

**Ohio Department of Mental Health and Addiction Services**  
**Request for Proposal for**  
New Transformation Transfer Initiative for Peer Support  
Federal Fiscal Year 2014 / State Fiscal Year 2015  
Webinar Development

Request for Proposal Number: MHA15043

Request for Proposal Issued: January 8, 2015

Request for Proposal Due: January 23, 2015 – by 2:00pm

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The Ohio Department of Mental Health and Addiction Services (OhioMHAS) is issuing this Request for Proposal (RFP) to identify subcontractors, with a preference for contracting with individuals with lived experience or not for profit businesses owned or operated by individuals with lived experience of mental illness and/or substance use disorder, to partner with OhioMHAS in an application for federal dollars to support implementation of a Peer Recovery Supporter Policy and Training Academy. The Substance Abuse and Mental Health Services Administration (SAMHSA) and its Center for Mental Health Services (CMHS) have announced a grant opportunity - "Transformation Transfer Initiative" (TTI) for Peer Support - inviting applications from state mental health authorities who wish to implement projects to strengthen and sustain creative and robust use of Peer Supporters. SAMHSA's TTI awards are expected to be announced in early January 2015. Because all work associated with the TTI grant must be completed by September 15, 2015, subcontractor partners must be identified by the end of January, 2015. Therefore, OhioMHAS is issuing this RFP for immediate response. Award of subcontract pursuant to this RFP will be conditioned upon OhioMHAS' receipt of an award of TTI grant funds.

Subcontractor eligibility, project details and proposal requirements are set forth below. **The deadline for submission of proposals is 2 p.m. on January 23, 2015 and award will be contingent upon OhioMHAS receiving an award of TTI Funds.**

**I. Introduction of the Initiative:**

- Eligible applicants for the SAMHSA grant include mental health authorities in states, territories, and the District of Columbia, and federally recognized tribal organizations authorized to develop or direct supported employment programs. SAMHSA grantees will identify, adopt, and strengthen transformative initiatives and activities that can be implemented in the state, either through a new initiative or expansion of one already underway. SAMHSA grantees may subcontract for implementation of the awarded project.
- OhioMHAS is committed to transforming Ohio's behavioral health care system by broadening and strengthening the role of peer supporters across the Behavioral Healthcare System. If awarded, Transformation Transfer Initiative (TTI) funds will be used to identify and adopt transformative activities to expand Ohio's Peer Service Initiative. OhioMHAS' application for the New Transformation Transfer Initiative

proposes to partner with individuals with lived experience with mental health and/or substance use disorder wherever possible to assist with implementation of its project.

- OhioMHAS proposes to use TTI funds to strengthen existing programs and develop a new innovative program for peers working in Behavioral Healthcare. One of Ohio's goals is to develop a Peer Service Delivery Policy and Training Academy (PSDPTA). Objectives for the PSDPTA include: a) expanding the knowledge base of Peer Supporters, b) providing a clearinghouse for Peer Service information, and c) enhancing statewide readiness and employment opportunities for Peer Supporters. The PSDPTA will serve as an easily accessible venue and will be available to peer recovery supporters, providers, and ADAMHS boards. The PSDPTA will contain information about employment, human resources, recovery, policy, peer support, and trainings. The website will also be a forum for marketing the value of peer services.
- The PSDPTA will enhance Ohio's Behavioral Health System by improving technical assistance, communication, and support in the areas of:
  1. Peer Support Employment by: providing both job readiness activities for peers and organizational readiness activities for providers, disseminating consistent information across the workforce, and increasing work force knowledge.
  2. Provider Culture by: developing a marketing campaign, promoting the viability and use of peers in recovery supports, increasing service availability, assisting providers in integrating peer support activities into daily operations, and improving provider culture.
  3. Peer Training/TA by: improving recovery rates, providing opportunities for free continuing education and training, facilitating peer support for peer support technical assistance calls, and hosting a Discussion Board.
  4. Increased access to consistent information by: marketing integrated peer service initiatives, providing national information including success programs such as Peer Respite and Peer-Operated Organizations Responding to Peers in Crisis, and sharing monthly highlights of Peers working across different fields including Criminal Justice, Corrections, managed care, college campuses, and Behavioral Health.
- The PSDPTA will include educational webinars for peers, as well as providers in different fields that may be interested in peer service delivery, such as criminal justice, physical and behavioral health, Consumer Operated Services, vocational rehabilitation, and education. The selected subcontractor will:
  - Participate in and take topic guidance from OhioMHAS stakeholder work group
  - Participate in weekly phone calls with OhioMHAS Grant Coordinator to discuss webinar development/completion progress
  - Submit outlines and paper layout of webinars prior to development to ensure material is consistent with DAS and OhioMHAS policies and procedures
  - Complete a minimum of 10 webinars on separate topics to be submitted to OhioMHAS for approval and inclusion on the PSDPTC
  - Consult with OhioMHAS Web Designer to ensure compatibility with the OhioMHAS website.

