

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER OT904913	OPENING DATE (1:00 p.m.) APRIL 10, 2013	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395		CITY	STATE ZIP
Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
REQ./INDEX NO. LDC019		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
BID NOTICE DATE MARCH 22, 2013		CONTACT PERSON	FAX NO. ()
		CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____Days, Net 30 Days			
PARTICIPATING AGENCY(IES): OHIO DEPARTMENT OF MENTAL HEALTH AND OHIO DEPARTMENT OF YOUTH SERVICES			
MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:			
MEDICAL TRANSCRIPTION SERVICES			
TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>06/01/13</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>05/31/16</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.			
INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 09/2012, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.			
Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.procure.ohio.gov/ . All questions should be submitted a minimum of four (4) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE	

The original signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder not sign their bid in black ink. Bidder certifies, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

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 "Excepted 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://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

SPECIAL INSTRUCTIONS TO BIDDERS

BIDDER INFORMATION: It is the Bidder's responsibility to thoroughly read and understand the bid, including any attachments and exhibits, in its entirety.

MBE SET ASIDE BID: This is a Minority Set Aside Bid in accordance with Ohio Revised Code Section 125.081.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this bid is provided on Page one (1) of the bid. Through the indicated inquiry closure date, bidders may visit the State Procurement website to post bid related questions at <www.ohio.gov/procure>. Answers to all bidder questions will be posted on the State Procurement website and linked to the bid number. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective bidder shall respond to any verbal instructions or changes to this bid. Only bid communications, issued by the Ohio Department of Administrative Services (DAS), Office of Procurement Services, in a public, published format, will be considered valid.

STANDARD CONTRACT TERMS AND CONDITIONS: Pages 1 through 13 of the Instructions, Terms, and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, Rev. 09/2012, are available through the link, "Instructions: Terms and Conditions for bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions," listed on Page 1 of the bid, or at the following Web site: <https://procure.ohio.gov/PTcond/iandt15.pdf>

COMMERCIAL GENERAL LIABILITY AND AUTOMOTIVE INSURANCE: Bidders should familiarize themselves with the Workers' Compensation, Automobile and General Liability Requirements, Commercial General Liability and Automobile Liability requirements, Articles S-12 through S-13, listed on Page 12 of the Standard Contract Terms and Conditions (see the above paragraph for more information). Bidders will be required to provide documentation of meeting these requirements if requested.

SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc. Note: Failure of the Bidder to complete and submit the Cost Allocation Table, Page 16, with the Bid submission may result in Bidder being ineligible for price increases.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

PRICE PAGE: Bidders shall indicate on the Bid Price Page, the item(s) they are offering in their Bid submission. Only the Price Per Line and Total Bid Price, as entered in the Bid Price Page, shall be valid, and shall be complete, and no other prices, attachments, or charges will be considered. Bidder may enter only a single Price Per line, Total Number of Lines, and Total Bid Price. Although the contractual work typically involves transcribing verbal information into written form, for bidding purposes, the Bidder shall obtain the information to be transcribed and priced from Attachment D (an example document in written form) of this Invitation to Bid.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will evaluate the Total Bid Price, as entered by the Bidder, in the Price Table of the Price Pages. To verify the accuracy of the Total Bid Price, the state will multiply the Price Per Line by the Total Number of Lines, as entered by the Bidder in the Price Table. Failure to provide the Price Per Line, Total Number of Lines, or Total Bid Price, may result in the Bidder being deemed not responsive. Offering more than one Price Per Line, Total Number of Lines, or Total Bid Price may result in the Bidder being deemed not responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item.

USAGE REPORTS: Every twelve (12) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Terry Spiropoulos.

MINORITY SET ASIDE: It is necessary for the participating agency to purchase the supplies or services from a certified Minority Business Enterprise to meet the requirements of Ohio Revised Code Section 125.081. The aggregate value of the amount of these purchases exempted from this Contract, for purposes of Revised Code Section 125.081, will not exceed fifteen percent (15%) of the aggregate value of the Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

BID AUTOMOBILE LIABILITY CHECKLIST:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V., General Provisions, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section (roman numeral) V., General Provisions, Paragraph G.):

Bidders seeking to enter into a service contract shall disclose the following:

- a) Principal location of business for the contractor (Name/City/State/Country)

- b) Principal location of all subcontractors (Name/City/State/Country)

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

c) Location where services will be performed (Name/City/State/Country)

d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS:

The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES: The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The bidder must complete the attached Contractor/Subcontractor Affirmation and Disclosure form attachment to abide with Executive Order 2011-12K, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

Note: The Standard Affirmation and Disclosure Form is listed in this Invitation to Bid as Attachment B. A reference copy of the Executive Order 2011-12K is shown in this Invitation to Bid as Exhibit A.

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE

These specifications cover the medical transcription services required by the Ohio Department of Mental Health (ODMH) Behavioral Healthcare centers and the juvenile correctional facilities (JCF) operated by the Ohio Department of Youth Services (ODYS). ODMH Behavioral Health centers are currently located in six cities around the State. ODYS JCF's currently are located in four cities around the state. The medical transcription program desired should be highly sophisticated, comprehensive, incorporating modern techniques, utilizing Contract employees that will establish and maintain a high level of accuracy and promptness of service. Access to the Contractor's 800 number call center must be available at any time needed, 24 hours per day, 7 days per week, 365 days per year. The standards of performance set forth in these specifications represent minimum acceptable standards.

