

REQUEST FOR PROPOSAL

**Mobile Clinical Services**

FOR THE 24 MONTH PERIOD

SFY 2016 – JULY 1, 2015 THROUGH JUNE 30, 2016

AND

SFY 2017 – JULY 1, 2016 THROUGH JUNE 30, 2017

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TIFFIN DEVELOPMENTAL CENTER  
600 North River Road.  
Tiffin, Ohio 44883-1107  
(419) 443-3110  
FAX (419) 448-6506

Contracts subject to appropriation availability and approval of the Ohio Department of Developmental Disabilities (DODD) and, if applicable, the Controlling Board, State of Ohio.

## 1.0 INTRODUCTION

Tiffin Developmental Center is a Medicaid certified Intermediate Care Facility for Individuals with Intellectual or Developmental Disabilities (ICF-IID) operated by the Ohio Department of Developmental Disabilities (DODD), serving approximately 100 individuals with developmental and a wide range of additional disabilities.

Tiffin Developmental Center (TDC) intends to select a provider of mobile clinical services to meet the clinical/treatment needs of TDC residents. The services include dental services, hearing services, vision services and podiatry. This provider must be able to demonstrate the capability of providing services on-site with minimal impact to residents and resources from TDC staff, and with the use of current and necessary equipment to provide above services.

## 2.0 SERVICES REQUIRED

2.1 The services required consist of all items herein for Tiffin Developmental Center, including all required labor and transportation, materials and equipment (including items not specifically noted or shown as required for complete service, subject to any exclusions listed below.) It is the intent of this document that vendors provide a single proposal covering all categories of work for this service.

2.2 Services required under this RFP are as follows:

- 2.2.1 Provide Dental Services (including preventive restoration) at TDC; Provide initial and routine dental examinations as scheduled; Provide emergency dental services in the TDC space provided or at an off-site location, as necessary, with referrals for oral surgery and/or dental examinations requiring general anesthesia at the hospital.
- 2.2.2 Provide Vision Services on site at TDC at designated area.
- ~~2.2.3 Provide Podiatry Services on site at TDC at designated area.~~
- ~~2.2.4 Provide Hearing Services on site at TDC at designated area.~~
- 2.2.5 Provide a scheduling / data service and reports to TDC for appointment schedules for examinations and preventative and restorative treatments.
- 2.2.6 Reimbursable services will be billed by the provider directly to the Medicaid / Medicare programs.
- 2.2.7 All procedures / services that may be necessary, and that are beyond the number of annual Medicaid allowances, shall be billed to Tiffin Developmental Center based on a fee schedule submitted with this proposal for State Fiscal Year 2016 and State Fiscal Year 2017. Proof of insurance denial must accompany invoice for services to be paid by Tiffin Developmental Center.
- 2.2.8 Tiffin Developmental Center will provide a well lit room with access to water and restrooms.
- 2.2.9 Tiffin Developmental Center will provide space at no cost to provider.

2.2.10 Tiffin Developmental Center will identify a contact person on behalf of the facility for communication with the provider.

### 3.0 SPECIAL CONSIDERATIONS

- 3.1 The provisions of the *Ohio Department of Developmental Disabilities (DODD) - Personal Service Contract* will become part of the final agreement between the successful offeror and the Center. Therefore, the evaluation process resulting in the final award of a contract rests with the Center and the DODD. The Center and the DODD reserve the right to determine that the award of a contract would not be in the best interest of the Center, the DODD, or the State of Ohio. The Center and the DODD reserve the right to accept or reject any and all offers, in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in the offeror being non-responsive, provided this does not affect the amount of the offer or result in a competitive advantage to the offeror.
- 3.2 By submitting a signed proposal for this service, the vendor affirms that, as applicable to the vendor, no party listed in Division (I) and (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
- 3.3 The offeror shall identify the person(s) providing services as the primary care professional. Said person(s) must be Ohio-licensed.
- 3.4 All persons providing direct services under the terms of this RFP shall not have been found guilty of, or pleaded guilty to any offense set forth in Section 5123.081(E)(1), (2), (3), or (4) of the Ohio Revised Code. *The person(s) providing services under this RFP shall be subject to a criminal background check prior to performing any services at Tiffin Developmental Center (or provide proof of criminal background check.)*

- 3.5 The provisions of the *Ohio Department of Developmental Disabilities Personal Service Contract* (attached) will become part of the final agreement between the successful offeror and Tiffin Developmental Center.
- 3.6 All services provided under this RFP shall meet the appropriate standards of the Federal Medicaid program for Intermediate Care Facility for Individuals with Intellectual or Developmental Disabilities (ICF-IID).