- Targeted Population for PSDPTC Users:
  - Adults who have a severe and persistent mental illness and/or co-occurring substance use disorder who have a desire to become a Peer Recovery Supporter, and individuals who are already delivering Peer Services and desire to increase their knowledge base
  - Alcohol, Drug Addiction, and Mental Health Services Boards (ADAMHS Boards)
  - Behavioral Health Providers
  - Providers from different fields, such as criminal justice, physical and behavioral health, Consumer Operated Services, vocational rehabilitation, and education, who may be interested in Peer Service Delivery

## **II. Eligible Subcontractors for this RFP:**

- For purposes of identifying subcontractors to develop informational webinars on topics related to recovery to be housed in the PSDPTA, OhioMHAS seeks proposals from contractors, with a preference for contracting with individual contractors with a lived experience with mental illness and/or substance use disorder, or not for profit businesses owned or operated by persons with a lived experience that demonstrate:
  - Experience in webinar development;
  - Access to subject matter experts in recovery to act as subject matter experts for webinar content;
  - Access to cross systems providers, to act in conjunction with individuals in recovery, to develop webinars for provider agencies from various fields or systems, e.g. criminal justice, education;
  - Ability to turn around webinars to OhioMHAS quickly for submission to the PSDPTA, and to provide all completed webinars no later than September 1, 2015;
  - For businesses:
    - Evidence of tax status as a 501(c)(3) not for profit entity, and
    - If subject to certification through Ohio MHAS' Bureau of Licensure and Certification, evidence of current certification, and good standing with the OhioMHAS Bureau of Licensure and Certification.

## **III. Scope of the Work:**

- Webinars will be developed for inclusion on the OhioMHAS PSDPTA: for interactive website educational supports to enhance peers' knowledge of recovery related topics to enhance employment/volunteer skills; for providers interested in/currently using peer service delivery to improve culture and level of service; and for ADAMHS boards who are interested in implementing and funding peer services.
- Webinar developer will participate in and take topic guidance from OhioMHAS stakeholder work group. Topics may include but are not limited to: job readiness, agency readiness, communication, wellness, incorporating peer services, job advancement, financial literacy, ethics, social skills, etc.

- Webinars will clearly define objectives, produce an interactive and social experience, be comprehensive, contain ability for closed caption, contain a summary at the end of each section, and contain a survey.
- Selected subcontractor will participate in weekly phone calls with OhioMHAS Grant Coordinator to discuss webinar development/completion progress
- Selected subcontractor will submit outlines and paper layout of webinars prior to development to ensure material is consistent with DAS and OhioMHAS policies and procedures
- Selected subcontractor will complete a minimum of 10 webinars on separate topics to be submitted to OhioMHAS for approval and inclusion on the PSDPTA
- Consult with OhioMHAS Web Designer to ensure compatibility with the OhioMHAS website

#### IV. Availability of Funds

- The maximum award OhioMHAS may receive under this grant is \$221,000, with an award period of January 15, 2015 – September 15, 2015. If awarded these funds, approximately 80% of awarded funds will be made available for implementation of the PSDPTA through selected subcontracts. OhioMHAS proposes to fund one entity, in an amount of up to \$60,000, for the development and submission of webinars on topics chosen by a stakeholder committee, all of which will be related to the OhioMHAS Peer Service Initiative.
- If you wish to be considered as a subcontractor partner for the OhioMHAS TTI application, you must submit a proposal electronically to [OhioMHASBidOpportunity@mha.ohio.gov](mailto:OhioMHASBidOpportunity@mha.ohio.gov) by 2:00 P.M. on January 23, 2015. The proposal must respond to all elements of this RFP in the order and format set forth below.
- **ALL FUNDS for subcontracts pursuant to this RFP are contingent upon the award of Transformation Transfer Initiative funding to OhioMHAS from SAMHSA.**

#### V. Proposal Requirements

Proposal narrative must include responses to all of the following questions as they relate to the applicant's readiness to develop and submit webinars that enhance the knowledge base of Peer Recovery Supporters, providers, and mental health and recovery boards in Ohio. Topics may include but are not limited to: job readiness, agency readiness, communication, wellness, incorporating peer services, job advancement, financial literacy, ethics, social skills, etc. Individual webinars should be a minimum of 1 hour up to a maximum of 4 hours in length. Please include the question in your response.