- A. All associated costs, to include, but not limited to, labor, fringe benefits, equipment, automated line counting reimbursement software, and supplies that are necessary to accomplish all specified services shall be included in the Bidders "Cost Per Transcription Line".
- B. Contractor is not allowed to subcontract services without prior written approval from the State.
- C. A line of transcription is considered to be a 65 Visible Black Character line. Character will be a Visible Black Character (VBC). A Visible Black Character is defined strike-able and visible characters and includes any printed letter, number, symbol, and/or punctuation mark visible to the eye, excluding spaces and any or all formatting (e.g., bold, underline, italics, table structure, formatting codes). All visible black characters can be seen with the naked eye as a mark, regardless of whether viewed electronically or on a printed page. A VBC line is calculated by counting all visual characters and dividing the total number of characters by 65 to arrive at the number of defined lines.

Examples of Visible Black Character (VBC):
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
~ ! @ # \$ % ^ & * () _ + { } | : < > ? ÷ ± ` 1 2 3 4 5 6 7 8 9 0 - = [] \ ; ' , . / "

- D. Headers and footers should be included in the character count, and will not be counted differently than other Visible Black Characters.
- E. Below is a listing of Ohio Department of Mental Health (ODMH) Behavioral Healthcare centers and Ohio Department of Youth Services (ODYS) Juvenile Correctional Facilities (JCF). The following facilities may be expected to utilize the contract. In addition, any other ODMH and ODYS facility may use the contract, as needed.

Appalachian Behavioral Healthcare (ABH)
100 Hospital Drive
Athens, OH 45701
Kelly Markins
740) 594-5000
Kelly.Markins@MH.Ohio.gov

Heartland Behavioral Healthcare (HBH)
3000 Erie Street South
Massillon, OH 44647
Patricia Eddleman
(330) 833-3135
Patricia.Eddleman@MH.Ohio.gov

Northcoast Behavioral Healthcare (NBH)
1756 Sagamore Road
Northfield, OH 44067
John Zmina
(330) 467-7131
John.Zmina@MH.Ohio.gov

Northwest Ohio Psychiatric Hospital (NOPH)
930 South Detroit Avenue
Toledo, OH 43614
Jim Skolmowski
(419) 381-1881
James.Skolmowski@MH.Ohio.gov

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

Summit Behavioral Healthcare (SBH)
1101 Summit Road
Cincinnati, OH 45237
Steven Burns
(513) 948-3600
Steven.Burns@mh.ohio.gov

Twin Valley Behavioral Healthcare (TVBH)
2200 West Broad Street
Columbus, OH 43223
John Eardley
(614) 752-0333
David.Blahnik@MH.Ohio.gov

Circleville Juvenile Correctional Facility
640 Island Road,
P.O. Box 598
Circleville, OH 43113
ph: (740) 477-2500 Fax: (740) 420-9816
Robert Walker

Cuyahoga Hills Juvenile Correctional Facility
4321 Green Road
Highland Hills, OH 44128
ph: (216) 464-8200 Fax: (216) 464-3540
Dale LaChance

Indian River Juvenile Correctional Facility
2775 Indian River Road
Massillon SW, OH 44646
ph: (330) 837-4211 Fax: (330) 837-4740
Karen McCluney-Jackson

Scioto Juvenile Correctional Facility
5993 Home Road
Delaware, OH 43015
ph: (740) 881-3250 Fax: (740) 881-5944
Vickie Donohue

II. AGENCY RESPONSIBILITIES

- A. ODMH and ODYS will provide templates of the various work types to the awarded Contractor.
- B. For Dictations provided to ODMH, contractor will use ODMH approved file naming convention. ODMH will provide an example to the awarded Contractor.
- C. For Dictations provided to ODYS, Contractor will use ODYS approved file naming conventions. ODYS will provide an example to the awarded Contractor.
- D. For dictations provided to ODMH, ODMH will appoint a central point of contact through whom communications will be directed and who will be responsible for monitoring quality assurance and quality control issues on behalf of the centers.
- E. For dictations provided to ODYS, ODYS will appoint a central point of contact through whom communications will be directed and who will be responsible for monitoring quality assurance and quality control issues on behalf of the centers.

III. CONTRACTOR'S BASIC SERVICE REQUIREMENTS

- A. Contractor must provide transcription services described herein at any time needed, 24 hours per day, 7 days per week, 365 days per year.
- B. Contractor must provide a Toll Free telephone service for ODMH Clinicians to dictate reports.
 - 1. Systems that require the use of special recording devices are not acceptable.
 - 2. Systems that require the use of special upload programs are not acceptable.
 - 3. Contractor must supply ample phone lines to accommodate 250 plus dictators at any time needed, 24 hours per day, 7 days per week, 365 days per year.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

- C. Contractor must comply with all HIPPA security and privacy regulations.
- D. In order to be considered for award, the apparent low responsive and the responsible Bidder should provide documentation, as part of their Bid Response, of employing enough qualified employees to complete on average two hundred fifty thousand (250,000) lines of transcription per month.
- E. Contractor shall provide and utilize an accurate method for determining how visible characters are being counted, for billing and invoicing purposes. This method shall be transparent and provide full information needed for the agency to accurately reconcile invoices.
- F. The Contractor shall possess a minimum of the following medical reference materials to expedite the reports to the ODMH and ODYS:
 - 1. Medical Dictionary.
 - 2. American Drug Index.
 - 3. Medical Phrase Index.
 - 4. Taber's Cyclopedic Medical Dictionary.
 - 5. Diagnostic and Statistical Manual of Mental Disorders; Fourth Edition, Text Revision or most current edition.
 - 6. The Bidder should indicate in its Bid Response which medical reference materials it possesses.
 - 7. Upon Contract award notification by DAS, Contractor shall make every effort to cooperate with ODMH and ODYS in transitional activities (e.g., Information Technology readiness, etc.) to be ready to perform on the Contract start date.

