Request for Proposal (RFP)
Ohio Recovery Housing Standards and Supports
State Fiscal Year 2015

Request for Proposal Number:	**MHA15030**
Request for Proposal Issued:	**August 12, 2014**
Request for Proposal Due:	**August 29, 2014, 4:00 p.m.**

The Ohio Department of Mental Health and Addiction Services (OhioMHAS) is issuing this Request for Proposal (RFP) to identify an organization that will cultivate the formation of an Ohio affiliate of the National Alliance of Recovery Residences (NARR). The emerging affiliate will develop a set of quality standards for recovery residences that is consistent with national quality standards, as well as state and local requirements, develop and implement a plan for outreach to operators of recovery housing in Ohio, and support operators in the implementation and operation of quality recovery residences at all levels. The emerging affiliate will collaborate with a broad spectrum of stakeholders and offer education about recovery housing to Ohio communities.

The deadline for submission of proposals is August 29, 2014, by 4:00 p.m.

I. Introduction of the Initiative:

OhioMHAS recognizes the value of recovery residences as a part of the housing continuum, to permit an option for individuals to recover in a living environment that fits their needs, desires, and path to recovery. Recovery housing provides safe, healthy, environments that support residents in their recovery. In Ohio, these residences are not licensed by OhioMHAS (except level 4, which is defined as residential treatment in OhioMHAS recovery housing definitions), but are subject to local zoning and occupancy standards. As the department begins to work with local systems to support and develop recovery residences as part of the housing continuum, we recognize the importance of developing an Ohio NARR affiliate, charged with developing standards of quality for the operation of recovery residences, and offering support to operators in implementing and maintaining quality recovery housing.

The National Alliance for Recovery Residences' mission is to support persons in recovery from addiction by improving their access to quality recovery residences through standards, support services, placement, education, research, and advocacy. In support of that mission, NARR has initiated an effort to define and standardize principles for the provision of recovery residences across the country. NARR promotes the integration of recovery housing peers into the quality review process – recovery housing operators are trained on NARR's quality standards and apply those standards in a peer to peer review process. The emerging affiliate will implement a peer review process available to recovery housing operators in Ohio, seek to improve knowledge about recovery residences, establish good practices to benefit both residents and housing operators, and strive to improve the public perception of recovery housing by promoting

excellent, well-maintained housing, as well as offering outreach and education to Ohio communities.

II. Scope of the Work: OhioMHAS is seeking an organization that can:

- Foster the formation of an Ohio affiliate of NARR, including assistance to the emerging affiliate in building and supporting the administrative structure necessary to function as a NARR affiliate, and support for the emerging affiliate in becoming a stand-alone organization. The emerging affiliate will utilize a peer review model that mirrors NARR values and principles. The emerging affiliate will:
    - Become an affiliate of NARR no later than January 1, 2015 and
    - Make reasonable progress on achieving independent status
- The emerging affiliate will develop and publish a set of quality standards for recovery residences that are consistent with national quality standards, and state and local standards. Quality standards will address, at a minimum, administrative standards, fiscal management standards, and local zoning and occupancy requirements.
- The emerging affiliate will develop and implement a plan for outreach to operators of recovery housing in Ohio, including assistance to support operators in the implementation and operation of quality recovery residences. The emerging affiliate will:
    - Offer training for peer review surveyors, and develop schedule for administering peer review surveys
    - Manage and track peer quality review surveys
    - Provide technical assistance in:
        - Meeting quality standards
        - Operating all levels of recovery housing as defined in the OhioMHAS recovery housing definitions [categories (1-4)]
        - Supporting fair housing inquiries and good neighbor policies
    - Establish a plan for collecting and measuring data on level of quality in recovery housing in Ohio;

- **Milestones for implementation**:
    - Within 2 months of award:
        - Process for establishing affiliation underway
        - Development of quality standards underway
    - Within 3 months of award:
        - Quality standards finalized and published
        - Peer review training underway
        - Scheduling for peer reviews available
        - Outreach to recovery housing providers plan complete
        - Technical assistance plan complete
    - Within 6 months of award:
        - Technical assistance available to housing operators
        - Plan for quality data collection and measurement complete

III. Availability of Funds

- Funds are available from September 1, 2014 through June 30, 2015. All funds must be expended or obligated by June 30, 2015.

