Ohio Department of Mental Health and Addiction Services

Twin Valley Behavioral Healthcare
2200 West Broad Street
Columbus, Ohio 43223

Request for Proposal

Psychologist (Forensic Reports)

Request for Proposal Number: **MHA14170**

Request for Proposal Issued: **April 3, 2014**

Request for Proposal Due: **April 9, 2014 by 2:00 PM**

A. Project Overview

Contract term is May 6, 2014 - June 30th, 2014 – Hours worked based upon Service required at Twin Valley Behavioral Healthcare (TVBH) 2200 West Broad Street, Columbus, OH 43223.
Assignment location: Kosar or Timothy B. Moritz, Medical Clinics (Columbus)

B. Scope of Work

- Provide a dedicate pool of State of Ohio Psychologist to provide on-site services to on-roll patients of Twin Valley Behavioral Healthcare.
- Provide a mutually agreeable method of orientation and assignment of personnel.
- Provide a system of credentials and evaluation review that complies with the standards set forth, by Twin Valley Behavioral Healthcare.
- Bid for contract shall include the cost per Forensic Report. Anticipated number of Forensic Reports not to exceed 25 ct per fiscal year.
- Provide written reports &/or appropriate documentation of such examinations & assessment within a specified time frame of 5 to 7 days after examination.
- Provides psychological examination & assessments to civil and forensic psychiatric patients in the assigned areas of the medical clinic at Twin Valley Behavioral Healthcare. Provide consultant services on occasions warranted or requested by the Chief Clinical Officer (CCO) or designee. Document services activities in accordance with ODMH/TVBH, The Joint Commission guidelines, policies and procedures.
- Documents all findings and intervention in psychological progress notes; completes assessments, consulting requests, treatment plans and other related work and requests, and documents according to TVBH policy.
- Provides all services in an ethical manner consistent with applicable HIPPA, AMA, APA, TJC and hospital standards. Selected provider agrees to submit information on each candidate to the hospital's credentials committee for granting of specific privileges.
- May periodically meet with the hospital's Chief Clinical Officer and Director of Psychology to assure that documentation is in accordance with certifying agency standards.

A. Vendor Requirements

The provider shall include, but not limited to obtaining, maintaining, and reviewing the credential of each Psychologist:

- State of Ohio medical license
- State of Ohio Psychology license per Section 4732.12 or 4732.15 (A) of Ohio Revised Code
- Review of academic and professional background
- Verification of good standing with all, applicable Medical Boards
- The provider retains responsibility for verifying the clinical privileges of each physician to perform the duties and all pertinent memoranda of agreement between the firm and the TVBH facility, under the supervision of TVBH staff.

Specification Requirements

The contractor will be required to submit proposals that include, but not limited to, the following:

- Cover letter and summary of services to be provide consistent with duties identified below:
- Proof of Insurance Liability and Worker's Compensation.
- Work Plan: Provide clinical case consultations to TVBH's Chief Clinical Officer (CCO), staff psychiatrist, &/or other members of the professional staff in either the civil hospital units or the Forensic Unit.
- Agency Licensure &/or Certification

D. Evaluation of Proposals

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

Technical Criterion	Weight	Rating (0 – 4)	Technical Score
Current Ohio Medical License	25		
Academic and Professional Background	25		
Cost per Report	25		
Organizational Capacity	25		
Total Weight	100		
Total Technical Score			

Submission of Proposal

Electronic bids must be sent to OhioMHASBidOpportunity@mha.ohio.gov. Original bid may be sent via U.S. mail to: Lisa Emrich, Twin Valley Behavioral Healthcare 2200 West Broad Street Columbus Ohio 43223. The bid number **MHA14170** must be clearly marked on the sealed envelope.

Bids are to be submitted on your company's letterhead before **2:00 PM on April 9, 2014.**
Bids must include: vendor name, address, Federal Tax Identification number, contact person, phone number, signature, total cost, and documentation identifying experience relevant to proposals. Questions regarding the Request for Proposal must be sent via the State of Ohio Procurement Website www.procure.ohio.gov under the Request for Proposal submit inquiry.