IV. CONTRACTOR PERSONNEL REQUIREMENTS

- A. The transcribers employed by the Contractor to perform under this Contract shall have a thorough and complete knowledge of medical terminology as it relates to various body systems and medical nomenclature of physical and mental impairments.
- B. Medical transcribers shall have a minimum of five (5) years of medical transcription experience. Said experience shall be related to the transcription of highly technical medical reports. Transcribers shall be employees of the Contractor. The company and its representatives must be able to demonstrate at least five (5) years of experience providing medical transcription services by providing an example of their work. As part of the Bid Response, Bidders should document compliance with these requirements.
- C. Unauthorized subcontracting is not permitted and may be cause for disqualification.
- D. Company and Transcribers must be based and located in the United States of America. All data and information associated with the services performed under contract shall remain within the United States of America at all times.

V. CONTRACTOR – SYSTEM ACCESS

- A. Upon award of the Contract, the Contractor must provide a list of transcribers to ODMH. Access to ODMH patient information (PCS) will be limited to only those individuals on this list. Group IDs are not permitted.
- B. Contractor will be able to install VPN access to above identified transcribers.
- C. All equipment, software and licensing is the responsibility of the Contractor.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

VI. TRANSCRIPTION REPORT SUBMITTAL

- A. Transcribed clinical reports are to be made available, electronically and securely, to the corresponding hospital or JCF using Microsoft Word software and using HIPAA compliant security measures. Word documents must have read/write access. ODMH and ODYS will each separately communicate the preferred method to receive reports. ODMH and ODYS do not necessarily need reports sent by E-mail, but secure Web-based access or other mutually agreed upon electronic method will be utilized. A non-electronic, backup method to communicate reports, using HIPAA compliant security measures, may also be utilized if approved by ODMH.
- B. Each individual report will made available, electronically and securely, immediately upon completion. No hard copy is required from the Contractor.
- C. As indicated below, specific reports must be transcribed and returned according to the following timelines:
 1. Two (2) hour turn-around (completion) time is required on STAT reports.
 2. Reports, that require twenty-four (24) hour turn-around (completion) time, are required for the following work types:
 - a. Psychiatric Exam
 - b. History and Physical
 - c. Discharge Narrative Summary
 - d. Psychiatry Progress Notes
 3. Reports that require forty eight (48) hour turn-around (completion) time is required for the following work types:
 - a. Social Service Report
 - b. Comprehensive Psychological
 - c. Psychological Testing Report
 - d. Brief Psychological Report
 - e. Competency to Stand Trial Evaluation
 - f. Sanity Evaluation
 - g. Competency Restoration
 - h. Post NGRI Acquittal
 - i. Mandatory Hearing

VII. WORK PROGRESS AND SUMMARY REPORTS

- A. Daily Job Report to be sent to dedicated representatives at each ODMH hospital and monthly reports specifying work types for the previous month. ODMH will provide the awarded Contractor a sample of the reports specified.
- B. Contractor will provide samples of daily and monthly job reports for review.
- C. Contractor will use ODMH approved file naming convention. ODMH will provide an example to the awarded Contractor.

VIII. STAFF TRAINING

- A. Contractor shall provide on-site training to hospital identified staff on the use of their dictation system.
- B. Contractor shall provide dictation instructions in electronic format to ODMH.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

IX. COMMUNICATIONS

- A. Contractor shall provide at a minimum two (2) primary contacts for ODMH hospitals to contact for problem resolution.
- B. ODMH will appoint a central point of contact through whom communications will be directed and who will be responsible for monitoring quality assurance and quality control issues on behalf of the centers.
- C. Contractor will communicate down-time, changes, and updates in advance if possible or immediately notify the two (2) primary contacts for each of the ODMH hospitals.
- D. Contractor will provide software used for billing purposes in order for ODMH hospitals to reconcile billing.

X. QUALITY ASSURANCE MONITORING

- A. Contractor shall provide listen access for fourteen (14) individuals to be identified by ODMH. This can be done via the Web site.
- B. Contractor's QA reports are to be sent to a designated ODMH representative monthly to reflect timeliness, quality and volume, for monitoring of service.
- C. Contractor is to describe and provide a sample of their detailed QA process, as part of their Bid Response.
- D. Contractor's QA process will include error rates at a minimum of ninety-five (95) percent accuracy.

XI. INVOICING AND PAYMENT

- A. Contractor will provide a detailed monthly invoice along with appropriate reimbursement software or billing validation to each of the six (6) identified ODMH representatives. A means to verify accuracy of bills and complete transparency in the count and billing process is required. Accuracy of the character count reflected in billing and invoicing shall exceed ninety percent.
- B. The Contractor shall maintain such accounting books and records in connection with the operation(s) under this Contract, for the Contractual period. Said accounting books and procedures shall be in accordance with generally accepted accounting procedures and with all statutory provisions as set forth by State and Federal law, and shall be acceptable to ODMH.
- C. Copies of all cost control records and reports shall be furnished to the ODMH contact or designee in compliance with reporting scheduled as mutually agreed upon. Said reports shall include not less than monthly, quarterly, and annual summaries by facility.

