

State of Ohio
 Department of Mental Health
 and Addiction Services

REQUEST FOR BID



POSTING Type MBE Set-Aside Opportunity ONLY

The original signed document must be submitted to receive consideration for award.		BIDDER NAME	
PROPOSAL NUMBER: MHA15080 PROPOSAL DATE: 04/27/15 PROPOSAL DUE: 05/07/15 Attn: Ohio Department of Mental Health and Addiction Services Twin Valley Behavioral Healthcare ATTN: Bria Saddler, AP2 2200 W. Broad Street Columbus, Ohio 43223		STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO.	TOLL FREE NO. 1 -
		CONTACT PERSON	FAX NO.
REQ./INDEX NO.	NOTICE DATE	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 provide terms ____ Days.			
BILL TO: OH Dept. of MH & Addiction Svcs DMH-OSS-297 DMH TWIN VALLEY PO BOX 182880 (877) 644-6771 Columbus OH 43218-2880 United States		SHIP TO: OH Dept. of MH & Addiction Svcs Columbus Campus CAROL A BETHEL 2200 West Broad Street (614) 752-0333 x5480 Columbus OH 43223 United States	
DELIVERY REQUESTED		DELIVERY OFFERED (IF DIFFERENT)	
F.O.B./DEST. P.P.D. _____		F.O.B./DEST. P.P.D. _____	

MBE SET ASIDE IN ACCORDANCE WITH ORC 125.081

OhioMHAS competitive opportunity proposals are posted five (5) business days in an Ohio Certified "MBE" Sheltered Market, if no qualified proposals are received by the 2pm deadline, the Sheltered Market opportunity will be closed and the competitive opportunity proposal will be reposted for seven (7) business days in an Open Market.

THIS REQUEST IS FOR:

Carpet Cleaning

TIME OF PERFORMANCE: This contract will become effective on 7/1/2015, or the date of the signature by the State of Ohio on this contract, whichever is later. This contract shall remain in effect, until the end of the biennium, or until terminated as provided in this contract.

The original signed request must be submitted to the Department of Mental Health and Addiction Services by 2 o'clock p.m. on the above listed opening date to receive consideration for award.

Submission of Proposal

Electronic bids must be sent to OhioMHASBidOpportunity@mha.ohio.gov. All attachments included in the posting opportunity MUST be submitted with proposal. Original bid may be sent via U.S. mail Attn: **Bria Saddler, OhioMHAS – Twin Valley Behavioral Healthcare, 2200 W. Broad Street, Columbus, Ohio 43223** the bid number must be clearly marked on the sealed envelope.

CERTIFICATION STATEMENTS

- I. **DOMESTIC AND/OR OHIO PREFERENCE:** The agency is applying preference for Domestic and/or Ohio preference as defined in the Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06. Bidders claiming preference for Domestic Source End Products and/or the Ohio preference must complete the following information. **Any bidder who intentionally submits false or misleading information in an attempt to receive a bid preference will be immediately disqualified and may be subject to legal action up to and including debarment.** 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 AMERICAN): [Not applicable to "Excepted Products"]

1. 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)
2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 - Yes (Go to Section B-1) No (Go to Section A-3)
3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy American 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):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 - Yes (Go to II. E.D.G.E. Designation) No (Go to B-2)
2. Bidder has significant economic presence within the State of Ohio.
 - Yes (Answer a, b, c, d below) No (Go to B-3)
 - a) Bidder has paid the required taxes due the State of Ohio Yes No
 - b) Bidder is registered with the Ohio Secretary of State
 - Yes (Charter/Registration No.: _____) No
 Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - c) Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - d) Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
3. Border state bidder: Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
4. Border state bidder: mined products mined in respective border state Yes No Not Applicable

- II. **E.D.G.E. DESIGNATION:** Is the bidder a 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>

- III. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT:** Contractor certifies that Contractor is a "business entity" as that term is defined in O.R.C. Section 145.037. See SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS, S-19. Independent Contractor Acknowledgement. Bidder is defined as a business entity Yes No

INQUIRIES: All inquiries should be submitted a minimum of two (2) working days prior to the opening date through the Procurement website, www.procure.ohio.gov. Click "Find it Fast," select "Doc/Bid/Schedule#" in Step 1, enter the Bid/Quote Number in Step 2, click "Find it Fast." The "Submit Inquiry" button is at the bottom of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button. You may also access all open opportunity postings via the MHAS Website at <http://mha.ohio.gov/Default.aspx?tabid=725>. The website provides a link directly to www.procure.ohio.gov.

SPECIFICATIONS

Project Overview

Twin Valley Behavioral Healthcare is accepting bids for Carpet Cleaning in various areas of the KOSAR, Lavelle and Moritz buildings at Twin Valley Behavioral Healthcare.