Ohio Department of Mental Health and Addiction Services
Personal Service Contract

Section A: Contract Parties

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

Name of Hospital, Division, or Other Entity	Address (Street, City, State, Zip)
Twin Valley Behavioral Healthcare	2200 W Broad St. Columbus, Ohio 43223

AND:

Name of Contractor	Address (Street, City, State, Zip)	OAKS Vendor ID	Add. Code

Section B: Effective Dates

This contract is effective from 5/6/2014 through 6/30/2014.

Section C: OhioMHAS Coding

Bus. Unit	FUND	Account	ALI	Dept. ID	Prog.	Grant/Proj	Project	Report	Agency Use
DMH01	3240	515001	334605	DMH522055	4220B	DMH0D909			

Personal Service Contract

I. STATEMENT OF WORK

a. Contractor shall undertake the work and activities set forth in the Scope of Work, which is attached hereto as Exhibit I, and incorporated by reference as if fully written herein. Contractor shall consult with Ohio Department of Mental Health and Addiction Services (OhioMHAS) personnel and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

b. It is fully understood and agreed that Contractor and all employees and subcontractors providing services to OhioMHAS under this Contract is/are independent contractor(s) and is/are not an agent, servant, or employee of the State of Ohio or OhioMHAS for any purpose, including for the purposes of Chapter 145 of the Ohio Revised Code. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business.

c. Contractor shall furnish professional services performed in accordance with standards necessary for the satisfactory performance of the work hereunder. OhioMHAS shall not be required to provide any training to the Contractor to enable it to perform services required hereunder. Contractor agrees that it does not have any authority to sign agreements, notes, and/or obligations or to make purchases and/or dispose of property for, or on behalf of, the State of Ohio or OhioMHAS.

d. Unless stated otherwise in the Scope of Work, Contractor shall furnish its own support staff, materials, tools, equipment, and other supplies necessary for the satisfactory performance of the work hereunder. Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this contract, unless stated otherwise.

e. Any travel-related expenses incurred by the Contractor under this contract shall be at the Contractor's expense.

f. OhioMHAS may, from time to time as it deems appropriate, communicate specific instructions and requests to Contractor concerning the performance of the work described in this contract. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work described herein remains with and is retained by the Contractor. OhioMHAS retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the contract.

g. The Contractor must receive written approval from OhioMHAS prior to entering into any subcontract or joint venture for the delivery of services required by this contract. If the Contractor enters into any agreement with a subcontractor, the Contractor is ultimately responsible for any and all actions or omissions by the subcontractor in the delivery of services under this contract.

i. Throughout the term of this contract, the Contractor shall provide OhioMHAS with copies of all current licensure, certification, and/or accreditation, including any renew or re-issuance thereof, for any employee or subcontractor, providing services under this contract.

ii. The Contractor agrees that while operating in an OhioMHAS facility, the Contractor and/or any employee or subcontractor of the Contractor, shall follow all applicable rules and regulations for that facility.

II. TIME OF PERFORMANCE

a. This contract shall **commence** on ___**5/6/2014**___ and shall **expire** on ___**6/30/2014**___.

b. In the event that the work hereunder is to be done in separate phases or tasks, each phase or task shall be completed within the time prescribed.

c. Upon the expiration of this contract, OhioMHAS and the Contractor may renew this contract under the same terms and conditions stated herein. Such renewal shall be by written addendum executed by the both parties evidencing their agreement to renew the contract. In the event that the parties hereto do not execute an addendum evidencing the parties' agreement to renew this contract, the contract shall expire on the date set forth above and neither party to this contract shall have any further obligations hereunder.