XII. RECORD STORAGE & RETENTION

- A. Contractor will maintain voice recordings for a minimum of 30 days post transcription with the ability to recall and listen to the dictation.
- B. Contractor will maintain transcribed reports for a minimum of 60 days post e-mail with the ability to resend to ODMH, if requested.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

XIII. TECHNOLOGY REQUIREMENTS & SECURITY

- A. Contractor will complete and submit the required document "Contractor Security Questionnaire".
- B. Contractor will supply timely and accurate documentation on their environment and data flow which will be used for a complete security risk assessment by ODMH.

This includes, but is not limited to:

- 1. Complete logic diagram which illustrates the environment, depicting all relevant communication links, locations where data will reside and/or pass through and backup media processing.
- 2. Documentation which describes data and security protections at each point for both data in motion and data at rest.
- 3. Identify which hardware is on-site, part of a hosted service and hardware that is personally owned, but used to access this system.
- 4. Identify who is responsible for management and support of the various components.
- 5. Additional information the Contractor believes will be of value in our assessment.

Please note: Additional information may be requested, based on the review.

- C. As outlined in Ohio Office of Information Technology Bulletin No. ITB-2007-02, the State of Ohio requires that sensitive data be encrypted, unless this proves to be either cost prohibitive or technically infeasible. If data is not encrypted, then compensating controls must be in place, reviewed and approved by the ODMH Security Workgroup.

Related State of Ohio documentation (Bulletin No. ITB-2007-02) can be found using the following Web address.
http://www.oit.ohio.gov/IGD/policy/pdfs_bulletins/ITB-2007.02.pdf.

Specifically:

- 1. All data in transmission (motion) is encrypted using the Advanced Encryption Standard (AES), at a minimum.
 - 2. All data at rest is encrypted, including backup media.
 - 3. All sensitive data sent using e-mail must be encrypted. Proposed encryption method(s) must be reviewed and approved by ODMH before implementation.
- D. For patient related data, a HIPAA business associate agreement must be in place.
 - E. In addition to HIPAA Privacy standards, ODMH requires:
 - 1. Passwords expire no more than after 90 days, passwords are not shared with other individuals and users have the capability to create their own passwords and update on the system without intervention.
 - 2. Data is not to be stored on portable devices, such as USB drives or laptops without prior written agreement with ODMH Security Workgroup.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

3. Wireless data connections are not permitted without prior written agreement with ODMH Security Workgroup.
 4. Evidence that remote management of servers that contain ODMH data is performed in a secure manner, including encrypted authentication and communications.
 5. A procedure for permanently and securely removing ODMH data from any storage device when no longer used or needed. Examples are, but not limited to: workstations are replaced (either due to failure, disposal or staff who use personal devices are no longer involved with ODMH data), server hard drives (failure, reuse or disposal) and removable media (backup tapes, USB drives, floppies, etc.)
 6. Verification of SSL connection.
 7. Backup plan, to include multiple toll free phone numbers and more than one long distant carrier.
- F. Complete thoroughly and to the best of the Contractor's ability, the ODMH Security questionnaire.
- G. Should remediation be required, mutually agreed to time frames will be established in writing. After the remediation's are reviewed and accepted by the ODMH Security Workgroup, final acceptance will be in writing.
- H. Supply documentation and evidence of implementation and compliance. The Contractor will need to also supply timely documentation and evidence of continued compliance when there are changes to the environment that impact any security aspect of the environment. These changes will be reviewed and approved by the ODMH Security Workgroup prior to implementation. ODMH may request updated documentation on a periodic or as needed basis as determined by ODMH.
- I. Full engagement of this contract is contingent upon acceptance of Contractor's security practices and environment by the ODMH Security Workgroup. Approval requires compliance with State of Ohio Security Standards and Policies. An updated listing can found at:
<http://das.ohio.gov/Divisions/InformationTechnology/tabid/79/Default.aspx>
- J. The above listed requirements pertain to all ODMH data, and shall not be limited to sensitive or patient data, except where noted.

IV. DOCUMENTATION:

A. MANDATORY WITH BID RESPONSE

1. Pages 1 (ITB front page) and 15 (Bid Price Page with Price Table), of the ITB completed, with all requested information entered.
2. To receive Ohio preference, Page 2 of the ITB must be completed and submitted with the bid response.

Failure to submit the above documents (with the exception of Page 2 of the ITB) will deem the bid not responsive and no further consideration for award will be given.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

B. REQUESTED WITH BID RESPONSE

1. Attachment A (Contractor Security Questionnaire), Attachment B (Standard Affirmation and Disclosure Form), and Attachment C (Bidder Disclosure Statements), completed.
2. Copy of completed Internal Revenue Service (IRS) form W-9, indicating the Taxpayer Identification Number (TIN). A Web address to obtain the form is at: <http://www.irs.gov/formspubs/index.html>

If additional assistance is needed in completing the W-9 form, please contact the IRS at 1-800-829-1040.