### 4.0 PROPOSALS

- 4.1 All proposals shall be in accordance with information provided in this document. An interview on site with the offeror is a requirement for selection.
- 4.2 All proposals shall be in writing and signed by the person who will be providing services (or in the case of companies by an authorized representative on company letterhead).
- 4.3 All pricing / compensation shall be submitted on the basis of a fee schedule of services that are potentially deemed NOT Medicaid reimbursable. The submitted fee schedule shall indicate fees by procedure and by fiscal year on the Pricing / Compensation form.

NOTE: The PRICING / COMPENSATION form (or your rate schedules) must be in a separately sealed envelope.

- 4.4 All proposals shall be guaranteed.
- 4.5 SEALED PROPOSALS WILL BE RECEIVED BY:

Tiffin Developmental Center  
Attn: Richard Dipold, Fiscal Officer  
600 North River Road.  
Tiffin, Ohio 44883-1107

Envelopes to be marked in lower left corner: **Mobile Clinical Services.**  
Proposals may also be submitted by the deadline via email to:  
[Richard.Dipold@dodd.ohio.gov](mailto:Richard.Dipold@dodd.ohio.gov)

- 4.6 Deadline for Proposal:

Proposals will be received at the above address until **11:00 a.m. May 15, 2015**, and opened immediately thereafter. Proposals not received at Tiffin Developmental Center by the deadline will be returned to the sender unopened.

Procedural questions regarding this request for proposal or the personal service contract should be directed to Richard Dipold, Fiscal Officer, (419) 443-3110. Clinical questions should be directed to Martha Chwalik, Director of Nursing, (419) 443-3152.

## 5.0 SITE INTERVIEW

- 5.1 Tiffin Developmental Center will interview all providers proposing to provide services under the provisions of this RFP to determine the best responsive vendor. Interviews will be after the proposal deadline and conducted on the premises of Tiffin Developmental Center.

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## 6.0 SUBMISSION REQUIRED

- 6.1 Complete and submit with your proposal a "Contractor Information" form (attached), together with the W-9 form.
- 6.2 Pricing/Compensation form or your rate schedules for each of the State Fiscal Years (SFY).
- 6.3 The name, *vitae*, Ohio-license number, BNDD or other appropriate controlled substance registration certificate number.
- 6.4 List of previous services performed to include facility name, complete address, telephone number, contact person and dates service was performed.
- 6.5 Any accommodation or special needs of any person who will be providing services under the provisions of this RFP.
- 6.6 Complete and submit a Declaration of Material Assistance (Ohio Homeland Security form).

**7.0 FEE SCHEDULES**

7.1 SFY 2016: July 1, 2015 through June 30, 2016

7.2 SFY 2017: July 1, 2016 through June 30, 2017

**8.0 PAYMENTS**

8.1 Payments for services are provider direct billing to Medicaid/Medicare. Services outside of patient coverage by these programs, payment made with a proper invoice to Tiffin Developmental Center, signed by the vendor/vendor representative.

**9.0 EVALUATION CRITERIA**

9.1 Ratings will be given for each of the following items. The highest possible rating is noted with each line item. The award will be given to the vendor with the highest total rating.

9.1.1 Ohio-licensed professionals (Yes = continue to next criteria; No = proposal is rejected).

9.1.2 Provider has experience serving ICF-IID residents:  
20 or > years = 20 points,  
10 or > years = 10 points,  
5 or > years = 5 points.

9.1.3 Proposal Fee Schedule. Ranking lowest to highest fees for routine services to be provided at Tiffin Developmental Center:  
Lowest = 10 points,  
Highest = 0 points.

9.1.4 Mobility of service and least intense TDC resources required:  
Lowest = 10 points,  
Highest = 0 points

9.1.5 Available provider equipment made available for assessment/treatment services:  
Most equipment resources available = 10  
Least equipment resources available = 0

In the event of a tie, the award will be determined through the vendor interview process, mobility of service, service provision and necessary equipment.