IV. Proposal Requirements

Proposal will consist of the cover sheet (described below), the proposal narrative, budget and budget narrative.

- **Proposal Narrative:** The proposal narrative is limited to six, single-spaced pages in 12 point font. This page limit does not include the cover sheet, or the budget table and budget narrative. The following items must be included the proposal narrative, in the order presented below:

  1. Describe your experience and qualifications relevant to:
     a. Development of and/or monitoring statewide standards,
     b. Working with housing providers that serve individuals recovering from a substance use disorder, and
     c. Developing and offering training and technical assistance to a broad spectrum of providers.
  2. Describe your experience and understanding of the philosophy and operation of recovery residences.
  3. Describe your familiarity with the quality standards and peer review model promoted by National Alliance of Recovery Residences.
  4. Describe your experience and qualifications to assist in establishment of an independent organization.
  5. Describe plans for sustainability of an Ohio NARR affiliate beyond the funding period.
  6. Describe plans for developing technical assistance for all levels of recovery housing as defined in the OhioMHAS recovery housing definitions [categories (1-4)], and outreach to recovery housing providers.
  7. Describe your experience and qualifications relating to the collection and measurement of data at a statewide level.
  8. Provide an overall implementation plan for all elements of the Scope of Work, including duties and functions, responsible person, and a specific time line.

- **Budget Table and Budget Narrative:** Provide a project budget with financial components, using the Budget Table and Budget Narrative forms located in the Ohio Department of Administrative Services portal: www.procure.ohio.gov/proc/viewWhatsNewSolicitations.asp.

- **Cover Sheet** that includes the following must accompany the proposal:
  - Applicant's name(s)
  - Applicant's address
  - Applicant's phone number
  - Applicant's email address
  - Name and contact information for staff member authorized to discuss proposal

V. RFP Questions and Updates

All questions must be submitted electronically, no later than 8:00 a.m. on August 22, 2014, via the "Submit Inquiry" link on the RFP posting, which may be found on the Ohio Department of Administrative Services portal:
www.procure.ohio.gov/proc/viewWhatsNewSolicitations.asp

All questions and answers will be posted to the website within four business days of receipt. You may NOT contact any OhioMHAS staff member directly with questions regarding this RFP. Contacting staff directly could result in disqualification of a proposal.

Interested parties must monitor this site for any updates or amendments to the RFP.

VI. Proposal Submission Process

The due date for the Proposals is August 29, 2014. Proposals must be received at OhioMHAS no later than 4:00 p.m. on August 29, 2014. Risk of delay or failure of delivery rests with the applicant.

Method for Submission:
Proposals must be submitted electronically to:
OhioMHASBidOpportunity@mha.ohio.gov by the deadline noted above. **The submission must include the RFP number MHA15030 in the subject line**. No faxed, mailed or hand carried applications will be accepted. The submission must include the cover sheet, Proposal Narrative, the Budget Table and Budget Narrative. Additionally, the following documents must be submitted with the proposal:

1. OhioMHAS Face Sheet, signed and dated by an authorized person;
2. New Vendor Information Form;
3. W-9 Form

All documents will be posted to the Ohio Department of Administrative Services portal:
www.procure.ohio.gov/proc/viewWhatsNewSolicitations.asp

Incomplete or late submissions will not be considered. The risk of delay or failure of delivery rests with the applicant.

VII. Factors and Criteria for Evaluation of Proposals

Proposals that are received after the deadline, or that do not meet mandatory requirements, will not be evaluated. Qualifying proposals will be evaluated according to the following criteria, weighted as indicated:

Proposal Narrative	Weight	Rating	Score
Experience and qualifications relevant to: development of and/or monitoring statewide standards, working with housing providers that serve individuals	20		

recovering from a substance use disorder, and developing and offering training and technical assistance to a broad spectrum of providers.			
Experience and understanding of philosophy and operation of recovery residences.	15		
Familiarity with the quality standards and peer review model promoted by National Alliance of Recovery Residences.	15		
Experience and qualifications to assist in establishment of an independent organization.	10		
Plans for sustainability for an Ohio NARR affiliate beyond the funding period	5		
Plans for developing technical assistance for all levels of recovery housing as defined in the OhioMHAS recovery housing definitions, and outreach to recovery housing providers.	25		
Experience and qualifications relating to the collection and measurement of data on a statewide level.	10		
Implementation plan for all elements of the Scope of Work, including duties and functions, responsible person, and a specific time line.	20		
Total Technical Score	**120**		