III. COMPENSATION

a. In consideration for the promises and performance of Contractor as set forth herein, OhioMHAS agrees: (check one)

☐ To pay to Contractor, upon completion of each deliverable or task and upon actual receipt of proper invoices, compensation at the rate(s) specified in Exhibit I; or

☒ To pay to Contractor, upon actual receipt of proper invoices, compensation at the hourly rate(s) specified in Exhibit I for services performed; or

☐ A lump sum amount of $_____for services performed in accordance with Exhibit I.

b. It shall be mutually agreed and understood between both parties that the total amount to be paid by OhioMHAS to the Contractor under this contract shall in no event exceed the sum of $_____ unless Contractor receives prior approval from OhioMHAS or when required, approval of the Controlling Board and is so notified of such approval by OhioMHAS in writing.

c. In accordance with Section 126.30 of the Revised Code, and any applicable rules thereto, OhioMHAS shall make prompt payment for any services acquired from the Contractor. Upon receipt of a proper invoice and unless otherwise stated, payment shall be made within thirty (30) calendar days. The adequacy and sufficiency of all invoices shall be determined solely by OhioMHAS. If OhioMHAS determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required, the burden of providing the required information or documentation is on the Contractor. OhioMHAS shall notify the Contractor in writing of the inadequacy or insufficiency and may provide any information necessary to correct the inadequacy or insufficiency. If such notification of inadequacy or insufficiency is sent, the

required payment date shall be thirty (30) days after receipt of the corrected invoice.

d. All invoices for services rendered under this contract must be submitted by the Contractor no later than sixty (60) days after the expiration of the contract term. No payment shall be issued for invoices submitted more than sixty (60) days past the expiration of the contract term.

e. It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the General Assembly and the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time that OhioMHAS gives the Contractor written notice that such funds have been made available to it, by the State's funding source.

IV. GENERAL PROVISIONS

a. ENTIRE AGREEMENT: The contract, when signed by both parties, along with any attachments, constitutes the entire agreement between the parties herein. No rights herein will be waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written, or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

b. AMENDMENTS: OhioMHAS and the Contractor agree that any amendment or modification including, but not limited to a change in the rate(s) or type(s) of service shall require a written agreement signed by both parties.

c. GOVERNING LAW: This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio, without regard to choice of law provisions, and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract or performance thereunder.

d. CONTRACT CONSTRUCTION: This contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

e. HEADINGS: The headings used in this contract are for convenience only and will not affect the interpretation of any of the contract terms and conditions.

f. ORDER OF PRIORITY: If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.

g. SEVERABILITY: If any provision of this contract or the application of any provision of this contract is held to be contrary to law, the remaining provisions will remain in full force and effect.

h. ASSIGNMENT / DELEGATION: The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this contract without prior written consent of OhioMHAS. Any assignment or delegation not consented to may be deemed void bby OhioMHAS.

i. EQUAL EMPLOYMENT OPPORTUNITY: The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

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

j. BUSINESS ASSOCIATE AGREEMENT: If applicable, the Contractor agrees to execute the OhioMHAS business associate agreement relating to services rendered under this contract.

k. ACCREDITATION STANDARDS: The services to be performed under this contract shall meet standards required by the Joint Commission, Centers for Medicaid & Medicare Services or other accrediting or certifying organizations, as appropriate.

l. AUDITS and RECORDS INSPECTION: The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

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

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

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

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

m. ANTITRUST ASSIGNMENT TO THE STATE: Contractor assigns to the State of Ohio, through the OhioMHAS, all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the services provided under this contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.

n. DRUG-FREE WORKPLACE: The Contractor agrees to comply with all applicable state and federal laws regarding smoke-free and drug-free workplaces. The Contractor agrees to require that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

o. OWNERSHIP: OhioMHAS shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by the Contractor, subcontractor or any person acting on behalf of the contractor pursuant to this agreement. No such documents or other materials produced (in whole or in part) with funds provided to the Contractor by OhioMHAS shall be subject to copyright, trademark or patent by the Contractor in the United States or any other country.

p. PUBLICITY: The Contractor will not advertise that it is doing business with the State or use this contract as a marketing or sales tool without prior, written consent of the State.

q. OHIO ELECTIONS LAW: Contactor, by signature affixed on this document, hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC 3517.13 are in full compliance with divisions (I)(1) and (J)(1) of ORC 3517.13.