9.1.6 Ohio Revised Code Section 9.24 prohibits the award of any contract for goods, services, or construction, paid for in whole or in part with State funds, to a person against whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved. Paragraph (E) requires that a State agency or political subdivision verify that the person to whom the State agency or political subdivision plans to award the contract does not appear in the database to be maintained by the Auditor of State.

In the response review process, the fact that there is a finding for recovery as defined in R.C. 9.24 may be considered in the scoring process, and a response rejected for this reason alone

10. **ATTACHMENTS**

- 10.1 Pricing / Compensation Form
- 10.2 Contractor Information Form
- 10.3 Personal Service Contract Template
  - HIPAA Compliance Provisions Addendum A
  - Direct Service Addendum B

An IRS Form W-9 will be needed for all new vendors conducting business with the State of Ohio.

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## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- ~~I am a U.S. citizen or other U.S. person (defined below); and~~
- 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.





Ohio Department of Public Safety
Division of Homeland Security
http://www.homelandsecurity.ohio.gov

STATE ISSUED LICENSE

In accordance with division (2)(a) of section 2909.32 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Form with fields: LAST NAME, FIRST NAME, MIDDLE INITIAL, HOME ADDRESS, CITY, STATE, ZIP, COUNTY, HOME PHONE, WORK PHONE

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

Form with fields: BUSINESS/ORGANIZATION NAME, BUSINESS ADDRESS, CITY, STATE, ZIP, COUNTY, PHONE NUMBER

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? [ ] Yes [ ] No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? [ ] Yes [ ] No

STATE ISSUED LICENSE - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  
 Yes  No

In the event of a denial of licensure due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CONTRACTOR INFORMATION

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL.**

Vendor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

1. Number of contracts with the State of Ohio (including DODD). Specifically,

State Agency: \_\_\_\_\_

Contracted Services: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_

Amount/Rate: \_\_\_\_\_

(Attach additional sheets if necessary.)

2. Provide the following current information on both a corporate-wide basis (including Ohio) and, if a multi-state corporation, the corporation's Ohio-based operations:

Nationwide

Ohio Offices      (incl. Ohio offices)

Total Employees: \_\_\_\_\_

% Women: \_\_\_\_\_

% Minorities: \_\_\_\_\_

3. What is your TAX IDENTIFICATION number \_\_\_\_\_

4. If your remittance address is different from your mailing address, please list it below:

Remittance Address:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**PRICING /COMPENSATION**

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL.**

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Service Provided: \_\_\_\_\_

Please complete Hourly Rate or Fee Schedule, as applicable by State fiscal Year.

***Hourly Rate***

FY 2016 \$ \_\_\_\_\_ X \_\_\_\_\_ hours = \$ \_\_\_\_\_  
(Hourly Rate) (Total FY 2016)

FY 2017 \$ \_\_\_\_\_ X \_\_\_\_\_ hours = \$ \_\_\_\_\_  
(Hourly Rate) (Total FY 2017)

**OR**

***Fee Schedule***

Procedures	FY 2016 Fees	FY 2017 Fees
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please use an attachment if additional lines are necessary.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**SECTION A. CONTRACT PARTIES**

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

Developmental Center / Central Office Division:	Address (Street, City, State, Zip)
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and

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

**SECTION B. EFFECTIVE DATES**

- This contract is effective: \_\_\_\_\_ through \_\_\_\_\_ unless terminated prior thereto pursuant to Section G. Services shall not begin until Agency receives OBM approved Purchase Order.
- The Agency may renew this Contract for up to an additional two years with mutual written agreement by both parties.

**SECTION C. COMPENSATION**

1. The Contractor will be paid for the term of this contract as follows (check option a or b):

a. Fee Schedule is attached to Contract or included in Section D.1.a.

b.  Hourly Rate. Complete the information below

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

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

- Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Contract.
- Contractor shall submit a valid invoice on letterhead for the compensation incurred consistent with this Section, within twenty (20) days of the end of each month. Each invoice shall contain the following information:
  - a description of the services performed;
  - date of the services rendered;
  - a total for the invoice;

- d. vendor's name and remit to address; and
  - e. Department's name and address.
4. Agency shall pay Contractor within thirty (30) days of receipt and approval of the invoice.
  5. This Contract does not guarantee a minimum amount of service. Services shall be performed on an as needed basis as directed by Agency.