1. If applying as an individual, do you have a lived experience with mental illness and/or substance use disorder? If applying as a business, is your business owned or operated by persons with a lived experience with mental illness and/or substance use disorder? How will that experience enhance your performance of the work under this RFP?
2. If applying as a business, are you a 501(c) (3) entity?  
**\*\*Please affirm and attach documentation of your tax exempt status. (Requirement)**

3. If applying as a consumer operated business or other entity subject to OhioMHAS certification, can you demonstrate current certification and attest that you are in good standing (no outstanding plans of correction) with OhioMHAS? **\*\*Please affirm and attach documentation of your current certification. (Requirement, if applicable)**
4. Describe your expertise in webinar development and provide any web links to previously developed webinars.
5. Describe your capacity and ability to develop and submit webinars in an expedited fashion, and provide a work plan and timeline for completion of the work that will demonstrate final submission no later than September 1, 2015. Include details on staffing and production scheduling that will support timely completion of the work.
6. Describe your ability to access and collaborate with subject matter experts to incorporate their expertise into webinars.
7. Describe your ability to access and collaborate with providers from different fields such as criminal justice, physical and behavioral health, Consumer Operated Services, vocational rehabilitation, and education to develop webinars for various types of provider agencies.

## **VI. Proposal Submission Process**

- Proposal Due Date:

**The due date for the Proposals is January 23, 2015. Proposals must be received at OhioMHAS no later than 2:00 PM. Late submissions will not be reviewed. Risk of delay or failure of delivery rests with applicant.**

- Where to Send Proposal:

All proposals are to be submitted electronically by 2:00 p.m., January 23, 2015 to the OhioMHAS fiscal portal at: [OhioMHASBidOpportunity@mha.ohio.gov](mailto:OhioMHASBidOpportunity@mha.ohio.gov)

- Method for Submission:

Proposals must be submitted electronically via e-mail to [OhioMHASBidOpportunity@mha.ohio.gov](mailto:OhioMHASBidOpportunity@mha.ohio.gov) by the deadline noted above. Incomplete or late submissions will not be considered.

- Conditions of Submission:

Proposals must be submitted in MS Word format using a 12 point font and may not exceed 8 narrative pages plus the documentation submitted with questions 2 and 3 and the cover sheet (outlined below). Proposals must meet all requirements set forth in this RFP.

1. A cover sheet that includes the following must accompany the proposal:
  - Applicant's name(s)
  - Organization's name (if applicable)
  - Applicant's address

- Applicant's phone number
  - Applicant's email address
  - Name and contact information for person authorized to discuss proposal
2. Responses to the Narrative Questions set forth in section V
  3. Subcontractors will be required to sign a Personal Service Contract (PSC). A copy of the form is attached as Attachment B. PSCs are required to be signed and submitted with proposal. This RFP, and the final accepted proposal, will become the Scope of Work, Exhibit 1 to the PSC.
  4. Subcontractors will be required to sign a Required Certification Bidding Form. A copy of the form is attached as Attachment C.
  5. Selected subcontractors will be expected to complete the Vendor Information form within 7 days of subcontract notification. The Vendor Information form is located in Appendix C.
- Questions/Inquiries: Questions regarding the Request for Proposal must be sent via the State of Ohio Procurement Website listed below under the Request for Proposal "Submit Inquiry" no later than 5:00pm Monday, January 21, 2015. Questions and answers are expected to be posted within one business day.

## **VII. Factors and Criteria for Evaluation of Proposals**

- Evaluation criteria will include the scoring rubric found in Attachment A.
- Proposals that do not meet the following requirements will not be evaluated:
  - Minimum standards include demonstration of 501 (c) (3) status for businesses, and current certification with OhioMHAS, and good standing with OhioMHAS Bureau of Licensure and Certification (no outstanding plans of correction), for businesses subject to OhioMHAS certification.
  - Proposals must include signed Personal Services Contract, on form attached as Exhibit B.
- Evaluation team will consist of three OhioMHAS subject matter experts.
- Selection process may include requests for clarification or negotiation (see below).