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

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

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

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

s. FORCE MAJEURE: If OhioMHAS or the Contractor is unable to perform any part of its obligations under this contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under the contract. The term “force majeure” means without limitation: acts of God such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

t. STRICT PERFORMANCE: The failure of either party at any time to demand strict performance by the other party of any of the terms of this contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.

u. TAXES: The Contractor affirms that it is not delinquent in the payment of any applicable federal, state, and local taxes and agrees to comply with all applicable federal, state and local laws in the performance of the work hereunder.

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

v. WORKERS' COMPENSATION: The Contractor must maintain workers' compensation insurance as required by Ohio law and the laws of any other state where work is performed under this contract. The Contractor must submit proof of workers' compensation insurance upon request.

w. UNRESOLVED FINDINGS: The Contractor warrants that it is not subject to an unresolved finding for recovery as defined in O.R.C. 9.24. If the warranty is deemed to be false, this contract is void *ab initio* and the Contractor shall immediately repay the State any funds paid under this contract.

x. OHIO ETHICS: The Contractor is responsible to review and comply with all relevant provisions of O.R.C Chapters 102 and 2921, as interpreted by the courts of the State and by the opinions of the Ohio Ethics Commission. In addition, the Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws.

V. TERMINATION

a. UNILATERAL TERMINATION: Prior to the expiration of the term of this contract, either party may unilaterally terminate this contract with thirty (30) days written notice to the other party.

b. DEFAULT: If the Contractor fails to perform any of the requirements of this contract, or is in violation of a specific provision of this contract, OhioMHAS may provide the Contractor written notice of the failure to perform or the violation and shall provide a thirty (30) day period to cure any and all defaults under this contract. During the thirty (30) day cure period, the Contractor shall incur only those obligations or expenditures which are necessary to enable the Contractor to continue its operation and achieve compliance as set forth in the notice. Should the Contractor fail to comply within OhioMHAS's cure period, the Contractor shall be held in default of this contract and the contract shall terminate at the end of the thirty (30) day cure period.

c. TERMINATION OF SERVICES: In the event of termination, the Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of OhioMHAS. OhioMHAS shall not be liable for any further claims. Any payments made by OhioMHAS in which services have not been rendered by the Contractor shall be returned to OhioMHAS.

VI. CONTRACT REMEDIES

a. ACTUAL DAMAGES: The Contractor is liable to OhioMHAS for all actual and direct damages caused by Contractor's default. OhioMHAS may buy substitute services from a third party for those that were to be provided by the Contractor. OhioMHAS may recover from the Contractor the costs associated with acquiring substitute services, less any expenses or costs saved by the Contractor's default.

b. LIQUIDATED DAMAGES: If actual or direct damages are uncertain or difficult to determine, OhioMHAS may recover liquidated damages in the amount of one (1) percent of the value of the deliverable that is the subject of the default, for every day that the default is not cured by the Contractor.

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

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

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

STATE OF OHIO
Ohio Department of Mental Health and
Addiction Services

Director Date

OhioMHAS Procurement Officer Date

Approved as to form:

Office of Legal Services Date

CONTRACTOR

Signature Date

Print Name

Exhibit 1

Contract Parties

OhioMHAS Facility/Division (Name and Address)

Twin Valley Behavioral Healthcare 2200 West Broad St. Columbus, Ohio 43223

Compensation:

Scope of Work:

The contractor agrees to provide the following specific services. Complete forensic psychological examination & assessments as assigned; Provide written reports &/or appropriate documentation of such examinations & assessment in a timely manner. Provide expert court testimony specific patients as required; Provide clinical case consultations to TVBH's Chief Clinical Officer (CCO), staff psychiatrist, &/or other members of the professional staff in either the civil hospital units or the Forensic Unit. Provide related clinical documentation in the patient's medical record when required.