**SECTION D. DUTIES OF CONTRACTOR**

1. Contractor shall:
  - a. List duties and associated fees.
  - b. Contractor shall maintain all necessary licenses or registrations. Contractor shall perform all services with reasonable care, skill and diligence as would normally be provided by an experienced consultant and in accordance with industry standards.

*OR – (select either the paragraph above or below – whichever is most applicable then delete the other and this note)*
  - c. Contractor shall maintain all necessary licenses and registrations. All services shall be performed in accordance with: (1) generally accepted standards of care in the community and the quality criteria adopted by the Agency; (2) policies of the Agency; and (3) applicable rules and standards for the certification of an intermediate care facility for the mentally retarded.
2. The contractor reports directly to (name and title of supervisor) \_\_\_\_\_ who will verify the contract's time and service charged to this contract.
3. When delivering services in any direct services position to individuals residing in a Developmental Center, Contractor shall comply with all duties listed in Addendum B.

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a. "Direct services position" means an employment position in which the employee has the opportunity to be alone with, or exercises supervision or control over one or more individuals with a developmental disability.

**SECTION E. NATURE OF CONTRACT**

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

of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor.

**SECTION F. CERTIFICATION OF FUNDS**

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

**SECTION G. TERMINATION OF CONTRACT**

1. Agency may, at any time prior to the completion of services by Contractor under this Contract, suspend or terminate this Contract with or without cause by giving twenty (20) days written notice to Contractor.
2. Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.
3. Contractor shall be paid for services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with invoices as required under Section C. In the event of suspension or termination, any payments made by Agency for which Contractor has not rendered services shall be refunded.
- ~~4. In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services under this Contract. All such materials shall become and remains the property of Agency, to be used in such manner and for such purpose as Agency may choose.~~
5. Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.
6. Contractor may terminate this Contract with or without cause upon thirty (30) days prior written notice to Agency.

**SECTION H. INDEPENDENT CONTRACTOR**

1. No relationship of employer and employee is created by this contract. Contractor will act hereunder as an independent contractor with no claim under this Contract or otherwise against Agency or the State of Ohio for business expenses, travel expenses, vacation pay, sick pay, retirement benefits, workers compensation, or disability or unemployment insurance benefits or employee benefits of any kind. Neither Contractor nor any of its employees is eligible to participate in any employee benefit or retirement plans offered by Agency or the State of Ohio. Agency shall withhold no payroll or employment taxes of any kind.
2. Contractor is solely responsible for all of Contractor's business expenses, including the payment or withholding of all federal, state and local income taxes, workers

compensation insurance, social security and unemployment insurance, and the payment of wages and salaries, travel expenses, insurance of every kind, and health and retirement plans. Contractor shall indemnify and hold Agency harmless from and against any and all claims, demands, liabilities, losses, damages and expenses resulting in any manner from any act or omission of Contractor or its employees related to its obligation to pay and withhold income tax, social security, unemployment insurance and to maintain worker's compensation insurance.

3. Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions for the State to any public employee retirement system. Contractor acknowledges and agrees that any person providing services under this Contract is not a public employee for purposes of Ohio Revised Code Chapter 145. If Contractor is an individual performing service under the contract, Contractor shall complete and submit to the Agency the Independent Contractor/Worker Acknowledgement form, attached and found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf>.

## **SECTION I. RECORD KEEPING**

1. Until the expiration of six (6) years after the termination of this Contract, Contractor will, upon proper request, allow Agency, the Comptroller General of the United States, the U.S. Department of Health and Human Services, the State of Ohio, the Ohio Medicaid Fraud Control Unit and the Ohio Department of Medicaid and their duly-authorized representatives access to Contractor's books, documents and records necessary to certify the nature and extent of costs of reimbursable services provided under this Contract. For each subcontract in excess of \$10,000, the Contractor shall require the subcontractor to agree to these record keeping provisions. If Contractor is requested to disclose any books, documents or records relevant to this Contract for the purpose of an audit or investigation by any government agency, Contractor shall immediately notify Agency of the nature and scope of the request and shall make available to Agency all books, documents and records relevant to the request.
2. All provisions under this section survive the expiration or termination of this Contract.