**VIII. Conditions:** OhioMHAS reserves the right to make no award, make an award for a lesser amount, make an alternative award for the specified project or make an award for a shorter duration. OhioMHAS reserves the right to ask clarifying questions, issue conditional awards, negotiate an alternative project plan or scope and negotiate a best and final proposal with one or more applicant(s). OhioMHAS reserves the right to waive errors and omissions that do not materially affect the outcome of said proposal. Errors and omissions may result in lower evaluation scores or rejection of the proposal.

- Selected subcontractor will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for his/her self and any personnel, including but not limited to: Federal, State, and local income taxes, social security, unemployment or disability deductions, withholdings, and payments.
- Selected subcontractor will be required to sign a Personal Service Contract (PSC). A copy of the form is attached as Attachment B. PSCs are required to be signed and

submitted with proposal. This RFP, and the final accepted proposal, will become the Scope of Work, Exhibit 1 to the PSC for the selected subcontractor.

- Subcontractors will be required to sign a Required Certification Bidding form. A copy of the form is attached as Attachment C.
- Selected subcontractors will be expected to complete the Vendor Information form within 7 days of subcontract notification. The form will be provided upon subcontract notification.

**Summary of Timeframes:**

- All questions regarding this RFP must be submitted electronically to State of Ohio Procurement Website <http://procure.ohio.gov/proc/searchProcOpps.asp> under the Request for Proposal “Submit Inquiry”. Questions must be submitted no later than 5:00 pm on Thursday, January 21, 2015. Questions and answers are expected to be posted within one business day.
- Proposals must be received at the Department by 2:00 p.m., on January 23, 2015, delivered to: [OhioMHASBidOpportunity@mha.ohio.gov](mailto:OhioMHASBidOpportunity@mha.ohio.gov)
- Sub-awards are expected to be announced by January 30, 2015.
- Work to begin immediately upon notification of award. All work must be completed no later than September 1, 2015.

Attachment A

Transformation Transfer Initiative  
Sub-Award- FY 2014

**Minimum Standards**

Required Criteria	Meets	Evaluation Criteria	Reviewer Comments
<ul style="list-style-type: none"> <li>• If applicant is a business, applicant has provided documentation of 501(c)(3) tax status</li> <li>• If applicant is subject to OhioMHAS certification, applicant has provided documentation of current certification, and is in good standing with OhioMHAS Bureau of Licensure and Certification</li> </ul>		Applicant meets required all applicable criteria	
<ul style="list-style-type: none"> <li>• Includes signed Personal Service Contract</li> </ul>		Applicant meets criteria	
<ul style="list-style-type: none"> <li>• Includes signed Required Certification Bidding</li> </ul>		Applicant meets criteria	

## Score Sheet

Proposal Narrative	Potential Points; Score	Evaluation Criteria	Reviewer Comments
<ul style="list-style-type: none"> <li>• Lived experience with mental illness and/or substance use disorder that will enhance performance of work</li> </ul>	10 _____	Proposal includes a clear statement of how applicant is an individual with, or business owned or operated by persons with, a lived experience of mental illness sand/or substance use disorder, and demonstrates how that experience will enhance the work.	
<ul style="list-style-type: none"> <li>• Experience in webinar development, and review of previously developed webinars</li> </ul>	30 _____	Proposal clearly demonstrates expertise in webinar development and provides web links to previously developed webinars; examples of past work demonstrate quality of content and production	
<ul style="list-style-type: none"> <li>• Service Capacity</li> </ul>	30 _____	Proposal demonstrates capacity and ability to develop and submit webinars in an expedited fashion; proposed work plan and timeline demonstrate realistic ability to meet goals of work	
<ul style="list-style-type: none"> <li>• Collaboration with Subject Matter Experts</li> </ul>	15 _____	Proposal demonstrates ability to access and collaborate with subject matter experts, and to incorporate their expertise into webinars.	
<ul style="list-style-type: none"> <li>• Collaboration with Community Partners</li> </ul>	15 _____	Proposal demonstrates ability to access and collaborate with providers from different fields such as criminal justice, physical and behavioral health, Consumer Operated Services, vocational rehabilitation, and education	
<b>Total Possible</b>  <ul style="list-style-type: none"> <li>• <b>Total Received</b></li> </ul>	<b>100</b>  _____		

Attachment B

Ohio Department of Mental Health and Addiction Services  
Personal Service Contract

Section A: Contract Parties

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

Name of Hospital, Division, or Other Entity	Address (Street, City, State, Zip)
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AND:

Name of Contractor	Address (Street, City, State, Zip)	OAKS Vendor ID	Add. Code
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Section B: Effective Dates

This contract is effective from \_\_\_\_\_ through \_\_\_\_\_.