REQUIRED CERTIFICATION FOR BIDDING

Print Form

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

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "Excepted Products"]

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

   _____ (Item) _____ (Country of Origin)

   _____ (Item) _____ (Country of Origin)

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

B. OHIO PREFERENCE (BUY OHIO):

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

C. E.D.G.E. DESIGNATION

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

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

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

The Bidder being awarded this Contract must:

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

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

DEPARTMENT OF ADMINISTRATIVE SERVICES/OHIO DEPARTMENT OF MENTAL HEALTH

Print Form

STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K
Governing the Expenditure of Public Funds for Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirement of Executive Order 2011-12K. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

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

1. Principle location of business of Contractor/Grantee:

(Address) (City, State, Zip)

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

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

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

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

(Address) (City, State, Zip)

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

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

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

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

(Address)	(City, State, Zip)

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

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

Contractor also affirms, understands and agrees that Contractor and its subcontractors 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 the Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

For the Contractor/Grantee:

Signature	Date
Entity Name	Address (Principal Place of Business)
Printed name of individual authoized to sign on behalf of entity.	City, State, Zip

Vendor Controlling Board Required Questions

To be completed by Vendor

1. Is this contractor in compliance with Buy America and Buy Ohio*? Explain.

2. Provide the following Employee Information:

	Nationwide	Ohio
Total Number of Employees:		
Percentage of Women:		
Percentage of Minorities:		

3. What percent of the work will be done by subcontractors?
   If more than 50 percent, provide the same information for each subcontractor as requested in number 2 above for the contractor.

4. Provide all subsequent renewal schedules (beginning and ending dates) and amounts associated with this contract. A contract renewal is the exercise of an option to enter into a subsequent contract with a vendor in accordance with renewal provisions specified in a preceding contract.

5. Is this contractor currently performing services for the Ohio Department of Mental Health? If yes, for each contract please provide the date that the contractor first began performing services as well as the ODMH location at which the services are being performed.

*Buy America/"Domestic End Product" means:

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

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

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

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, _____, by and between _____ ("[short name for Business Associate]") and _____ ("Department" or other appropriate designation). [define term/duration of the agreement - usually coextensive with a companion agreement for the work which requires the Business Associate to access Department PHI, unless earlier terminated in accordance with paragraph 10.]

WHEREAS, [Department] will make available and/or transfer to [Business Associate] confidential, personally identifiable health information in conjunction with [describe function to be performed by BA on behalf of CE]; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] and the security regulations [45 CFR §§ 164.308; 164.314] 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 created, received, maintained or transmitted from or on behalf of [Department] 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.

   The following terms used herein shall have the same meaning as those terms are defined in the privacy, security, breach notification, and enforcement rules at 45 CFR Parts 160 and 164 (HIPAA rules), as they may be amended: Business Associate; Covered Entity; breach; data aggregation; designated record set; disclosure; minimum necessary; Notice of Privacy Practices; required by law; security incident; subcontractor; use. Other terms defined in the HIPAA rules, as they may be amended, shall also be so defined if used herein.

2. If applicable, [Department] shall provide to [Business Associate] a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.

3. [Business Associate] agrees that it shall not receive, create, maintain, transmit, use or disclose PHI except as required by law, or as follows:

   a. [describe covered function being performed or refer to an Exhibit, attached to and made a part of the agreement];

   b. If necessary for the proper management and administration of [Business Associate] or to carry out legal responsibilities of [Business Associate]. PHI may only be disclosed to another person/entity for such purposes if:
   - Disclosure is required by law; or
   - Where [Business Associate] 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 [Business Associate] of any breaches of confidentiality;

   c. *Optional: To permit [Business Associate] to provide data aggregation services relating to the health care operations of the [Department]. [only applicable in specific situations, where the Business Associate is functioning as the business associate for two or more covered entities, and is performing data analysis on combined data that relates to the operations of each covered entity; otherwise, delete this provision]*

   [Business Associate] 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 [Department], except for the specific uses and disclosures enumerated in paragraph[s] 3.b.[and 3.c.] above.