Rating	Explanation
0	**Does Not Meet**. Proposal does not comply with the requirement and/or does not meet expectations for the criterion.
1	**Weak**. Proposal does not substantially meet the requirement and/or does not substantially meet expectations for the criterion.
2	**Moderate.** Proposal generally meets requirement, but is weak in meeting minimal expectations for the criterion.
3	**Meets**. Proposal meets the requirement, and meets expectations for the criterion.
4	**Strong.** Proposal meets the requirement and exceeds expectations for the criterion.
5	**Greatly Exceeds.** Proposal meets the requirement and significantly exceeds expectations for the criterion.

The award will be based upon the technical score, budget, and how well the proposed plan advances the goal of establishing and implementing quality standards and supports for Ohio's recovery residences.

VIII. Conditions

The Department reserves the right to make no award, make an award for a lesser amount, make an alternative award for the specified project or make an award for a shorter duration. The Department reserves the right to ask clarifying questions, issue conditional awards, negotiate an alternative project plan or scope and negotiate a best and final proposal with one or more applicant(s). The Department reserves the right to waive errors

and omissions that do not materially affect the outcome of said application. Errors and omissions may result in lower evaluation scores or rejection of the proposal.

Awardees will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for his/her self and any personnel, including but not limited to: Federal, State, and local income taxes, social security, unemployment or disability deductions, withholdings, and payments.

Awardees must execute OhioMHAS' Agreement and Assurances upon notice of award. For reference, a copy is included on the Ohio Department of Administrative Services portal: www.procure.ohio.gov/proc/viewWhatsNewSolicitations.asp

Directions for Completion of Agreement and Assurances by Applicant for Award or Sub-Award:

1. Type into or select the appropriate box that is highlighted blue and gray.
2. Please note that paragraphs 26-34 apply only to sub-awards funded in whole or part with federal funds, including federal block grant funds, paragraphs 35-36 apply only to sub-awards funded in whole or part with Community Mental Health Block Grant (CMHBG) funds, paragraphs 37-49 apply only to sub-awards funded in whole or part with Substance Abuse Prevention and Treatment Block Grant (SAPTBG) funds, and paragraphs 50-54 apply only to sub-awards funded in whole or part with SAPTBG Women's Gender-Specific Programs.
3. Sign the signature page.
4. Read and Sign Attachment 2: "Certifications," Attachment 3: "Non Construction Programs" for sub-awards funded in whole or part with federal funds and Attachment 4: "Standard Affirmation and Disclosure—Executive Order 2011-12K" for all sub-awards.
5. IF necessary, add other documents and incorporate into Attachment 5.
6. Sign, scan, and email completed documents to the attention of your OhioMHAS Project Lead.

NOTE: ***Changes and/or modifications to the Agreement and Assurance will not be accepted by OhioMHAS.***

AGREEMENT and ASSURANCES (Attachment 1)

In accepting an award or sub-award from the Ohio Department of Mental Health and Addiction Services, hereinafter "DEPARTMENT",
_____ ("SUB-AWARDEE"),
located at: _____

Agrees and makes the following assurances:

1. SUB-AWARDEE has received an allocation or applied for an award or sub-award ("sub-award") from one or more of the following fund sources:
   - Community Mental Health Block Grant (CMHBG) (CFDA 93.958)
   - Substance Abuse Prevention and Treatment Block Grant (SAPTBG) (CFDA 93.959)
   - Title IV-B, Part 1 Child and Family Services Grant (CFDA No. 93.645, Federal Award No. 0701OH00FP)
   - Title IV-B Part 2 Family Support Grant (CFDA No. 93-556, Federal Award No. 0701OH1400)
   - 5AU Rotary; ODMHAS Account for Receipt of federal funds
   - Projects for Assistance in Transition from Homelessness (PATH) Grant (CFDA No. 93.150)
   - GRF Allocation Line Item (ALI) Grant
   - Title XX (CFDA No. 93.667)
   - Child Care Quality (CFDA No. 93.713)
   - Other: [include CFDA # for federal funds]
   - Other: [include CFDA # for federal funds]
   - Other: [include CFDA # for federal funds]

   administered by the DEPARTMENT for the purpose(s) designated in the allocation or described in the Request for Proposal (RFP)/final accepted Proposal, or the final approved version of the Application(s) for Funding (both hereinafter referenced as "APPLICATION"). The APPLICATION includes goals, objectives, activities, performance indicators, budget and budget narrative. SUB-AWARDEE assumes full responsibility for sub-recipient monitoring responsibilities described herein for funds received through allocation, as well as for funds received as a sub-award.