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

1. No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
2. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
3. Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2011-03K. Contractor

further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws and Executive Order.

4. Contractor represents and warrants that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.
5. Contractor represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.
6. Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25. If this representation and warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.
7. Contractor represents and warrants that neither it nor any of its employees or agents are excluded from participation under any Federal health care program, as defined under 42 U.S.C. Section 1320a-7b(D), for the provision of items or services for which payment may be made under a Federal health care program; Contractor has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that Contractor knows is excluded from participation in any Federal health care program, and no final adverse action, as defined under 42 USC Section 1320a-7e(g) has occurred or is pending against Contractor or to its knowledge against any employee contractor or agent engaged to provide items or services under this Contract (collectively, "Exclusions/Adverse Actions"). Contractor shall notify Agency of any Exclusions/Adverse Actions within five (5) business days of its learning of such Exclusions/Adverse Actions.
8. Contractor shall comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse ~~prescription drugs in any way.~~

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9. Contractor warrants that it has not entered into, nor shall it enter into, other Contracts, without prior written approval of Agency, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other Contracts.
10. Contractor represents and warrants that neither it nor any of its employees or agents has been convicted of any offense set forth in Section 5123.081(E) of the Ohio Revised Code.
11. Contractor affirms that neither it nor any of its employees or agents is presently holding a civil service position with the State of Ohio.

**SECTION K. NONDISCRIMINATION**

1. Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, veteran status, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.
2. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this

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

**SECTION R. CONTROLLING LAW**

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

**SECTION S. SUCCESSORS AND ASSIGNS**

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

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

Ohio Department of Developmental Disabilities  
Director

[Contractor Name]  
[Title]

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

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

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

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

Ohio Department of Developmental Disabilities  
Deputy Director

Ohio Department of Developmental Disabilities  
Superintendent (if applicable)

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

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

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

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

**ADDENDUM A**  
**Business Associate Addendum**

This Business Associate Addendum (the "Addendum") is entered into by and between the Ohio Department of Developmental Disabilities ("Agency") and Contractor.

Whereas, Agency and Contractor are parties to an agreement entered into contemporaneously herewith ("Underlying Agreement"); and

Whereas, Agency, pursuant to the Underlying Agreement, provides Contractor with certain individually identifiable protected health information that is necessary for Contractor to perform the services called for in the Underlying Agreement and is subject to protection under the Health Insurance Portability and Accountability Act of 1996("HIPAA") and the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164 ("Rules"); and Subtitle D of the Hitech Act, American Recovery and Reinvestment Act of 2009; and

Whereas, the parties purpose for entering into this Addendum is to comply with the requirements of applicable laws and regulations, including but not limited to HIPAA, Hitech, and the Rules.

NOW, THEREFORE, in consideration of the forgoing and the promises and mutual covenants contained herein, the parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meaning as set forth in the Rules.
2. Duties and Responsibilities of Contractor:
  - A. Contractor acknowledges and agrees that all protected health information (the "PHI"), as defined by the Rules, provided to Contractor by Agency is confidential and the property of Agency without regard to medium of storage or method of transmission of such information. Contractor agrees to keep all PHI confidential.

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  - B. Except as otherwise limited in this Addendum, Contractor may use or disclose PHI necessary to perform functions, activities, or services for, or on behalf of, Agency as specified in the Underlying Agreement or for the proper management and administration of Contractor, provided that such use or disclosure would not violate the Rules if done by Agency.
  - C. Contractor agrees to take reasonable steps necessary to protect the security and confidentiality of PHI so as to enable Agency to comply with HIPAA, Hitech, the Rules and other laws relating to the privacy and security of PHI, which are now in force or which may hereafter be in force, including, without limitation, the following actions:
    - (1.) use or disclose PHI only as permitted or required by the Underlying Agreement and this Addendum, or as Required by Law; and
    - (2.) use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Underlying Agreement and this Addendum; and
    - (3.) implement reasonable processes to detect unauthorized disclosures of PHI and train its work force regarding these processes; and
    - (4.) to the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of the Underlying Agreement or this Addendum; and