3. Certificate of Insurance and copy of current Workers' Compensation Certificate (see Supplemental Contract Terms and Conditions, paragraphs S-12 and S-13), as applicable.
4. Returned Good Policy: All bidders are requested to submit their company's policy on Returned Goods with their bid.
5. Affirmative Action Program Verification letter of approval. In accordance with a requirement set forth in the Ohio Revised Code (ORC Section 125.111), bidders must complete filing of an Affirmative Action Plan to the Department of Administrative Services (DAS), Equal Opportunity Division (EOD) prior to award of a contract.

Affirmative Action Program Registration letter of approval: The Affirmative Action Program Verification Form may be renewed or completed and filed online by starting at the following web address:
<http://www.das.ohio.gov/LinkClick.aspx?fileticket=RetjSOXsLe8%3d&tabid=133>

After the registration process, a copy of the letter of approval may be obtained at the following Web address:
<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

Search by entering the company name or TIN, click on the name, and a printable copy of the letter of approval should appear. This letter shows verification of filing of Affirmative Action Plan.

You may call the EOD office at 614-466-8380 to inquire, if needed.

6. Bid Automobile Liability Checklist (see Page 5 of the Invitation To Bid).
7. Disclosure of Subcontractors / Joint Ventures (see Pages 5 and 6 of the Invitation To Bid).

If documents listed in paragraphs B.1 through B.7 above are not submitted with the bid response, they may be requested during the bid evaluation. If requested during the bid evaluation, documents must be received within seven (7) calendar days of verbal or written request. Failure to provide requested documents by the deadline provided during evaluation will deem your bid not responsive and no further consideration for award will be provided.

BID PRICE PAGES (page 1 of 2)

ESTIMATED ANNUAL USAGE/REQUIREMENTS: 4,235,200 Total Lines of Transcription per Year.
 Note: Estimated Annual Usage/Requirements for STAT reports are less than 0.1 percent of all reports.

Bidder shall evaluate and provide information and transcribed pricing for ATTACHMENT D, in the PRICE TABLE, below.
 Note: Attachment D may be found on Pages 27 through 32 of this Invitation to Bid.

PRICE TABLE		
(Based on 65 Visible Black Characters)	Total Lines of Transcription identified in all six (6) pages of ATTACHMENT D.	ATTACHMENT D Total Transcribed Price:
PRICE PER LINE *	TOTAL NUMBER OF LINES **	TOTAL BID PRICE ***
\$		\$

PRICE PER LINE x TOTAL NUMBER OF LINES = TOTAL BID PRICE

The Bidder is to provide its bid pricing in the Price Table, above. Bidder shall evaluate the two (2) documents contained in Attachment D, which is six (6) pages of example transcribed text, and provide its bid pricing for the transcription. This information will be the basis of the Total Bid Price submitted by the Bidder. This Total Bid Price will be evaluated. The method(s) Bidder used to calculate the Total Number of Lines and arrive at the Total Bid Price shall correspond with method(s) which will be used by the Bidder for work performed throughout any contract resulting from this Invitation to Bid (ITB). When requested, Bidder shall provide line details of the method used to arrive at the Total Number of Lines and the Total Bid Price.

* PRICE PER LINE: Bidder must enter the Price Per Line in this space, and line of transcription means a 65 Visible Black Character line. The price entered in the Price Per Line space of the Bid Price Page will be the basis for the cost of Transcription Services for this contract, and only one (1) price may be entered. If more than a single price is entered in this Price Per Line space, Bidder may be deemed as not responsive.

(CONTINUED ON NEXT PAGE)

BID PRICE PAGES (Cont'd.) (page 2 of 2)

** TOTAL NUMBER OF LINES: Bidder shall evaluate the two (2) documents (six (6) pages) contained in Attachment D and calculate the Total Number of Lines in both of these documents added together. When requested, Bidder shall provide line details of how it arrived at the Total Number of Lines. The method Bidder used to arrive at the Total Number of Lines shall be the same method used when performing the Transcription services throughout any contract resulting from this ITB. Bidder shall enter the information in the table, above. If more than one number is entered in the Number of Lines space, Bidder may be deemed as not responsive.

*** TOTAL BID PRICE: Bidder must enter the Total Bid Price in this space. This is based on the Bidder's evaluation of the two (2) documents (six (6) pages) contained in Attachment D. This should equal the Price Per Line multiplied by Total Number of Lines. The price entered in the Total Bid Price space of the Bid Price Page of this ITB will be the only price evaluated, and only one (1) price may be entered. However, all information in the Price Table may be checked for integrity. If there is a discrepancy(ies) between the information entered in the spaces for Price Per Line, Total Number of Lines, and the Total Bid Price spaces, or if more than a single price is entered in either the Price Per Line space or Total Bid Price space, Bidder may be deemed as not responsive.

COST ALLOCATION TABLE ****										
To document the current cost allocation, Bidders shall indicate, as a percentage of the total cost, what the cost elements are. Sum of all percentages must equal one hundred. Add additional cost elements if necessary.										
Labor Cost	Training and Recruitment Cost	Facilities Cost	Equipment Cost	Administrative Cost						TOTAL
										100%

**** Not used for evaluation purposes. However, failure of the Bidder to complete and submit the Cost Allocation Table with the Bid submission may result in Bidder being ineligible for price increases.