Scope of Work

- Anticipated Contract periods: FY16 - July 1, 2015 – June 30, 2016 and FY17 - July 1, 2016 – June 30, 2017.
- Carpet cleaning to occur three times per year (September, February, and May). The selected Vendor will be notified in writing a minimum of 10 days prior to the anticipated start date of each cleaning.
- Vendor shall provide labor, equipment and materials to clean carpet by steam extraction method. Vendor shall pre-treat all areas and treat with fiber protectant, after cleaning.
- Vendor shall move all non-affixed furniture as necessary to complete this work.
- All work shall be scheduled through the Environmental Services Department and be performed: Fridays (5:00 pm – 10:30 pm); and Saturday and Sundays (7:30 am to 4:30 pm). No Carpet Cleaning shall be permitted Monday through Friday (7:30 am to 5:00 pm)
- The following carpeted areas are included in the Scope of Work:
 1. KOSAR, Human Resources (East Wing) 6 rooms: A102, A103, A104, A105, A106, A107, A110, A112, and corridor A114;
 2. KOSAR, main lobby: three area rugs; 10' x 16', 14' x 18' and 7' x 23';
 3. KOSAR, Administration: A115, A116, A117, A118, A119, A120, A122, A123, A124, A126; A127, A128, A129, A132, A133, A133B and corridor A121K1 Wing: 123, 124A, 124B, and corridor 103B;
 4. KOSAR, K4 Wing: Common area (SAMI);
 5. KOSAR, K5 Wing: Common area (AT Area);
 6. KOSAR, Clinical Wing: Police Department, HIM area and Court area;
 7. KOSAR, Central Nursing Office and Patient Library in Mallway;
 8. KOSAR Northwing: NW conference room, hallway and foyer;
 9. Lavelle; Administration area and offices
 10. Moritz Building: Lobby, Administration area and adjoining offices, conference area and adjoining office, and three long rugs and four walk off mats leading to post 4; and
 11. Three "TVBH" welcome mats and walk off mats.
- The Vendor shall be responsible for field verifying room dimensions and rug sizes to be cleaned. No additional payment will be made due to errors in measurement.
- Pre-bid walkthrough is scheduled for **April 29, 2015 at 9:00 a.m.** To be held in the Lavelle Maintenance Building, 2200 West Broad Street, Columbus Ohio. A "not to scale" drawing of the building areas carpet to be cleaned will be available at the walkthrough.
- Before any unscheduled work is to be completed the Vendor shall receive prior written approval from TVBH.

Evaluation of Proposals and Award of Contract

Proposals will be scored and point values given to the following criteria.

Technical Criterion	Weight	Rating (0 – 5)	Technical Score
References	25		
Technician Experience	25		
Lump Sum Rate	25		
Hourly Rate	25		
Total Weight	100		

PRICE SCHEDULE (if applicable)

ITEM NO.	QTY.	UNIT	DESCRIPTION	BRAND/MODEL	UNIT PRICE	EXTENDED AMOUNT
1	3	visit	FY16; Carpet Cleaning	N/A		
2	3	visit	FY17; Carpet Cleaning	N/A		
3	2000	s.f	Additional Carpet and Rug cleaning	N/A		

General Requirements, Project Specific

- Vendor shall use trained personnel directly employed or supervised by Vendor's Company.
- The purposed site supervisor shall have a minimum of three (3) years' experience in commercial/healthcare carpet cleaning.
- The Vendor shall provide telephone and cell phone or pager numbers of proposed Supervisor and Company Principle, so that, TVBH may contact Vendor during the course of this project.
- Maintaining Records/Reporting: The Vendor shall maintain a complete set of records of each scheduled preventive maintenance inspection including, but not limited to inspection dates, items checked, repairs, maintenance performed, problems noted and a statement of accounts with the following information: Scheduled inspection charge for the current period and the accumulated total to date; and repair charges for the current period and the accumulated total to date.
- Following completion of each scheduled inspection or repair, the contractor shall review with the facility contact person (or designee) the details of the work just completed and any recommendations for necessary repairs or improvements to the system. Within one (1) week following a scheduled inspection or repair, the contractor shall file a written report that lists all repair needs and deficiencies, that provides a copy of the inspection log that covers the information specified. The list of technicians shall be included in the report with and certification or licenses listed.
- Refer to "General Services Agreement" (attached) for requirements prior to executing the Agreement.
- For access to NON-PATIENT locked areas, contractor keys shall be obtained only with prior arrangements through the Plant Services/ Maintenance Department, Ext. 5301
- Contractors shall Sign In/Out at the Plant Services Department. Keys needed for accessing areas to perform work must also be signed out and returned to Plant Services Department when contractor signs out after work completion. Regular work hours are 7:30 AM to 4:00 PM Monday through Friday. Any work performed outside of the regular work hours must have prior approval by the Director of Plant Services or Chief Operating Officer. During long-term capital projects, keys will

be issued to the contractor for the duration of the project. All keys must be surrendered to Plant Services upon completion of projects.