2. If applicable, the Notice of Sub-Award (NOSA) or Intrastate Transfer Voucher (ISTV) (included as Attachment 6) is incorporated by reference as an integral part of this agreement.

   The NOSA establishes the:

   - Dollar amount awarded by the DEPARTMENT;
   - Plan for drawing down funds;
   - Specific terms and conditions or amendments to this Agreement;
   - Frequency of required reporting and the persons at the DEPARTMENT to whom those reports should be submitted.

   The ISTV establishes:
   - Dollar amount awarded by the DEPARTMENT;

- OAKS Coding
- Project Description

All other attachments to this Agreement referenced herein, including those listed in Attachment 5, are hereby incorporated by reference as integral parts of this Agreement.

3. With the signing of this Agreement, the SUB-AWARDEE will begin work to accomplish the goals, objectives, activities and meet the performance indicators (including but not limited to production of deliverables) identified in the APPLICATION.

4. The APPLICATION, Interagency Agreement (if applicable), NOSA or ISTV, and this Agreement, including all attachments, constitutes the entire agreement between the parties and may be changed or modified only in writing, signed by all the parties hereto or their legal successors.

5. The SUB-AWARDEE assumes full responsibility for implementation of the goals, objectives and activities as described in the APPLICATION, including those performed by any lower tier sub-recipient ("SUB-RECIPIENT") named in the APPLICATION. SUB-AWARDEE is responsible for ensuring that its SUB-RECIPIENT (if any) is responsible for meeting the terms and conditions of this Agreement in accordance with the performance indicators detailed in the APPLICATION. [45 CFR 92.37]

6. This sub-award is subject to the availability of funds from the appropriate fund source, and allocated to the DEPARTMENT by the State of Ohio, Office of Budget and Management [ORC 126.07]. The DEPARTMENT reserves the right to alter the amount of this sub-award without prior notice to the SUB-AWARDEE. If funds designated for this program become unavailable during the term of this Agreement, the DEPARTMENT's obligations under this Agreement expire immediately and SUB-AWARDEE shall be paid for any non-cancelable obligations appropriately related to the sub-award. Upon such notice SUB-AWARDEE shall preserve and provide all work in progress to the DEPARTMENT. Upon satisfactory delivery of those materials and an acceptable final report, the DEPARTMENT will remit any payments due and release the SUB-AWARDEE from its obligations to DEPARTMENT for further performance under this Agreement.

7. SUB-AWARDEES subject to the audit requirements of OMB Circular A-133 are required to submit to the DEPARTMENT a copy of their A-133 audit(s) covering the period of the sub-award. If SUB-AWARDEE is not subject to the audit requirements of OMB Circular A-133, SUB-AWARDEE shall submit to the DEPARTMENT a copy of its annual financial audit(s) covering the period of the sub-award within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period, or such longer period as is agreed to in advance by the DEPARTMENT, unless a waiver of this requirement is approved in advance by the DEPARTMENT.

8. The SUB-AWARDEE shall purchase or maintain liability insurance and shall assure the DEPARTMENT that SUB-AWARDEE has in place adequate insurance and/or bonds all of its board members, officers or employees who are responsible for payments and expenditures from federal funds received from the DEPARTMENT. For SUB-AWARDEEs

that are ADAMH/CMH/ADAS Boards, this requirement may be met by participation in CORSA (County Risk Sharing Authority), or a statement that the Board is self-insured and maintains adequate reserves to cover anticipated liabilities or purchase of insurance/bonds. This paragraph does not apply to Ohio's state agencies.

9. The DEPARTMENT reserves the right to terminate this Agreement in the event that the goals, objectives, activities and performance indicators (including but not limited to production of deliverables) identified in the APPLICATION are not delivered in a timely manner or with sufficient quality that they are suitable for their anticipated purposes and uses.