- (5.) promptly and in no case later than 10 days after discovery, report in writing to Agency any use or disclosure of the PHI not provided for by the Underlying Agreement or this Addendum, of which Contractor becomes aware. Contractor shall provide such other available information to Agency to enable it to notify individuals as required by Hitech; and
- (6.) require any contractors or agents, including subcontractors, to whom Contractor provides PHI received from, or created or received by Contractor on behalf of Agency, to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum; and
- (7.) make its internal practices (including policies and procedures), books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of Agency, available to the Secretary of the Department of Health and Human Services (the "Secretary") for purposes of determining Covered Entities compliance with the Rules. Contractor shall provide Agency with a copy of any PHI that Contractor provides to the Secretary concurrently with providing such PHI to the Secretary; and
- (8.) within fifteen (15) days of receiving a written request from Agency, provide to Agency the information necessary for the Agency to make an accounting of disclosures of PHI about an Individual as necessary for Agency to comply with 45 C.F.R. 164.528; and
- (9.) make available information necessary for Agency to respond to an Individual's request for access to PHI about them as is necessary for Agency to comply with 45 C.F.R. 164.524. Such information shall be made available within ten (10) ten days of receiving a written request from Agency for such information. In the event an Individual contacts Contractor, or its agents or subcontractors, directly requesting access to PHI, Contractor will not grant access to PHI but will notify Agency in writing within five (5) business days of such contact; and
- (10.) within fifteen (15) days of receiving a written request from Agency, incorporate any amendments or corrections to PHI as necessary for Agency to comply with 45 C.F.R. 164.526. In the event an Individual contacts Contractor, or its agents or subcontractors, directly about making amendment to PHI, Contractor will not make any amendments to PHI but will notify Agency in writing ~~within five (5) business days of such contact.~~

3. Security Rule Provisions. Contractor agrees to the following additional obligations in order that Agency may meet its obligations under HIPAA Security Rule, 45 C.F.R. Part 164, Subpart C, with respect to electronic PHI:

- A. Contractor will employ appropriate administrative, technical, and physical safe guards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Agency.
- B. Contractor will Report to Agency any Security Incident of which it becomes aware.
- C. Contractor will ensure that any agent, including a subcontractor, to whom it provides such electronic PHI agrees to implement reasonable and appropriate safeguards to protect it.

4. Breach of Unsecured PHI. If Contractor discovers any Breach of Unsecured PHI (as the terms "Breach" and Unsecured" PHI" or "Unsecured Protected Health Information" are defined in 45 C.F. R. 164.402) that it accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses on behalf of Agency, then in accordance with 45 C.F.R. §164.410, Contractor shall notify Agency of such Breach in writing without unreasonable delay and in no event later than ten (10) days after discovery of such Breach, which written notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such Breach. In addition, Contractor shall provide Agency with the

following information, to the extent available at the time initial notice to Agency is provided, or promptly thereafter as such information becomes available:

- A. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach.
- B. A description of the type of PHI that was involved (e.g., name, Social Security Number, procedure, diagnosis, treatment, etc.).
- C. A brief description of the steps that Contractor is taking to investigate, mitigate harm, and protect against further Breaches.

5. Termination. Agency may immediately terminate the Underlying Agreement, including this Addendum, by giving Contractor written notice of termination, if Agency determines that Contractor has violated a material term of this Addendum. Alternatively, Agency may in its sole discretion provide an opportunity for Contractor to cure the breach and end the violation. If Contractor fails to cure the breach to the satisfaction of Agency, the Agency may immediately thereafter terminate the Underlying Agreement. Termination of the Underlying Agreement shall result in the termination of this Addendum.

Contractor agrees that upon termination of the Underlying Agreement, it will return or destroy all PHI received from, or created or received on behalf of Agency, that Contractor still maintains in any form and retain no copies of such information. This provision shall apply to PHI that is in the possession of Contractor and any subcontractors or agents of Contractor. In the event that returning or destroying the PHI is infeasible, as determined by Agency, Contractor agrees to extend the protections of the Underlying Agreement and this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.