- When entering locked areas ensure the area remains locked. Service area entry must be used when entering patient's living units. DO NOT let anyone out of a locked area. Staff members have keys for entry/exit of locked areas.
- Ensure all tools and equipment are secured safely (lockable tool storage box) while on grounds. This also involves while work is in process, i.e. cutting blades, small hand tools etc.
- Fire lanes must be maintained. If roadways need blocked, prior notice must be given to Protective Service Department. All vehicles and contents must be secured when unattended. This includes tools and materials.
- In the case of utility interruptions, three working day notice must be given before any interruption. All requests shall include: when, what, where and how.
- Fire alarm and/or sprinkler system interruptions must be reported in advance to the hospital's Protective Service/Safety Officer.
- Any contractor who penetrates a rated fire or smoke separation wall to install conduit, ductwork, piping, or other material must seal the opening. An above ceiling work permit must be completed prior to closing up the area. All penetrations shall be fire stopped/sealed using the "3M" procedures and protocols. Record of completion of the work to be submitted to TVBH Safety Officer.
- Contractor procedures for work area isolation/separation from occupied areas and dust control, are as follows:
- Lead/Prime Contractor shall isolate HVAC in area of work. All supply and return air vents shall be covered with two layers of 6 mil flame retardant polyethylene.
- Lead/Prime Contractor shall create an enclosed work area that is depressurized and has a minimum of two air changes per hour or two HEPA equipped filtration devices in operation at all times. Isolation includes, but is not limited to: flame retardant poly covering of all common spaces above and below ceiling; all barriers shall be framed w/ metal studs at a minimum of 24 inch on center; barriers shall be constructed out of flame retardant materials. Contractor to review drawings and specifications for other requirements. The contractor shall comply with the most stringent procedures.
- All Contractors shall follow the Interim Life Safety measures and train all workers in those procedures/requirements. Contractor shall supply TVBH with documentation of training.
- All stored materials shall be properly covered and no materials shall be exposed to outside environment.
- If cutting, sawing, or drilling is required as part of an installation, Contractor must use safeguards to ensure that dust is contained. Precautions should also be taken when transporting material and tools within the facility to contain dust and dirt that could increase risk of infection.
- Project Isolation. Lead Contractor shall construct a one hour separation from slab to slab between the area of work and other occupied areas in the hospital
- Noise Attenuation. Occupied areas adjacent to construction zones shall not exceed noise levels of 80db.
- Movement of construction debris inside the hospital shall be in covered containers by contractor.
- All traffic laws must be obeyed; foot traffic has the right of way on all roads.
- It is the contractor's responsibility to comply with applicable OSHA requirements. A hot work permit is required for all torch cutting, welding, or brazing operations.
- TVBH Columbus Campus a smoke free, tobacco free environment. Smoking or other tobacco use is not permitted on hospital grounds.
- Any emergencies should be reported to the TVBH operator via in-house phones. Dial 5555....Do not call 911 on a personal cellular phone.
- When working in patient occupied areas, a Plant Services/Maintenance staff person must accompany contractor personnel.
- Cameras are not permitted on grounds. Prior authorization for camera use must be obtained from the CEO or Police Chief and communicated to Protective Services Department and be with a designated escort.
- All patients must be provided treatment in a confidential environment. It is violation of Federal Law to disclose the identity of patients at TVBH, or disclose any information about the patients treated at TVBH to anyone outside of the hospital. Anyone found to have disclosed this type of information shall be prosecuted to the extent of the law.
- Contractors and sub-contractors shall submit the following forms for any employee that works at TVBH: Audit of Contractor and Volunteer Personnel and Assurance of Protected Health Information Agreement.
- In order to protect patient's confidentiality we ask individuals involved in capital and/or preventive maintenance projects who observe anything regarding patients and patient care not share information off of the hospital grounds. Interaction and conversation with patients is discouraged and must be kept at a minimum; however observation of patients involved in inappropriate activity should be brought to TVBH's attention.
- The hospital appreciates your cooperation with these requirements. The hospital wishes to work with you to assure a safe well-completed project. Questions may be addressed to the Associate or Plant Services Director at extension 5301.

STATE OF OHIO

Department of Mental Health
and Addiction Services**INSTRUCTIONS, TERMS AND CONDITIONS**

I-1. Bids are a Public Record. Once bids have been opened they may be considered public record as defined in Ohio Revised Code ("O.R.C.") Section 149.43 and are subject to inspection and copying. Bidder may request that certain information, such as trade secrets or proprietary data, be designated as confidential and not considered as public records. Such requests must be accompanied by the statutory exemption from Ohio's Public Records Act, Chapter 149 of the O.R.C. Any confidential material shall accompany the bid in a sealed container marked "confidential", and shall be readily separable from the bid in order to facilitate public inspection of non-confidential portion. Prices, makes, models, catalog numbers of items offered, deliveries and terms of payment shall not be considered as confidential. The decision as to whether or not such trade secrets or proprietary data shall be disclosed at the bid opening rests solely with the State.

I-2. Bids are Firm for 90 Days. Unless stated otherwise, once opened all Bids are irrevocable for ninety (90) days. Beyond ninety (90) days, bidder will have the option to honor their Bid or make a written request to withdraw their Bid from consideration.

I-3. Bid Preparation. The State of Ohio assumes no responsibility for costs incurred by the Bidder prior to the award of any Contract resulting from this Bid. Total liability of the State is limited to the terms and conditions of a resulting Contract.