10. In the event of termination or non-renewal of this Agreement, equipment and residual inventory of unused supplies with a Fair Market Value of:
    - $1000 or more for state funded sub-awards, or
    - $5000 or more for federally funded sub-awards

    purchased with sub-award funds will be returned to DEPARTMENT or disposed of in a manner specified by the DEPARTMENT which is consistent with applicable rules governing disposal, transfer or sale of such property. Proceeds from the transfer, sale or disposal of such property shall be returned to the DEPARTMENT. [45 CFR 74.34, .35; 45 CFR 92. 32, .33]

11. All items, products, deliverables and intellectual property developed, produced, dependent upon, derived from and/or begun as a result of this Agreement shall:

    a) Identify the DEPARTMENT and, if applicable, the federal grant, as the funding source;
    b) Reserve to the DEPARTMENT - and to the federal government if this sub-award includes federal funds - a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for public purposes, and to authorize others to do so;
    c) Be provided to the DEPARTMENT as specified in the APPLICATION; and
    d) Be approved by the DEPARTMENT before dissemination.

    This paragraph does not apply to copyrighted materials purchased or licensed for use under this Agreement except to the extent that the rights of copyright ownership were purchased with grant support.
    [45 CFR 74.36; 45 CFR 92.34]

12. Funds received by SUB-AWARDEE from the sale of products or services supported by this sub-award (including but not limited to the use, sale or publication of data, information, intellectual property or deliverables and other products or services which rely upon them, which were acquired or developed pursuant to this Agreement) are considered program income and shall be expended in accordance with the following:

    - Added to funds committed to the project/program and used to further eligible project/program objectives;
    - Used to finance the non-Federal share or other match requirement of the project/program or;
    - Deducted from the total project/program allowable cost in determining the net

allowable cost upon which the Federal share of costs is based (federally funded sub-awards) or upon which the state share is based (state funded sub-awards).

If applicable, the NOSA attached to this Agreement identifies the designated application of program income earned by the SUB-AWARDEE. Program income from federally funded sub-awards must be reported on the Federal Financial Report, Standard Form 425. [2 CFR 215.24; 2 CFR Part 230, Appendix A, ¶ 5.c.; OMB Circular A-102, Attachment ¶ 2.e.; 2 CFR 225, Appendix A, ¶ C.4.; 45 CFR 74.24; 45 CFR 92.25]

13. The SUB-AWARDEE and the DEPARTMENT agree that neither shall use any confidential or private information made available by the other party for any purpose other than to fulfill the obligations specified in the APPLICATION and this Agreement unless otherwise required by law, including Ohio public records law [ORC §149.43]. Each party agrees to be bound by all applicable standards for confidentiality and to apply such standards to its employees and agents.

14. Including but not limited to the regulations of the DEPARTMENT, the SUB-AWARDEE agrees to comply with all applicable Ohio and Federal confidentiality, privacy and security laws and regulations, including HIPAA, 42 CFR Part 2, and Ohio Revised Code §§ 5119.27, .28, and 5122.31. The SUB-AWARDEE is responsible for assuring compliance with all such rules by employees, agents and contractors. If SUB-AWARDEE is to create or receive any protected health information (PHI) from or on behalf of the DEPARTMENT, SUB-AWARDEE shall enter into a HIPAA compliant Business Associate Agreement with the DEPARTMENT prior to obtaining access to any PHI. [ORC 5119.27, 5119.28, 5122.31; 42 USC 1320-1320d-8; 42 USC 290dd-2; 42 USC 300x-53]

15. No funds received under this sub-award shall be used for the repayment of any pre-existing loan. The accounts of the SUB-AWARDEE for this sub-award should clearly show the relationship between expenditures and approved and allowable budget items. [2 CFR Parts 215, 220, 225, and 230; OMB Circulars A-21 (Cost Principles for Educational Institutions), A-87 (Cost Principles for State, Local, and Tribal Governments), A-122 (Cost Principles for Non-Profit Organizations), A-102 (Grants and Cooperative Agreements with State and Local Governments), A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations); 45 CFR 92.22 (Uniform Administrative Requirements for Grants and Agreements to State, Local, and Tribal Governments, Allowable Costs)]