4. [Business Associate] 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. [Business Associate] 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 the electronic PHI that it creates, receives, maintains or transmits on behalf of [Department].

6. [Business Associate] agrees that it shall immediately report to [Department], 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. At the request of [Department], [Business Associate] shall identify: the date of any security incident, the scope of the security incident, [Business Associate's] response to the security incident and the identification of the party responsible for causing the security incident, if known. [Business Associate] shall take all reasonable steps to mitigate the potentially harmful effects of all privacy and security breaches.

   Optional: [Business Associate] hereby indemnifies [Department] and agrees to hold [Department] harmless from and against any and all losses, expense, damage or injury that [Department] may sustain as a result of, or arising out of, [Business Associate's], or its agent's or subcontractor's, unauthorized use or disclosure of PHI.

   Optional: [Business Associate] shall carry comprehensive general liability insurance [fill in details as to amounts of coverage and/or other policy requirements, i.e. naming Department as additional insured].

7. [Business Associate] shall ensure that all of its subcontractors and agents are bound, in writing, 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. *Optional: [Business Associate] shall give prior notice to [Department] and/or obtain the [Department's] approval prior to entering into such agreements.*

8. [Business Associate] 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 the [Department], 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 the [Department], to the extent necessary to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528.

   c. To [Department] as necessary to fulfill [Department's] obligation to amend PHI and related information in accordance with 45 CFR § 164.526,

and shall, as directed by [Department], incorporate any amendments or related statements into the information held by [Business Associate] and any subcontractors or agents.

9. [Business Associate] agrees to make its internal practices, books and records relating to the use or disclosure of information created, received, maintained, transmitted from or on behalf of [Department] available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy and security regulations, and any amendments thereto.

10. Any non-compliance by [Business Associate] with the terms of this Agreement or the privacy and security regulations shall be a breach of this Agreement if [Business Associate] knew of the breach and failed to take immediate and reasonable steps to cure the non-compliance. [Business Associate] agrees that [Department] has the right to immediately terminate this Agreement and seek relief, *[optional: including the right to contract for replacement service through another entity at the same cost, with [Business Associate] responsible for paying any difference in cost,]* if [Department] determines that [Business Associate] has violated a material term of the Agreement.

11. Upon termination of this Agreement, [Business Associate] agrees, at the option of [Department], to return or destroy all PHI created, received, maintained, or transmitted from or on behalf of [Department]. [Business Associate] agrees that it will not retain any copies of PHI except as required for its proper management and administration, or by law. If PHI is destroyed, [Business Associate] agrees to provide [Department] with appropriate documentation or certification evidencing such destruction upon request. If return or destruction of all PHI, and all copies of PHI, is not feasible, [Business Associate] 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. When any PHI retained by [Business Associate] is no longer needed for its proper management or legal responsibilities, [Business Associate] shall return or destroy the PHI in accordance with the terms of this paragraph.

    Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

12. Notwithstanding any rights or remedies under this Agreement or provided by law, [Department] retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by [Business Associate],

any of its subcontractors or agents, or any third party who has received PHI from [Business Associate].

13. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

14. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

15. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA, regulations promulgated thereunder, as amended. 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.

16. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To [Department]:	[name] [title] [address]
To [Business Associate]	[name] [title] [address]

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

VENDOR INFORMATION FORM

All parts of the form must be completed by the vendor. Incomplete forms will be returned. All information must be legible. Ensure this is the latest version of the form at www.ohiosharedservices.ohio.gov.