I-4. Suspension and Debarments. The State will not award a contract for supplies or services, funded in whole or in part with Federal funds, to a person who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System <https://www.sam.gov/portal/public/SAM/>

I-5. Registration with the Secretary of State. The Bidder certifies that the Bidder is:

(A) an Ohio corporation that is properly registered with the Ohio Secretary of State; or

(B) a foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to O.R.C. Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. Sections 1703.01 to 1703.31, which transacts business in the State of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the State of Ohio, if such corporation is required by O.R.C. Sections 1703.01 to 1703.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

I-6. Certification Regarding Contract Eligibility With Other Governmental Entities. The Bidder certifies that Bidder has not, within the last seven (7) years been the subject of any government action to limit the Bidder's right to do business with the government. If the Bidder cannot so certify, the Bidder must provide a written explanation with the bid response.

I-7. Non-Collusion Certification. The Bidder certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine and not collusive or sham; that bidder has not colluded, conspired or agreed, directly or indirectly, with any bidder or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of its bid or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against any bidder or any person or persons interested in the proposed contract and that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

I-8. Electronic Commerce Program. The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Contractor by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Contractor is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at <http://obm.ohio.gov/StateAccounting/edi/default.aspx>

I-9. Use of Social Security Numbers as Federal Tax Identification Numbers. The State 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.

I-10. 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 Offeror must complete the attached [Contractor/Subcontractor Affirmation and Disclosure form 5.2.8](#) 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.

SUPPLEMENTAL TERMS AND CONDITIONS

S-1. Contract Components. This Contract consists of the complete Request to Bid/Quote, including the Instructions, Terms and Conditions, the Standard Contract Terms and Conditions, the Supplemental Contract Terms and Conditions, the Special Contract Terms and Conditions, the bid specifications and any written addenda and contract amendments to the Request to Bid/Quote; the completed competitive bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents ("Contract").

S-2. Contract Orders. The ordering agency will order supplies or services under this Contract from the Contractor directly. The Contractor may receive orders made by telephone, facsimile, electronically, in person, debit order or by State of Ohio payment card or purchase order from authorized employees of the participating agency. The State will not be responsible for orders placed by unauthorized employees. Contractor is not required to fill an order with a delivery date that is more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for quarterly deliveries. Under a Contract that provides for quarterly deliveries, Contractor is not required to fill an order with a delivery date that is more than 90 days beyond the date of Contract expiration, termination or cancellation.

S-3. Compensation. In consideration for Contractor's performance the ordering agency will pay Contractor directly at the rate specified in the Contract. Payments may be made by the Ohio Payment Card, an Auditor of State warrant or by electronic funds transfer (EFT). For all transactions the Contractor must have a valid W-9 form on file with the Office of Budget and Management. Registration in OBM's database requires the Contractor to complete a Vendor Information Form and IRS W-9 Form. The completed original form should be mailed to Vendor Maintenance, Ohio Shared Services. Information on submitting appropriate documents is available at <http://www.ohiosharedservices.ohio.gov/VendorsForms.aspx>

S-4. Ohio Payment Card. The ordering agency purchasing supplies from the Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget & Management has approved the agency to exceed this limit. In the event that OBM increases the dollar limit for payment cards for all state agencies, notice of such increase will be posted on the DAS-Procurement Services website. The ordering agency is required to use the Ohio Payment Card in accordance with the Ohio, Office of Budget and Management's current guidelines for the Ohio Payment Card and the participating agency's approved plan filed with the Office of Budget of Management. Contractor may process a payment in the payment card network only upon delivery and acceptance of the supplies or services ordered. For partial deliveries or performance, Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the participating agency. Upon completion of the delivery of remaining supplies or services, Contractor may process a payment request in the payment card network for the remainder of the order. Contractor will receive payment through its merchant bank within the time frame agreed upon between Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transaction which may not be passed on to the agency making the purchase.

S-5. Term of Contract. This Contract is effective upon the projected beginning date on the Request to Bid/Quote cover page or upon date of the signature of the State, whichever is later in time. This Contract will remain in effect until either (1) the projected ending date on the Request to Bid/Quote cover page; (2) the Contract is fully performed by both parties; (3) the Contract is canceled or terminated; or (4) the Contract expires at the end of a biennium, whichever event occurs first.

The current General Assembly cannot commit a future General Assembly to a future expenditure. If the term of the Contract extends beyond a biennium, the Contract will expire at the end of a current biennium and the State may renew this Contract in the next biennium by issuing written notice to the Contractor no later than July 1 of the new biennium. The operating biennium expires June 30th of each odd-numbered calendar year.

S-6. Contract Renewal. This Contract may be renewed after the ending date of the Contract solely at the discretion of the State for a period of one month. Any further renewals will be by mutual agreement between the contractor and the State for any number of times and for an appropriate period of time. The cumulative time of all mutual renewals may not exceed twenty-four (24) months unless the State determines that additional renewal is necessary.