16. DEPARTMENT grant-funded Women's Programs must ensure availability of the following:

    a) Clinical approaches that support managed care (improved utilization management systems, such as, enhanced assessment, aftercare provisions for consumers in residential settings, and/or linkage).
    b) Enhanced collaboration with children's services, the criminal justice system, vocational rehabilitation and employment services and other entities serving Medicaid eligible consumers.
    c) Identification and tracking methods for all Medicaid recipients.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to choice of law provisions, as well as applicable federal laws and regulations. Only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and sub-award. The SUB-AWARDEE agrees to comply with all applicable Federal and state laws (including Ohio ethics laws), rules, regulations and accounting principles in the performance of this Agreement. All records relating to costs and work performed, and supporting documentation for invoices submitted, along with copies of all deliverables shall be retained and made available by the SUB-AWARDEE for audit or review by the State of Ohio (including, but not limited to the DEPARTMENT, the Ohio Ethics Commission, the Auditor of the State of Ohio, the Ohio Inspector General, other duly authorized State Officials, law enforcement officials) and other duly authorized agencies of the Federal government for a minimum of three years after submission of final financial and performance reports under this Agreement. DEPARTMENT reserves the right to require submission of such records if deemed necessary. If an audit or review is initiated during that time period, the SUB-AWARDEE shall retain such records until the audit or review is concluded and all issues are resolved. [ORC 9.23 *et seq.*; 2 CFR 215.26; 45 CFR 96.31; 45 CFR 92.26; OMB Circular A-133]

18. No SUB-AWARDEE, SUB-RECIPIENT, employee, agent or subcontractor will discriminate against any SUB-RECIPIENT, employee, agent or subcontractor based on race, religion, national origin, color, gender, sexual orientation, age, handicap/disability, genetic information or military status.

19. SUB-AWARDEE agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of SUB-AWARDEE meet child support obligations established under state law. Further, by executing this Agreement, SUB-AWARDEE certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to O.R.C. section 3121.03.

20. SUB-AWARDEE certifies that it will abide by Ohio's ethics laws as codified in O.R.C. Chapters 102 and 2921, as interpreted by the courts of the State and by the Opinions of the Ohio Ethics Commission.

21. SUB-AWARDEE agrees to comply with the conditions, rates and terms as set forth by the Ohio Office of Budget and Management (OBM) Travel Rule 126-1-02, as it may be amended, with regard to expenses for travel, meals, and lodging.

22. SUB-AWARDEE certifies that its covered individuals, partners, shareholders, administrators, executors, trustees, owners, and their spouses, have not made any contributions in excess of the amounts specified in applicable provisions of ORC § 3517.13(I) and (J).

23. SUB-AWARDEE assures the DEPARTMENT that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24 and that should such a finding be made against the SUB-AWARDEE it will immediately notify the DEPARTMENT. If this assurance is found to be false the Agreement shall be void from its beginning and the SUB-AWARDEE shall immediately repay any funds received under it.

24. SUB-AWARDEE agrees to comply with all applicable state and federal laws regarding smoke-free and drug-free workplaces.

25. SUB-AWARDEE affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order may be found at: http://www/governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf SUB-AWARDEE also affirms, understands and agrees to immediately notify DEPARTMENT of any change or shift in the location(s) of services performed by SUB-AWARDEE or its sub-awardees or subcontractors under this Agreement, and no services shall be changed or shifted to location(s) that are outside of the United States.

    As part of this Agreement, SUB-AWARDEE shall disclose the following:
    a) The location(s) where all services will be performed by SUB-AWARDEE or SUB-RECIPIENT(s) or sub-contractor(s);
    b) The location(s) where any state data applicable to the Agreement will be accessed, tested, maintained, backed-up, or stored by SUB-AWARDEE or any SUB-RECIPIENT(s) or sub-contractor(s);
    c) The principal location of business for the SUB-AWARDEE and any SUB-RECIPIENT(s) or sub-contractor(s).

    Neither the SUB-AWARDEE nor its SUB-RECIPIENT(s) or sub-contractor(s) shall, during the performance of the funded project, change the location(s) of the country where the services are performed or change the location(s) of the county where the data is maintained or made available without prior written approval of DEPARTMENT.

    SUB-AWARDEE will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of DEPARTMENT. Any assignment or delegation not consented to may be deemed void by DEPARTMENT.