ATTACHMENT A

Contractor Security Questionnaire

Version 3.0

The following questions are to be responded to prior to ODMH accessing the Contractor's application(s). If additional space is needed, please include in a separate document(s)

■ Yes □ No

Contractor Name:	
Application Name:	
System Overview	
01) Internet Accessible? If so, what protections are in place.	<input type="checkbox"/> Yes <input type="checkbox"/> No Please describe:
02) Operating system(s) used:	
03) Is the OS patched on a regular basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No Please give a brief overview (frequency, planned service outages, notifications, etc.):
04) Database Platform:	
05) Language used for development: (C++, PHP, Java, etc.)	
06) Does traffic need to pass through hardware based firewall?	<input type="checkbox"/> Yes <input type="checkbox"/> No
07) Please describe the type of security in use for data transmission (data in motion) and strength (example: SSL)?	
08) Please describe the data protections in place for ALL ODMH data at rest.	
09) Do you monitor and audit for hacking?	<input type="checkbox"/> Yes <input type="checkbox"/> No Please provide frequency and what areas to you review (logs, log and temp files being tampered with or deleted, etc):
10) Is all ODMH database backed-up?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Frequency: Type (tape, disk, etc.): Type of protections: Please describe your overall process: (Incremental, verified during backup, type of protections etc.)

ATTACHMENT A

Contractor Security Questionnaire (cont'd.)

<p>11) Are all backup media secured both physically and encrypted? Please include if this is performed in-house or a contracted service.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Please provide details:</p>
<p>12) Are wireless connections implemented at any point?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Please describe: Please describe protections in place:</p>
<p>13) Does your system permit limiting access to a single or pre-identified IP addresses or MAC?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Please describe:</p>
<p>Password and Account Management:</p>	
<p>14) Is two factor authentications required?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Please describe:</p>
<p>15) Do user passwords timeout after a specific period of inactivity?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No If so, time frame:</p>
<p>16) Can passwords be set to expire?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Please describe:</p>
<p>17) Can the user be forced to change their password after a specific period of time?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Please describe:</p>
<p>18) Can the user change their password without assistance from IT or administrator?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Please describe:</p>
<p>19) Can passwords be set to have a certain level of complexity?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Please describe:</p>
<p>20) Can application rights/functions be assigned using roles?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Please describe:</p>
<p>21) How are passwords stored in the application and what protections are in place:</p>	<p>Please describe:</p>

ATTACHMENT A

Contractor Security Questionnaire (cont'd.)

22) Other than the application itself, how are passwords stored/maintained and what protections are in place.	<input type="checkbox"/> Yes <input type="checkbox"/> No Please describe:
Other:	
23) Other general information not covered in the above:	

Document Completed By:

Name	Date

ATTACHMENT B

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

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

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

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

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

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

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

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

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

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

ATTACHMENT B
STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K (CONT'D.)

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)

Contract also affirms, understands and agrees that Contractor and its subcontracts are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The state has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is part of any Contract that Contract may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

ATTACHMENT C

BIDDER DISCLOSURE STATEMENTS:

The Bidder must provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the Contract, and the best interests of the State.

Within the past five (5) years:

ITEM	DISCLOSURE STATEMENT	YES	NO
A	Has the Bidder and/or subject company had a Contract cancelled for default or cause?		
B	Has the Bidder and/or subject company been assessed any penalties including liquidated damages, under any of its existing or past Contracts with any organization or governmental entity?		
C	Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity?		
D	Has trading in the stock of the subject company ever been suspended? Give date and explanation.		
E	Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number?		
F	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding?		
G	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company been convicted of a felony or is currently under indictment on any felony charge?		
H	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company had a finding for recovery action issued by the Ohio Auditor of State for a sum of funds due the state of Ohio?		

By the signature affixed to Page 1 of this Bid, the Bidder hereby certifies that the above information is true and accurate.

This completed form should be returned as part of the Bid Response. Failure to complete this page may deem your Bid not responsive.

EXHIBIT A
COPY OF EXECUTIVE ORDER 2011-12K

You may review a copy of Executive Order 2011-12K at the following Web address:

<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>

A copy of Executive Order 2011-12K is reproduced on the following three pages, for reference only.

EXHIBIT A
COPY OF EXECUTIVE ORDER 2011-12K (Cont'd.)



JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

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

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

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

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

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:
 - a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
 - i. Reflect this Order's prohibition on the purchase of offshore services.

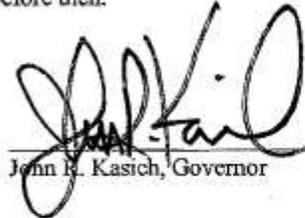
EXHIBIT A
COPY OF EXECUTIVE ORDER 2011-12K (Cont'd.)

- ii. Require service providers or prospective service providers to:
 - 1. Affirm that they understand and will abide by the requirements of this Order.
 - 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - 3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 - 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.
 - b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
 - c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.
 - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities;
or
 - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.
5. Executive Order 2010-09S is hereby rescinded.

EXHIBIT A
COPY OF EXECUTIVE ORDER 2011-12K (Cont'd.)

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





John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

ATTACHMENT D
EXAMPLE DOCUMENTS TO BE PRICED (page 1 of 6)

ANNUAL HISTORY AND PHYSICAL EXAMINATION

Date of Exam	Height	Sex	Weight	Temperature	Pulse	Respirations	Blood Pressure
01/08/13	5'10	Male	249 lbs	97.9	95	18	130/78

Physical Examination:

General Appearance: This is a 32-year-old somewhat obese white male who is in no apparent physical distress.

