

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Jennifer Brunner, Secretary of State

**DEPARTMENT OF ADMINISTRATIVE SERVICES****STANDARD AFFIRMATION AND DISCLOSURE FORM****EXECUTIVE ORDER 2010-09S****Banning 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.

**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

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

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

## 1. Principal location of business of Contractor:

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City, State, Zip)

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

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Address, City, State, Zip)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Address, City, State, Zip)

## 2. Location where services will be performed by Contractor:

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)



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

**Ohio Department Developmental Disabilities**  
**PERSONAL SERVICE CONTRACT**

**SECTION A. CONTRACT PARTIES**

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

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

Contractor's Name	Address (Street, City, State, Zip)	OAKS Vendor Number
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Type of Service Provided:

\_\_\_\_\_

**SECTION B. EFFECTIVE DATES**

This contract is effective \_\_\_\_\_ through \_\_\_\_\_ unless terminated prior thereto pursuant to Section G. Services shall not begin until Agency receives OBM approved Purchase Order.

**SECTION C. COMPENSATION**

1. The Contractor will be paid for the term of this contract as follows (check option a or b):
  - a.  Fee Schedule. Attach Fee Schedule to Contract or include Fee Schedule in Section D.1.a.
  - b.  Hourly Rate. Complete the information below

Fiscal Year	Rate per Hour	Maximum Hours Worked	Maximum Fiscal Year Contract Amount
2010			
2011			

Maximum Contract Amount for Biennium \_\_\_\_\_

2. Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Contract.
3. Contractor shall submit a valid invoice on letterhead for the compensation incurred consistent with this Section, within twenty (20) days of the end of each month. Each invoice shall contain the following information:
  - a. a description of the services performed and hours worked per service;
  - b. date of the services rendered;
  - c. itemization of the service performed;
  - d. a total for the invoice;
  - e. vendor's name and address
  - f. Department's name

- g. an attestation that the information contained in the invoice is accurate and true; and
  - h. a signature of an authorizing agent of the Contractor.
- 4. Agency shall pay Contractor within thirty (30) days of receipt and approval of the invoice.
- 5. This Contract does not guarantee a minimum amount of service. Services shall be performed on an as needed basis as directed by Agency.

#### **SECTION D. DUTIES OF CONTRACTOR**

- 1. Contractor shall:
  - a. (Either list duties and associated fees OR type "See Request for Proposal and Response to Request")
  - b. Contractor shall maintain all necessary licenses and registrations. All services shall be performed in accordance with: (1) generally accepted standards of care in the community and the quality criteria adopted by the Agency; (2) policies of the Agency; and (3) applicable rules and standards for the certification of an intermediate care facility for the developmentally disabled.
  - c. The contractor reports directly to (name and title of supervisor) \_\_\_\_\_ who will verify the contract's time and service charged to this contract.

#### **SECTION E. NATURE OF CONTRACT**

- 1. Agency enters into this Contract in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience. It is specifically understood that the nature of the services to be rendered under this Contract are of such a personal nature that Agency is the sole judge of the adequacy of such services. Agency thus reserves the right to terminate this Contract should Agency at any time be dissatisfied with Contractor's performance of its duties under this Contract.
- 2. In the event of a termination of this Contract by Agency, Contractor shall be reimbursed in accordance with Section G., Termination of Contractor's Services.
- 3. Agency may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Contract. Upon such notice, Contractor shall comply with such instructions and fulfill such requests to Agency's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. Agency retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Contract.

#### **SECTION F. CERTIFICATION OF FUNDS**

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

## **SECTION G. TERMINATION OF CONTRACT**

1. Agency may, at any time prior to the completion of services by Contractor under this Contract, suspend or terminate this Contract with or without cause by giving five (5) days written notice to Contractor.
2. Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.
3. Contractor shall be paid for services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with invoices as required under Section C. In the event of suspension or termination, any payments made by Agency for which Contractor has not rendered services shall be refunded.
4. In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services under this Contract. All such materials shall become and remain the property of Agency, to be used in such manner and for such purpose as Agency may choose.
5. Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.
6. Contractor may terminate this Contract with or without cause upon thirty (30) days prior written notice to Agency.

## **SECTION H. INDEPENDENT CONTRACTOR**

1. No relationship of employer and employee is created by this contract. Contractor will act hereunder as an independent contractor with no claim under this Contract or otherwise against Agency or the State of Ohio for business expenses, travel expenses, vacation pay, sick pay, retirement benefits, workers compensation, or disability or unemployment insurance benefits or employee benefits of any kind. Contractor is not eligible to participate in any employee benefit or retirement plans offered by Agency or the State of Ohio. Agency shall withhold no payroll or employment taxes of any kind.
2. Contractor is solely responsible for all of Contractor's business expenses, including the payment or withholding of all federal, state and local income taxes, workers compensation insurance, social security and unemployment insurance, and the payment of wages and salaries, travel expenses, insurance of every kind, and health and retirement plans. Contractor shall indemnify and hold Agency harmless from and against any and all claims, demands, liabilities, losses, damages and expenses resulting in any manner from any act or omission of Contractor or its employees related to its obligation to pay and withhold income tax, social security, unemployment insurance and to maintain worker's compensation insurance.
3. Nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that Agency shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.
4. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

5. Contractor shall submit to a BCI (Ohio residents for more than five (5) years) and/or FBI (Ohio residents less than five (5) years) electronic background check. Contractor's Personal Services Contract is contingent upon successful completion of that criminal records check.