Paragraphs 26-34 apply only to sub-awards funded, in whole or part, with federal funds, including federal block grant funds:

26. a) SUB-AWARDEE agrees to and makes the assurances of the Attachments 2 and 3, entitled "Certifications" and "Assurances".
    b) If a State of Ohio agency or instrumentality, SUB-AWARDEE agrees to and makes the assurances of Attachments 2 and 3 and acknowledges that the terms and conditions of this Agreement, including the Certifications and Assurances (Attachments 2 and 3), apply also to any other sub-award received from the DEPARTMENT during the term of this agreement.
    c) SUB-AWARDEE agrees to include Attachments 2 and 3 as required assurances in any sub-recipient award that includes federal funds. Sub-recipient awards that include any Block Grant funds must state the amount provided by the Block Grant and the amount provided by other sources.

27. SUB-AWARDEE further assures DEPARTMENT that the CMHBG and SAPTBG block grant funds will not be used to:
    a) Provide inpatient services (unless prohibition waived for SAPTBG);
    b) Make cash payments to intended recipients of health services;
    c) Purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) and building or other facility, or purchase major medical equipment;
    d) Satisfy any requirement for the expenditure of non-Federal funds as a condition of the receipt of Federal funds;
    e) Provide financial assistance to any entity other than a public or nonprofit entity;
    f) Fund research (excludes evaluation of programs and services included in the consolidated Community Mental Health/Substance Abuse Treatment and Prevention Block Grant Plan); or
    g) Fund lobbying activities intended to influence the Ohio legislature or Congress.

28. SUB-AWARDEE assures DEPARTMENT that its Board and its executives understand and agree that SUB-AWARDEE will:
    a) Comply with requirements for maintaining a financial management system that meets the requirements as set forth in 45 CFR 92.20, 45 CFR 96.30 and 45 CFR 74.21, as applicable;
    b) Maintain internal control over Federal programs that provides reasonable assurance that the SUB-AWARDEE is managing the sub-award in compliance with laws, regulations, and the provisions of this Agreements;
    c) Have the necessary processes and systems in place to comply with applicable reporting requirements of the Federal Funding Accountability and Transparency Act and will report information required under the act, as applicable; and
    d) Comply with laws, regulations, and the provisions of the agreements related to each of its Federal programs.

29. SUB-AWARDEES receiving federal funds must comply with provisions of 45 CFR Part 92, 45 CFR Part 96, 45 CFR Part 74 and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133, as applicable to the type of SUB-AWARDEE.

30. SUB-AWARDEE agrees that it will not use any funds from any source to engage in any political activities in contravention of applicable provisions of federal law, including, but not limited to the "Simpson Amendment," 2 USC § 1611.

31. Restrictions on Lobbying:
    a) No part of any appropriation for this sub-award shall be used, other than for formal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before Congress, except in presentation to the Congress itself or to any State legislative body itself.
    b) No part of any appropriation for this sub-award shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending

before the Congress or any State legislature.

32. None of the funds provided under this sub-award may be used to pay the salary of an individual at a rate in excess of Level I of the Executive Schedule for the federal government.

33. In accordance with the Federal Funding Accountability and Transparency Act of 2006 [P.L.109-282, as amended by § 6202(a) of P.L. 110-252] and implementing regulations at 2 CFR Part 170, the SUB-AWARDEE assures the DEPARTMENT that it has the necessary processes and systems in place to comply with applicable reporting requirements of the Federal Funding Accountability and Transparency Act and will report information required under the act, as applicable.

34. Trafficking in persons.

a) Provisions applicable to a SUB-AWARDEE that is a private entity:

1. You as the SUB-AWARDEE, your employees, SUB-RECIPIENTs under this sub-award, and SUB-RECIPIENTs' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the sub-award is in effect;

ii. Procure a commercial sex act during the period of time that the sub-award is in effect; or

iii. Use forced labor in the performance of this sub-award or any lower tier sub-awards under this sub-award.