Head: Normocephalic.

Neck: Supple. Neck veins are not distended. Carotids are full without any bruits. Thyroid is not enlarged. Trachea is in the midline.

Eyes: Both eyes look normal with clear cornea and conjunctivae.

Ears: Both the ear canals look fairly clean.

Nose: There is no nasal discharge or congestion noticed.

Mouth: No obvious mouth lesions.

Throat: Throat looks clean without any evidence of congestion or exudate.

Teeth: Teeth are in fair condition.

Chest: Symmetrical.

Lungs: Lungs appear clear on auscultation.

Heart: Regular sinus rhythm. No murmur or gallop.

Abdomen: Somewhat distended and tense. There is no definite mass or visceromegaly felt.

Hernia: Deferred as the patient declined.

Genitalia: Deferred as the patient declined.

Rectal: Deferred as the patient declined.

Back: Normal.

Extremities: Symmetrical. There is no edema or varicose veins noticed. Peripheral pulsations are palpable in all the four extremities.

Neurological Examination:

The patient is verbally unclear. He appears to be disoriented to the time, place, and person. His memory is fairly good.

Cranial Nerves:

I: The patient denies any defect in appreciation of smell.

II: The patient is able to count the fingers at a distance. His visual fields appear to be intact. This was examined by moving the fingers over the temporal, superior, and inferior sides of his visual fields. Funduscopic examination deferred.

III, IV, & VI: Extraocular movements are intact. Pupils are equal and react to light and accommodation. Both upper lids show no droop.

V: The patient is able to move his jaw up and down as well as sideways. He can feel the scratching and pinpoint sensations on his face.

VII: He is able to smile symmetrically. He is also able to wrinkle his forehead.

VIII: He is able to hear the snapping of the fingers as well as rubbing of two hands against his ears.

IX: He has a good gag reflex when a tongue depressor is inserted into his mouth.

DOE, JOHN		Twin Valley Behavioral Healthcare
123456	C	
DOB: 05/30/80	DOA: 01/06/13	

ATTACHMENT D
EXAMPLE DOCUMENTS TO BE PRICED (page 2 of 6)

ANNUAL HISTORY AND PHYSICAL EXAMINATION

X: He is phonetically clear.
XI: He is able to shrug and move his shoulders up and down.
XII: Tongue appears to be in the midline without any deviation. There is no tremor or fibrillation noticed.

Cerebellar Function:

The patient is able to stand with his eyes closed and shows no inclination to sway from side-to-side. He is also able to do the finger-to-nose test as well as a heel-to-shin test.

Motor Function:

Musculature is fairly developed. Muscle power and tone are symmetrically strong. No limitation of joint movements noticed.

Sensory Function:

Sensory system appears to be intact for pinprick and light touch. The patient is able to identify the position of the toes and fingers when moved up or down with eyes closed.

Reflexes:

Biceps, triceps, and quadriceps are 2+ bilaterally. Achilles is 1+ bilaterally. Plantars are downgoing bilaterally.

Skin:

Healthy.

Lymphatics:

There is no peripheral lymphadenopathy.

Impression:

1. Obesity.
2. History of Bronchial Asthma.
3. History of Fatty Liver Disease by ultrasound.

Management:

He should be encouraged weight reduction diet and proper exercise to maintain an ideal body weight. His asthmatic symptoms are currently under fair control with the current medications.

John B. Well, MD Date/Time

DD: 01/08/13 03:09:50 PM DT: 01/08/13 07:21:01 AM NR19 Job ID: G_1234-567

DOE, JOHN		
123456	C	Twin Valley Behavioral Healthcare
DOB: 05/30/80	DOA: 01/06/13	

ATTACHMENT D
EXAMPLE DOCUMENTS TO BE PRICED (page 3 of 6)

COMPETENCE TO STAND TRIAL EVALUATION REPORT – ORC § 2345.678(H)(2)

Date: January 15, 2013

Identifying Data and Reason for Evaluation

John Doe, hereinafter referred to as the defendant, is presently hospitalized at the Timothy B. Moritz Forensic Unit of Twin Valley Behavioral Healthcare (TVBH) in accordance with the provisions of the Ohio Revised Code (ORC) § 2345.678(H)(2). He is presently charged through the Franklin County Common Pleas Court (Case No. 1234-DC-6789) with Disorderly Conduct (Special Specification, G6, ORC §§ 9876.54, 7654.32, and 2468.101). His charges stem from events purported to have occurred on January 05, 2013.

This evaluation has been conducted to inform the Court of the defendant's current mental status, his present capacity to understand the nature and objective of the proceedings against him, and his present capacity to assist in his defense.

Notification of Purpose and Limits of Confidentiality

Upon meeting with the defendant, I explained to him my title, the purpose of the evaluation, my role in completing the evaluation, the methods that I would employ in the evaluation, and the limits of confidentiality, including the fact that the evaluation was being completed for the Court, that none of the information provided should be expected to be held in confidence, and that a report would be prepared and shared with the Court.

However, he was generally unresponsive, appeared decidedly psychotic, and seemed incapable of engaging me in dialogue, responding meaningfully, or otherwise participating in the evaluation. I am fairly certain he did not understand any of the information I supplied him.