Section C: OhioMHAS Coding

Bus. Unit	FUND	Account	ALI	Dept. ID	Prog.	Grant/Proj	Project	Report	Agency Use
DMH01									

## 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 and Addiction Services (OhioMHAS) 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 and all employees and subcontractors providing services to OhioMHAS under this Contract is/are independent contractor(s) and is/are not an agent, servant, or employee of the State of Ohio or OhioMHAS for any purpose, including for the purposes of Chapter 145 of the Ohio Revised Code. 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. OhioMHAS 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 OhioMHAS.
- 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. OhioMHAS 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. OhioMHAS 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 OhioMHAS 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 OhioMHAS 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 OhioMHAS 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 \_\_\_\_\_ and shall expire on \_\_\_\_\_.
- 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, OhioMHAS 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, OhioMHAS 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 OhioMHAS to the Contractor under this contract shall in no event exceed the sum of \$\_\_\_\_\_ unless Contractor receives prior approval from OhioMHAS or when required, approval of the Controlling Board and is so notified of such approval by OhioMHAS in writing.
- c. In accordance with Section 126.30 of the Revised Code, and any applicable rules thereto, OhioMHAS 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 OhioMHAS. If OhioMHAS determines that an Invoice is inadequate or insufficient, or determines that further documentation or clarification is required, the burden of providing the required information or documentation is on the Contractor. OhioMHAS 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 OhioMHAS 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: OhioMHAS 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, without regard to choice of law provisions, and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract or performance thereunder.
- 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 OhioMHAS. Any assignment or delegation not consented to may be deemed void by OhioMHAS.

- 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.olt.ohio.gov/searchAffirmativeAction.aspx>

- j. **BUSINESS ASSOCIATE AGREEMENT:** If applicable, the Contractor agrees to execute the OhioMHAS 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 OhioMHAS, 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: OhioMHAS 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 OhioMHAS 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 OhioMHAS 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. OhioMHAS 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 Chapters 102 and 2921, as interpreted by the courts of the State and by the opinions of the Ohio Ethics Commission. 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, OhioMHAS 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 OhioMHAS'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 OhioMHAS. OhioMHAS shall not be liable for any further claims. Any payments made by OhioMHAS in which services have not been rendered by the Contractor shall be returned to OhioMHAS.

VI. CONTRACT REMEDIES

- a. ACTUAL DAMAGES: The Contractor is liable to OhioMHAS for all actual and direct damages caused by Contractor's default. OhioMHAS may buy substitute services from a third party for those that were to be provided by the Contractor. OhioMHAS 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, OhioMHAS 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: OhioMHAS'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 OhioMHAS 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 OhioMHAS 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 and  
Addiction Services

CONTRACTOR

\_\_\_\_\_  
Director Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
OhioMHAS Procurement Officer Date

Approved as to form:

\_\_\_\_\_  
Office of Legal Services Date

## **Exhibit 1**

### **Contract Parties**

OhioMHAS Facility/Division (Name and Address)

Compensation:

Scope of Work:

# Attachment C

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## REQUIRED CERTIFICATION FOR BIDDING

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 123:5-1-06 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 "Excluded Products"]
- Where is each product/services being offered mined, raised, grown, produced or manufactured?  
 United States: \_\_\_\_\_ (State)     Canada     Mexico    (Go to B-1)  
 Other: (Specify Country) \_\_\_\_\_ (Go to A-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)
  - 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 of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

- B. OHIO PREFERENCE (BUY OHIO):**
- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.  
 Yes (Go to C)     No (Go to B-2)
  - Bidder has significant economic presence within the state of Ohio.     Yes (Answer a, b, c, d below)     No (Go to B-3)
    - Bidder has paid the required taxes due the state of Ohio     Yes     No
    - Bidder is registered with the Ohio Secretary of State  
 Yes (Charter/Registration No.: \_\_\_\_\_)     No  
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:  
<http://www.sos.state.oh.us/>
    - Bidder has ten or more employees based in Ohio or border state.     Yes     No (Go to B-2d)
    - Bidder has seventy-five percent or more employees based in Ohio or border state.     Yes     No (Go to B-3)
  - Border state bidder:  
 Yes (Specify which state then go to B-2c):  KY     MI     NY     PA     IN)     No (Go to B-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/Edg/Edge/indx.htm>