S-7. F.O.B., The Place of Destination. Contractor must provide supplies or services under this Contract F.O.B. the place of destination. The place of destination will be specified by the ordering agency on the agency's purchase order or other ordering document. Freight will be prepaid unless otherwise stated.

S-8. Time of Delivery. If Contractor is not able to deliver the supplies or services on the date and time specified on the agency's ordering document, Contractor must coordinate an acceptable date and time for delivery with the agency. If Contractor is not able to or does not provide the supplies or services to the agency by the date and time provided on the agency's ordering document or by the date and time later agreed upon, the State may obtain any remedy under Section II, "Contract Remedies", as described in the Standard Contract Terms and Conditions or any other remedy at law.

S-9. Minimum Orders-Transportation Charges. For purchase orders placed that are less than the stated minimum order, transportation charges will be prepaid and added to the invoice by the Contractor to the delivery location designated by the ordering agency. Shipment is to be made by private or commercial freight service provider, air, rail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing the ordering agency the difference between the most economical mode of transportation and the mode of transportation used by the Contractor. Failure to reimburse the ordering agency shall be considered as a default.

S-10. Price Adjustments. If the Contract provides for a price increase, Contractor may request a price increase in accordance with the Contract. If the State or the Contractor becomes aware of a general price decrease for the supplies or services provided under Contract, Contractor must provide a price decrease to the State of Ohio. Failure to provide a decrease will be considered as a default.

S-11. Workers' Compensation. Workers' compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.

S-12. Automobile and General Liability Insurance. During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise stated. In addition, Contractor shall carry Commercial General Liability Insurance coverage with a \$1,000,000 annual aggregate and a \$500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. The State reserves the right to approve all policy deductibles and levels of self-insured retention-captive insurance programs and may require the Contractor to have their policy(ies) endorsed to reflect per project / per location general aggregate limits.

If not submitted with the Bidder's response, copies of the respective insurance certificates shall be filed with the State within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the Bidder being deemed not responsive. Said certificates are subject to the approval of the State and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the State. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals thereto, may be considered as a default. All insuring companies shall have and maintain at least an A- (Excellent) rating from A.M. Best, unless otherwise approved by the State.

S-13. Contract Compliance. The agency is responsible to administer and monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. Therefore, the Contractor must respond to complaints about performance of the obligations in this Contract to such entity in a timely manner.

Any time the agency observes any performance or compliance issues, they shall do the following:

1. Timely document the compliance or performance issue.
2. Convey the issue to the Contractor and demand immediate correction.
3. Document the Contractor corrective actions or lack thereof.

If the Contractor fails to correct satisfactorily the performance or compliance issue, the State may employ all available options and remedies, including termination of the Contract if necessary to resolve the Contractor's continued nonperformance or noncompliance. Failure of the Contractor to respond to a notice of nonperformance or noncompliance may result in default of the Contractor, and may be cause for termination.

S-14. Quality Assurance. At the option of the State samples may be taken from deliveries made and submitted for laboratory tests. The State will bear the cost of the testing when samples are found to be in compliance with the Contract. If samples do not conform to the Contract, Contractor will bear the costs of testing and the State will apply the terms and conditions of the Termination provision of this Contract.

S-15. Return Goods Policy. The State will apply the following Return Goods Policy on all purchases made under the Contract. The Bidder acknowledges to have read, understood, and agrees to this Policy.

- (A) Return goods, when due to Contractor error (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the agency. At the option of the agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the agency will dispose of accordingly.
- (B) For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample and obtain written approval from the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods.

(C) Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee associated with the return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee not to exceed their standard published restocking fee or equivalent restocking fee that is assessed to other customers of the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.

S-16. Product Recall. In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify the State within two business days after notice has been given. Contractor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Contractor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

S-17. Ohio Ethics. Contractor represents that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

S-18. Debarment. Contractor represents and warrants that it is not debarred from consideration for contract awards by the State, pursuant to O.R.C. Section 125.25 or by any other governmental agency. If this representation and warranty is found to be false, this Contract is void *ab initio* and the Contractor shall immediately repay to the State any funds paid under this Contract.

S-19. Independent Contractor Acknowledgement. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. 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, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in O.R.C. Section 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under the contract complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms/definitions/PEDACKN.shtml>.

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this contract, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in O.R.C. Section 145.037.

Contractor certifies, by signature below that the information provided is accurate and complete. Additionally, contractor declares to have read and understood and agrees to be bound by all of the instructions, contract terms, conditions and specifications of this request and agrees to fulfill the requirements of any awarded contract at the prices bid.

This document hereby incorporates the request to bid/quote the contractor's bid submission, including the Terms and Conditions for Bidding, special contract terms & conditions, any bid addenda, specifications, pricing schedules, Vendor Information Form, W9, and any attachments incorporated by reference and accepted by the State become a part of awarded Contract.

IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to the terms and conditions of performing business with the Ohio Department of Mental Health and Addiction Services. NOTE: The Contractor agrees to sign attached example of Ohio Department of Mental Health and Addiction Services – Personal Service Contract.