Evaluation Procedures and Sources of Information

I, Mary D. Smith, Psy.D., evaluated the defendant on January 10, 2013, on Unit T of the Timothy B. Moritz Forensic Unit of TVBH. My evaluation consisted of an attempted interview with the defendant, a mental status examination, and a review of the available records and other sources of data, including the following:

1. A letter to Judge Stricktre from John B. Well, M.D., dated January 9, 2013;
2. Consultation with various TVBH staff on Unit T, including the unit nurse, on January 10, 2013;
3. Copies of the indictment as well as various Court orders and journal entries pertaining to the current case;
4. Various other reports and documentation contained within the defendant's TVBH hospital chart, including:
 - a. the admission sheet and report;

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- b. multidisciplinary assessment reports;
- c. the defendant's treatment plan;
- d. the treatment team summaries; and
- e. the interdisciplinary progress notes.

Background Information

The defendant was born in Canada. When he was 6-years-old, he and his family immigrated to the United States. He graduated from Summit High School with a 4.0 grade point average. He attended classes at Dayton State University and studied computer programming, but withdrew as a result of poor grades. With respect to employment, more distantly he worked at Wright LLC. for a year and for Hawk Inc. for a period of about two years. More recently, he worked for a few months on the third shift for Kitty Co. and in newspaper delivery. He had been unemployed for several months prior to his arrest on his instant offenses.

The defendant's medical history is relatively unremarkable. He does not present with any apparent history of substance abuse. He also does not present with any previous involvement with the criminal justice system. He has never been psychiatrically hospitalized previously or received mental health treatment.

Course of Hospitalization at TVBH

The defendant was admitted to TVBH on January 6, 2013. Upon admission, he presented as thin and disheveled with long hair, long fingernails, and an unkept beard. Additionally, at the time of his admission, he evidenced poor eye contact, considerable response latencies, and indications of paranoia, thought disorganization, and auditory hallucinations. An admitting diagnosis of Schizophrenia was rendered.

The defendant has persisted in evidencing signs of severe psychiatric illness – namely psychosis – since his admission. He has refused all medications offered to him, including antipsychotic agents. He has said that he does not have any mental health problems, though it is obvious that he does. He typically isolates in his room and only emerges for food or drink. He does not interact with anyone. He is often observed either pacing in his room or sitting on his bed in a manner that suggests that he is either meditating or praying. His hygiene has remained poor and he has only showered with continued prompting from staff. His eye contact is poor, he typically does not respond to people, and when he speaks the things he says are usually minimalistic and monosyllabic (e.g., "Yes," "no"). He is often unresponsive to staff's requests to interview him. His treatment team has concluded that he is psychotic and will only improve with forced medications.

Current Mental Status Examination

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I approached the defendant for the examination in his room. I found him sitting on his bed with his knees folded up under him, his hands resting on his thighs, with his gaze affixed down toward the floor. He did not appear to notice my arrival. I observed that his hair was substantially unkempt and that, overall, he seemed disheveled, as though he had not taken care of himself in some time. He remained unresponsive even after I introduced myself and discussed my reason for evaluating him, the limits to confidentiality, and so forth. I asked him a few questions, though he did not respond to most of them. To the questions he responded to, he did so by saying "okay," though that answer would never be considered appropriate, considering the questions I asked were open-ended. I sensed that he was relatively oblivious to me and what I was saying. He never looked up, though it did not appear as though he was looking at anything in particular. My overall impression was that he was considerably ill psychiatrically and unable to engage me in meaningful communication.

Current Diagnosis

Axis I: Schizophrenia
Axis II: No Diagnosis
Axis III: None noted

Specific Competency Areas

The defendant was unable to engage me in meaningful dialogue. As a result, I was unable to obtain from him his understanding of his charges and other information germane to his legal situation, such as the pleas available to him. Given what is known about his mental status, though, I would reason that he does not currently understand his charges or much of anything else related to his legal situation. Similarly, considering his mental status, I would surmise that he would be unable to adequately assist in his defense at this time. He is decidedly psychotic and unable to communicate effectively. Therefore, it is reasoned that he would be unable to adequately consult with defense counsel, appraise legal advice, engage in legal strategizing, track the legal proceedings, appropriately challenge prosecutorial evidence, or tolerate the stress of the legal proceedings.

Clinical Discussion and Forensic Opinions

The opinions that follow are based on knowledge derived from my education, training, and experience; based on my review of records cited earlier in this report, my consultation with collateral sources (e.g., members of his treatment team), and my own evaluation of the defendant; and offered with a reasonable degree of psychological certainty.

It is my opinion that the defendant has a severe mental illness, namely schizophrenia, which is evidenced by his delusional beliefs, auditory hallucinations, grossly disorganized speech and thinking, and negative symptomatology. It is also my opinion that, as a result of his schizophrenia, he is presently incapable of understanding the nature

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and objective of the legal proceedings and assisting in his defense.

It is additionally my opinion that the defendant can be restored to competency in the time allotted by law with a course of psychiatric treatment, though I would offer that a forced medication order will be necessary. He is decidedly psychotic, but lacks awareness of his mental illness and, based on his behavior thus far, will not comply with treatment voluntarily. I would additionally offer that his current treatment setting at TVBH is the least restrictive treatment alternative for competency restoration, consistent with his treatment needs and with the safety of the community.

Mary D. Smith, Psy.D.
Clinical/Forensic Psychologist

Date/Time

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