SECTION 1 – PLEASE SPECIFY TYPE OF ACTION (MUST BE COMPLETED)

☐ NEW **(W-9 OR W-8ECI FORM ATTACHED)** ☐ CHANGE OF CONTACT PERSON/INFORMATON

☐ ADDITIONAL ADDRESS – **(A COPY OF AN INVOICE OR A LETTER INCLUDING THE ADDRESS IS REQUIRED)**

☐ CHANGE OF ADDRESS – **(PLEASE PROVIDE OLD ADDRESS BELOW OR ATTACH LETTER)**

ADDRESS TO BE REPLACED:

☐ CHANGE OF TIN **(W-9 & A CHANGE OF TIN FORM OR A LETTER OF EXPLANATION FOR THIS CHANGE, WHICH MUST INCLUDE THE NEW & OLD TIN)**

☐ CHANGE OF NAME **(W-9 & A CHANGE OF NAME FORM OR A LETTER OF EXPLANATION FOR THIS CHANGE, WHICH MUST INCLUDE THE NEW & OLD NAME)**

☐ CHANGE OF PAY TERMS ☐ CHANGE OF PO DISPATCH METHOD ☐ OTHER_____

SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION (MUST BE COMPLETED)

LEGAL BUSINESS OR INDIVIDUAL NAME: (MUST MATCH W-9 OR W-8ECI FORM)

BUSINESS NAME, TRADE NAME, DOING BUSINESS AS: (IF DIFFERENT THAN ABOVE)

FEDERAL EMPLOYER ID (EIN) OR SOCIAL SECURITY NUMBER (SSN):

SECTION 3 – REMIT TO ADDRESS REQUIRED (MUST BE COMPLETED)

ADDRESS:		COUNTY:
ADDRESS (CONT.):		
CITY:	STATE:	ZIP CODE:

SECTION 4 – ADDITIONAL ADDRESS (IF MORE THAN 2 ADDRESSES, INCLUDE A SEPARATE SHEET)

ADDRESS:		COUNTY:
ADDRESS (CONT.):		
CITY:	STATE:	ZIP CODE:

SECTION 5 – CONTACT INFORMATION OR PERSON TO RECEIVE PURCHASE ORDER		
NAME:		
WEBSITE:		
PHONE:	FAX:	EMAIL:

SECTION 6 – CONTACT PERSON TO RECEIVE EMAIL NOTICE OF BID EVENTS - A USER ID & PASSWORD WILL BE SENT TO THE EMAIL ADDRESS BELOW – (BUSINESSES ONLY)
NAME:
EMAIL:
TO ADD AN ADDITITIONAL OR TO REPLACE THE CURRENT STRATEGIC SOURCING (SS) CONTACT ☐ ADDITIONAL STRATEGIC SOURCING CONTACT ☐ REPLACE SS CONTACT **(WILL BE MARKED INACTIVE)**
NAME:
EMAIL:

SECTION 7 – PAYMENT TERMS (PLEASE CHECK ONE – IF NONE IS SELECTED THEN NET 30 WILL APPLY)				
☐ 2/10 NET 30	☐ NET 30	☐ NET 45	☐ NET 60	☐ NET 90

SECTION 8 – PURCHASE ORDER DISTRIBUTION–OTHER THAN USPS MAIL (ONLY APPLICABLE TO THOSE RECEIVING POs)
EMAIL **OR** FAX:

SECTION 9 – PLEASE SIGN & DATE **(MUST BE COMPLETED)**	
PRINT NAME:	
SIGNATURE: (HANDWRITTEN SIGNATURE REQUIRED)	DATE:

SECTION 10 – STATE OF OHIO AGENCY CONTACT PERSON (AGENCY RECEIVING PAYMENTS FROM)
AGENCY CONTACT NAME/EMAIL/PHONE: Lucille Fuller Lucille.Fuller@mha.ohio.gov 614-466-7697

COMMENTS:

Note: This document contains sensitive information. Sending via non-secure channels, including e-mail and fax can be a potential security risk.

SELECT ONE OF THE FOLLOWING METHODS FOR DOCUMENT SUBMISSION:

Email: vendor@ohio.gov
Fax: 1 (614) 485-1052
Mail: Ohio Shared Services
Attn: Vendor Maintenance
P.O. Box 182880 Cols., OH 43218-2880

QUESTIONS? PLEASE CONTACT:

Phone: 1 (877) OHIO - SS1 (1-877-644-6771)
1 (614) 338-4781
Website: www.ohiosharedservices.ohio.gov/
Email: vendor@ohio.gov