Company Name

[Signature, Blue Ink Only] Must be an individual authorized to legally bind the Company indicated above.

[Print Name & Title]

Date

Date

BUSINESS ASSOCIATE AGREEMENT WITH SECURITY PROVISIONS

WHEREAS, _____ [State Agency] _____ will make available and/or transfer to Contractor confidential, personally identifiable health information in conjunction with [describe services to be purchased] services obtained pursuant to DAS State Term Schedule Number #####, for [describe services authorized under STS], and

WHEREAS, such information may be used or disclosed only in accordance with the privacy and security regulations [45 CFR Parts 160 and 164] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], as it has been amended, and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

NOW THEREFORE, the parties agree as follows:

1. Protected Health Information ("PHI") means individually identifiable information received from or on behalf of the State Agency and relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined in 45 CFR § 160.103, and any amendments thereto.

Unsecured PHI is PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals according to the technologies or methodologies specified by the Director of the U.S. Department of Health and Human Services.

2. Contractor agrees that it shall not receive, create, maintain, transmit, use, or disclose PHI except as follows:
 - a. To provide [identified services] and related functions;
 - b. If necessary for the proper management and administration of Contractor or to carry out legal responsibilities of Contractor. PHI may only be disclosed to another person/entity for such purposes if:
 - Disclosure is required by law; or
 - Where Contractor obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
 - Person agrees to notify Contractor of any breaches of confidentiality;
3. Contractor agrees that it shall not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by State Agency, except for the specific uses and disclosures enumerated in paragraph 2.b.
4. Contractor agrees that it will not request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
5. Contractor shall comply with Subpart C of 45 CFR Part 164, and will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI, and implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of State Agency.
6. Contractor agrees that it shall immediately report to State Agency, in writing and within 72 hours of discovery, any unauthorized uses/disclosures of unsecured PHI and any security incident resulting in the loss or disclosure of PHI of which it becomes aware. Reports of unauthorized access, use or disclosure of unsecured PHI shall include identification of affected individuals whose PHI has been or is reasonably believed to have been accessed, used, disclosed, or lost. Contractor shall take all reasonable steps to mitigate the potentially harmful effects of such breach.
7. Contractor shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein, including but not limited to the obligation to implement reasonable and appropriate safeguards to protect the information, whenever PHI is made accessible to such subcontractors or agents.
8. Contractor shall make all PHI and related information in a designated record set in its possession available as follows:

- a. To the individual or his/her personal representative, and to State Agency, to the extent necessary to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524;
 - b. To the individual or his/her personal representative, and to State Agency, to the extent necessary to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528;
 - c. To State Agency, as necessary to fulfill State Agency's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by State Agency, incorporate any amendments or related statements into the information held by Contractor and any subcontractors or agents.
9. Contractor agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of State Agency available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.
 10. Upon termination of the contractual relationship between State Agency and Contractor established pursuant to the STS, Contractor agrees, at the option of State Agency, to return or destroy all PHI created or received from or on behalf of State Agency. Contractor agrees that it will not retain any copies of PHI except as required by law. If return or destruction of all PHI, and all copies of PHI, is not feasible, Contractor agrees to extend the protections of this Agreement to such information for as long as it is maintained and to limit further uses and disclosures to those which make return or destruction infeasible.
 11. The PHI and any related information created or received from or on behalf of State Agency is, and shall remain, the property of the State Agency. Contractor agrees that it acquires no title in or rights to the information, including any de-identified information.
 12. Any non-compliance by Contractor with the terms of this Agreement or the privacy regulations shall be a breach of this Agreement if Contractor knew of the breach and failed to take immediate and reasonable steps to cure the non-compliance. Contractor agrees that State Agency has the right to immediately terminate the underlying contract for [identified services], if State Agency determines that Contractor has violated a material term of this Agreement.
 13. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
 14. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated there under. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

This Business Associate Agreement shall be effective as provided herein and shall govern the relationship between State Agency and Contractor for purposes of complying with HIPAA.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date indicated below.

(Contractor)

(State of Ohio Agency)

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)

(Date)

(Date)

Summary Invoice Information Payments Voucher Attributes Error Summary

Business Unit: DMH01 Invoice Number: 0000277_48
 Voucher ID: 00290135 Invoice Date: 04/10/2015
 Voucher Style: Regular *Origin Code: FCD

Vendor: 0000101051
 Name: US BANK NATIONAL ASSOCIATION
 Location: EFF-1
 *Address: 800 NICOLLET MALL 19TH FLR
 MINNEAPOLIS, MN 55402
 Last Receipt Date: 04/10/2015
 Misc. Amount:
 Freight Amount:
 Total: 1,420.84
 Balance: 0.00
 Non Merchandise Summary

Advanced Vendor Search

Comments

*Pay Terms: Due Now
 Basis Dt Type: Invoice Date
 Accounting Date: 04/10/2015
 *Currency: USD
 Action: Run

Copy from a Source Document
 PO Unit: Purchase Order: Copy PO Worksheet Copy Option: None