## **SECTION I. RECORD KEEPING**

1. Until the expiration of six (6) years after the termination of this Contract, Contractor will, upon proper request, allow the Comptroller General of the United States, the U.S. Department of Health and Human Services, the State of Ohio, the Ohio Medicaid Fraud Control Unit and the Ohio Department of Job and Family Services and their duly-authorized representatives access to Contractor's books, documents and records necessary to certify the nature and extent of costs of reimbursable services provided under this Contract. For each subcontract in excess of \$2,500, the Contractor shall require the subcontractor to agree to these record keeping provisions. If Contractor is requested to disclose any books, documents or records relevant to their Contract for the purpose of an audit or investigation by any government agency, Contractor shall immediately notify Agency of the nature and scope of the request and shall make available to Agency all books, documents and records relevant to the request.
2. Pursuant to R.C. section 9.23, if \$25,000 is disbursed pursuant to this Contract in a lump sum, or \$75,000 is disbursed to Contractor from governmental entities over the course of the state fiscal year, then each of the following terms shall apply:
  - a. The minimum percentage of money that is to be expended on the Contractor's direct costs shall be \_\_\_\_\_. Direct costs are defined as those costs associated with providing services that directly benefit a patient, client or the public. Typical direct costs include, but are not limited to: compensation of employees for the time devoted to the performance of the Contract; cost of materials or supplies acquired, consumed or expended for the purpose of the Contract; equipment and other capital expenditures specified in the Contract; and travel expenses incurred to carry out the Contract.
  - b. Contractor shall keep current and accurate records of Contractor's expenditures on direct costs to support the receipt and expenditure of monies under this Contract.
  - c. Contractor is subject to the financial review, audit report and other financial compliance requirements established in R.C. section 9.234 and rules adopted thereunder.
3. All provisions under this section survive the expiration or termination of this Contract.

## **SECTION J. CONFLICTS OF INTEREST AND ETHICS AND LEGAL COMPLIANCE**

1. No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
2. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

3. Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Governor's Executive Orders may be found by accessing the following website: <http://governor.ohio.gov/Default.aspx?tabid=1495>
4. Contractor represents and warrants that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.
5. Contractor represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.
6. Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25. If this representation and warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.
7. Contractor hereby represents and warrants to Agency that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization." Contractor further represents and warrants that it has provided or will provide such Declaration to Agency prior to execution of this Contract. If these representations and warranties are found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.
8. Contractor represents and warrants that neither it nor any of its employees or agents are excluded from participation under any Federal health care program, as defined under 42 U.S.C. Section 1320a-7b(D), for the provision of items or services for which payment may be made under a Federal health care program; Contractor has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that Contractor knows is excluded from participation in any Federal health care program, and no final adverse action, as defined under 42 USC Section 1320a-7e(g) has occurred or is pending against Contractor or to its knowledge against any employee contractor or agent engaged to provide items or services under this Contract (collectively, "Exclusions/Adverse Actions"). Contractor shall notify Agency of any Exclusions/Adverse Actions within five (5) business days of its learning of such Exclusions/Adverse Actions.
9. Contractor shall comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
10. Contractor warrants that it has not entered into, nor shall it enter into, other Contracts, without prior written approval of Agency, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other Contracts.
11. Contractor represents and warrants that neither it nor any of its employees or agents has been convicted of any offense set forth in Section 5123.081(E) of the Ohio Revised Code.

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

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

## **SECTION K. NONDISCRIMINATION**

1. Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, veteran status, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.
2. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, national origin, veteran status or disability.
3. Pursuant to Ohio Revised Code Section 125.111, Contractor shall maintain a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Department of Administrative Services.
4. Contractor shall not discriminate in the provision of services on account of race, color, religion, sex, age, natural origin, veteran status or disability.

## **SECTION L. LIABILITY**

1. Contractor agrees to indemnify and to hold Agency and the State of Ohio harmless and immune from any and all claims, costs and liabilities for injury or damages arising from this Contract which are attributable to Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
2. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
3. Contractor shall purchase and maintain comprehensive general and professional liability insurance each in the minimum amount of \$1,000,000 per occurrence. Upon request, Contractor shall furnish Agency with a certificate of coverage.

## **SECTION M. COMPLIANCE WITH LAWS**

1. Contractor, in the execution of duties and obligations under this Contract, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
2. a. The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in

the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website:

<http://www.governor.ohio.gov/Default.aspx?tabid=1495>.

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

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

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

## **SECTION N. CONFIDENTIALITY**

1. Contractor agrees that all data, reports and information received from Agency shall be used only for the services to be provided under this Contract. Contractor agrees that all discussions with Agency personnel and all reports prepared by Contractor are confidential. Contractor agrees to maintain the confidentiality of all such information and will not release such information without the prior written authorization of Agency.
2. Contractor  IS or  IS NOT a "business associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45CFR160.03. If Contractor is a business associate then Contractor shall comply with Addendum A.
3. All provisions under this section survive the expiration or termination of this Contract.

## **SECTION O. ENTIRE CONTRACT/WAIVER**

1. This Contract contains the entire Contract between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
2. This Contract supersedes any and all previous Contracts, whether written or oral, between the parties.
3. A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

## **SECTION P. NOTICES**

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

[Name]  
DODD  
[Title]  
[Address]

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

## SECTION Q. SEVERABILITY

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

## SECTION R. CONTROLLING LAW

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

## SECTION S. SUCCESSORS AND ASSIGNS

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

## SECTION T. ACCESS TO PREMISES

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

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

[Name]  
Ohio Department of Developmental Disabilities  
Director

[Name]  
[Contractor Name]  
[Title]

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Name]  
Ohio Department of Developmental Disabilities  
Deputy Director

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_