6. Amendment. It is the intent of the parties that the Underlying Agreement and this Addendum comply with the requirements of HIPAA, Hitech, and the Rules. Any ambiguity in the Underlying Agreement or this Addendum shall be resolved to permit Agency to comply with HIPAA and the Rules. If necessary, the parties agree to use good faith efforts to amend the Underlying Agreement and this Addendum from time to time as is necessary for Agency to be in compliance with HIPAA and regulations promulgated thereunder.

7. Survival. The obligations of the Contractor under this Addendum shall survive the expiration or termination of the Underlying Agreement and this Addendum.
8. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall confer, upon any person other than the parties, and their permitted successors and assigns if any, rights, remedies, obligations or liabilities whatsoever.
9. Miscellaneous: As amended by this Addendum, the Underlying Agreement and all its terms and conditions shall remain in full force and effect.



**ADDENDUM B**  
**Duties Related To Direct Service Positions**

1. Background Check Requirements. The Contractor shall comply with the criminal background check requirements in Ohio Administrative Code 5123:2-2-02 including but not limited to data base check and criminal background check. The Contractor shall also ensure that each employee signs an agreement requiring notification if the employee is formally charged with, is convicted of or pleads guilty to a disqualifying offense.
2. Tuberculosis Testing
  - i. Staff employed shall be tested for tuberculosis in accordance with this paragraph. The required tuberculosis test shall include a two-step Mantoux tuberculin skin test administered by a person properly trained to administer tuberculin skin tests, or, if the person has a documented history of a significant Mantoux skin test, an x-ray. The person shall not work in the facility until after the results of the first skin test have been obtained and recorded in millimeters of in duration. If the first step is non-significant, a second step shall be performed at least seven, but not more than twenty-one, days after the first step was performed. Only a single Mantoux is required if the person has documentation of either a single-step Mantoux test or a two-step Mantoux test within one year of commencing work.
  - ii. If either step of the Mantoux test is significant, the person shall have a chest x-ray and shall not enter the residential facility until after the results of the chest x-ray have been obtained and the person is determined to not have active pulmonary tuberculosis. Whenever a chest x-ray is required by this paragraph, a new chest x-ray need not be performed if the person has had a chest x-ray no more than thirty days before the date of the significant Mantoux test. Additional Mantoux testing is not required after one medically documented significant test. A subsequent chest x-ray is not required unless ~~the person develops symptoms consistent with active tuberculosis.~~
  - iii. For persons with a significant Mantoux test and the chest x-ray does not indicate active pulmonary tuberculosis, the facility shall require that the person be evaluated and considered for preventive therapy. Thereafter, the facility shall require the person to report promptly any symptoms of tuberculosis which include unexplained weight loss, loss of appetite, chronic cough of more than three weeks, fever, coughing, and spitting up blood and night sweats. The facility shall annually document the presence or absence of symptoms suggestive of tuberculosis in such a person and maintain this documentation on file.
  - iv. After initial screening for tuberculosis required by this paragraph and annually thereafter within one year plus or minus thirty days of the previous year's date of screening, a tuberculosis screening for symptoms suggestive of active tuberculosis shall be conducted for all habilitation and support staff. This screening shall include, at a minimum, questions about the signs and symptoms of tuberculosis as indicated in paragraph (B)(6)(b) of this rule. The frequency of any additional Mantoux skin test screenings or the need for a physician evaluation shall be dependent upon this assessment.

3. Professional Staff Credentials. Professional program staff must be licensed, certified, or registered, as applicable by the state, to provide professional services in the field in which they practice.
4. The Contractor shall ensure that staff receive training in first aid, CPR and universal precautions to comply with the requirements established in rule 5123:2-3-08(B)(5) of the Administrative Code.
5. Contractor shall ensure that employees are at least 18 years of age.
6. Contractor shall ensure that employees receive annual written notice explaining conduct for which an employee may be included in the Registry established by R. C. 5123.542.
7. Contractor, if providing transportation, shall provide a copy of the vehicle insurance policy and have its employees, prior to being placed in direct services position provide a certified copy of abstract from the Ohio Bureau of Motor Vehicles.
8. Upon request, Contractor shall provide the Developmental Center with a copy of any report or abstract showing compliance with the above requirements.