Line	*Distribute by	Item	Description	Quantity	UOM	Unit Price	Extended Amount										
1	Amount	SpeedChart	GAL UNIFORM&EQUIPM	1.0000	EA	536.89	536.89										
Ship To: P002252 Use One Asset ID Received Date Term Contract ID: MBE Flag: N																	
Distribution Lines																	
GL ChartFields 1 GL ChartFields 2 Exchange Rate Statistics Assets																	
	Amount	Quantity	*GL Unit	Fund	Account	ALI	Department	Program	Grant/Pri	Project	Serv Loc	Reporting	Agency Use	ISTV Xref	Budget Reference	Fur Aff	
1	536.89	1.0000	STATE	3240	521081	334605	DMH521160	4220B	DMHOD909								
2	Amount	SpeedChart	ENVIRONMENTAL SAFE	1.0000	EA	900.00	900.00										
Ship To: P002252 Use One Asset ID Received Date Term Contract ID: MBE Flag: N																	
Distribution Lines																	
GL ChartFields 1 GL ChartFields 2 Exchange Rate Statistics Assets																	
	Amount	Quantity	*GL Unit	Fund	Account	ALI	Department	Program	Grant/Pri	Project	Serv Loc	Reporting	Agency Use	ISTV Xref	Budget Reference	Fur Aff	
1	900.00	1.0000	STATE	3240	521076	334605	DMH521120	4220B	DMHOD909								
3	Amount	SpeedChart	PARTY CITY	1.0000	EA	-7.05	-7.05										
Ship To: P002252 Use One Asset ID Received Date Term Contract ID: MBE Flag: N																	
Distribution Lines																	
GL ChartFields 1 GL ChartFields 2 Exchange Rate Statistics Assets																	
	Amount	Quantity	*GL Unit	Fund	Account	ALI	Department	Program	Grant/Pri	Project	Serv Loc	Reporting	Agency Use	ISTV Xref	Budget Reference	Fur Aff	
1	-7.05	1.0000	STATE	3240	521068	334605	DMH521180	4220B	DMHOD909								

Save Return to Search Notly Refresh

Summary Invoice Information Payments Voucher Attributes Error Summary

**ASSURANCE OF PRESERVATION OF THE
CONFIDENTIALITY AND SECURITY OF PROTECTED HEALTH INFORMATION**

Protected Health Information ("PHI") means individually identifiable information received from or on behalf of the Ohio Department of Mental Health relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined in 45 CFR § 164.501, and any amendments thereto.

State and federal laws require that PHI of all present and former patients/clients be kept confidential, subject to specific allowable uses and disclosures, and that PHI be appropriately safeguarded from unauthorized access.

I understand that I hold a position of trust relative to PHI owned and/or maintained by the State of Ohio in all formats and computer systems and I have a responsibility to preserve the confidentiality and security of such information. Moreover, I have a responsibility to report to my direct supervisor or the HIPAA Privacy Officer any unauthorized use, disclosure or security breach of PHI of which I become aware.

Accordingly, I understand that I am prohibited from engaging in inappropriate conduct, which may include but is not limited to the types of actions listed below:

- Inappropriate discussion or display of PHI in public areas.
- Failing to safeguard physical locations where PHI is available.
- Failing to safeguard PHI that is carried or maintained in my possession.
- Knowingly gaining access to, attempting to gain access to, causing access to or use or redisclosure of or permitting unauthorized access to or use or redisclosure of any PHI owned and/or maintained by the State of Ohio in all formats and computer systems.
- Using, attempting to use, causing or permitting the use of PHI owned and/or maintained by the State of Ohio in all formats and computer systems for personal gain or motive.
- Knowingly including or causing to be included any false, inaccurate, or misleading entry into any publicly funded computer system.
- Removing or causing to be removed, without proper reason and authorization, any necessary and required information owned and/or maintained by the State of Ohio in all formats and computer systems.
- Aiding, abetting, or acting in conspiracy with another to violate this agreement.

Any unauthorized or inappropriate use of PHI owned and/or maintained by the State of Ohio in all formats and computer systems, by the user or by another who has been permitted or enabled access to the system by the user, or failure to report any unauthorized or inappropriate use of PHI owned and/or maintained by the State of Ohio in all formats and computer systems, by the user or by another who has been permitted or enabled access to the system by the user, may subject the user to criminal and civil sanctions pursuant to federal and state law as well as disciplinary action up to and including removal.

I, the undersigned, have read this agreement and it has been explained to me along with the rules listed above and I fully understand and agree to comply with them. I have been trained on and agree to adhere to all applicable policies and procedures regarding the protection of PHI. I acknowledge that I have signed two copies of this agreement and have received one copy for my personal information and guidance.

Printed Name of Workforce Member	
Signature of Workforce Member	Date
Signature of Witness	Date

Distribution: Original to Personnel File
Copy to Workforce Member

Contractor/Vendor Procedures

Twin Valley Behavioral Hospital

Welcome to the TWIN VALLEY BEHAVIORAL HOSPITAL. To ensure TVBH can remain safe and secure, all contractors must follow these procedures:

- 1 For access to NON-PATIENT locked areas, contractor keys shall be obtained only with prior arrangements through the Plant Services/ Maintenance Department, Ext. **5301**
- 2 Contractors shall **Sign In/Out** at the Plant Services Department. Keys needed for accessing areas to perform work must also be signed out and returned to Plant Services Department when contractor signs out after work completion. Regular work hours are 7:30 AM to 4:00 PM Monday through Friday. Any work performed outside of the regular work hours must have prior approval by the Director of Plant Services or Chief Operating Officer. During long-term capital projects, keys will be issued to the contractor for the duration of the project. **All keys must be surrendered to Plant Services upon completion of projects.**
- 3 When entering locked areas ensure the area remains locked. Service area entry must be used when entering patient's living units. **DO NOT** let anyone out of a locked area. Staff members have keys for entry/exit of locked areas.
- 4 Ensure all tools and equipment are secured safely (lockable tool storage box) while on grounds. This also involves while work is in process, i.e. cutting blades, small hand tools etc.
- 5 Fire lanes must be maintained. If roadways need blocked, prior notice must be given to Protective Service Department. All vehicles and contents must be secured when unattended. This includes tools and materials.
- 6 In the case of utility interruptions, **three working day notice** must be given before any interruption. All requests shall include: when, what, where and how.
- 7 Fire alarm and/or sprinkler system interruptions must be reported in advance to the hospital's Protective Service/Safety Officer.
- 8 Any contractor who penetrates a rated fire or smoke separation wall to install conduit, ductwork, piping, or other material must seal the opening. An **above ceiling work permit** must be completed prior to closing up the area. All penetrations shall be fire stopped/sealed using the "3M" procedures and protocols. Record of completion of the work to be submitted to TVBH Safety Officer.
- 9 Contractor procedures for work area isolation/separation from occupied areas and dust control, are as follows:
 - Lead/Prime Contractor shall isolate HVAC in area of work. All supply and return air vents shall be covered with two layers of 6 mil flame retardant polyethylene.
 - Lead/Prime Contractor shall create an enclosed work area that is depressurized and has a minimum of two air changes per hour or two HEPA equipped filtration devices in operation at all times. Isolation includes, but is not limited to: flame retardant poly covering of all common spaces above and below ceiling; all barriers shall be framed w/ metal studs at a minimum of 24 inch on center; barriers shall be constructed out of flame retardant materials. Contractor to review drawings and specifications for other requirements. The contractor shall comply with the most stringent procedures.
- 10 All Contractors shall follow the Interim Life Safety measures and train all workers in those procedures/requirements. Contractor shall supply TVBH with documentation of training.
- 11 All stored materials shall be properly covered and no materials shall be exposed to outside

environment.

- 12 If cutting, sawing, or drilling is required as part of an installation, Contractor must use safeguards to ensure that dust is contained. Precautions should also be taken when transporting material and tools within the facility to contain dust and dirt that could increase risk of infection.
- 13 Project Isolation. Lead Contractor shall construct a one hour separation from slab to slab between the area of work and other occupied areas in the hospital
- 14 Noise Attenuation. Occupied areas adjacent to construction zones shall not exceed noise levels of 80db.
- 15 Movement of construction debris inside the hospital shall be in covered containers by contractor.
- 16 All traffic laws must be obeyed; foot traffic has the right of way on all roads.
- 17 It is the contractor's responsibility to comply with applicable OSHA requirements. A hot work permit is required for all torch cutting, welding, or brazing operations.
- 18 TVBH Columbus Campus a smoke free, tobacco free environment. Smoking or other tobacco use is not permitted on hospital grounds.
- 19 Any emergencies should be reported to the TVBH operator via in-house phones. **Dial 5555....Do not call 911 on a personal cellular phone.**
- 20 When working in patient occupied areas, a Plant Services/Maintenance staff person must accompany contractor personnel.
- 21 **Cameras are not permitted on grounds.** Prior authorization for camera use must be obtained from the CEO or Police Chief and communicated to Protective Services Department and be with a designated escort.
- 22 All patients must be provided treatment in a confidential environment. It is violation of Federal Law to disclose the identity of patients at TVBH, or disclose any information about the patients treated at TVBH to anyone outside of the hospital. Anyone found to have disclosed this type of information shall be prosecuted to the extent of the law.
- 23 Contractors and sub-contractors shall submit the following forms for any employee that works at TVBH: **Audit of Contractor and Volunteer Personnel and Assurance of Protected Health Information Agreement.**
- 24 In order to protect patient's confidentiality we ask individuals involved in capital and/or preventive maintenance projects who observe anything regarding patients and patient care not share information off of the hospital grounds. Interaction and conversation with patients is discouraged and must be kept at a minimum; however observation of patients involved in inappropriate activity should be brought to TVBH's attention.
- 25 The hospital appreciates your cooperation with these requirements. The hospital wishes to work with you to assure a safe well-completed project. Questions may be addressed to the Associate or Plant Services Director at extension 5301.

Contractor Acknowledgment: _____ Date: _____