2. DEPARTMENT may unilaterally terminate this sub-award, without penalty, if SUB-AWARDEE or a SUB-RECIPIENT that is a private entity —

i. Is determined by the DEPARTMENT to have violated a prohibition in paragraph 33.a.1 of this Agreement; or

ii. Has an employee who is determined by the DEPARTMENT to have violated a prohibition in paragraph 33.a.1 of this Agreement through conduct that is either—

A. Associated with performance under this sub-award; or

B. Imputed to SUB-AWARDEE or the SUB-RECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),"

b) Provisions applicable to a SUB-AWARDEE other than a private entity: DEPARTMENT may unilaterally terminate this sub-award, without penalty, if a SUB-RECIPIENT that is a private entity—

1. Is determined by the DEPARTMENT to have violated an applicable prohibition in paragraph 33.a.1 of this Agreement; or

2. Has an employee who is determined by the DEPARTMENT to have violated an applicable prohibition in paragraph 33.a.1 of this Agreement through conduct that is either—

i. Associated with performance under the sub-award; or

ii. Imputed to the SUB-RECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)."

c) Provisions applicable to any SUB-AWARDEE:
1. SUB-AWARDEE must inform DEPARTMENT immediately of any information received from any source alleging a violation of a prohibition in paragraph 33.a.1 of this Agreement.
2. DEPARTMENT's right to terminate unilaterally that is described in paragraph 33.a.2 or b of this section:
i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
ii. Is in addition to all other remedies for noncompliance that are available to DEPARTMENT under this award.
3. SUB-AWARDEE must include the requirements of paragraph 33.a.1 of this Agreement in any sub-award made to a private entity.

d) Definitions. For purposes of this Agreement:
1. "Employee" means either:
i. An individual employed by SUB-AWARDEE or a SUB-RECIPIENT who is engaged in the performance of this sub-award; or
ii. Another person engaged in the performance of this sub-award who is not compensated by SUB-AWARDEE including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
ii. Includes:
A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Paragraphs 35 and 36 apply only to sub-awards funded, in whole or part, with Community Mental Health Block Grant (CMHBG) funds:

35. SUB-AWARDEE assures DEPARTMENT that it or its parent organization holds permanent 501(c) non-profit status, or is a general or special purpose government entity. [CFDA 93.958; 42 USC 300x-5(a); OMB Guidance 0930-0168] Check one:
☐ Non-profit 501 (c) program ☐ Government entity

36. Use of Funds – Federal CMH Block Grant funds must be used for treatment and recovery supports for adults with mental illness and children with emotional disturbances, as well as the prevention/early intervention, planning, administration, educational, and evaluation activities related to providing these services described in the combined Mental Health and

Substance Abuse Prevention and Treatment Block Grant Plan.

Paragraphs 37-49 apply to sub-awards funded, in whole or part, with Substance Abuse Prevention and Treatment Block Grant (SAPTBG) funds:

37. Use of Funds - Federal SAPT Block Grant funds may be used for planning, carrying out, and evaluating activities to prevent and treat substance abuse and for routinely making available tuberculosis services to each individual receiving treatment for substance abuse [Sec. 1921(b) and 1924(a)]. SAPT Block Grant funds cannot be expended for tuberculosis services if payment has been made, or can reasonably be expected to be made, from other funds [Sec. 1924(c)].

38. Restrictions on Expenditures – SAPTBG funds may not be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS.

39. The purpose of these funds is to provide financial assistance to programs for the delivery of alcohol and other drug services/activities. Any use of funds for equipment, furniture or computer software, or for food purchases must be justified in terms of the relationship of the equipment, furniture or computer software, or the food purchases, to the program or activity. Justification to purchase equipment, furniture, computer software, or food must be submitted to DEPARTMENT for prior approval and include consideration of how the equipment, furniture or computer software, or the food, will be used, why the purchase is necessary, what alternatives were considered, how the cost was determined and why the program considers the cost reasonable. Funds cannot be expended for equipment, furniture or computer software, or food, until approved by OhioMHAS.

40. Treatment Alternatives to Street Crime (TASC) and drug court programs receiving funds from the DEPARTMENT may use only addiction treatment providers that hold current certification from the DEPARTMENT.

41. Nondiscrimination in the Use of SAPT Block Grant Funds [Sec. 1947, Uniform Block Grant Application] *For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of disability under Section 504 of the Rehabilitation Act of 1973* and the Americans with Disabilities Act of 1990, *on the basis of sex and religion under the* Omnibus Budget Reconciliation Act of 1981 (Block Grants), *or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964, programs and activities funded in whole or in part with funds made available under* the SAPT Block Grant are considered to be programs and activities receiving federal financial assistance.

    No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant), or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the SAPT Block Grant.

42. Charitable Choice Provisions and Regulations of SAPT Block Grant Funds [42 C.F.R. 54.8(c)(4) and 54.8(b)] requires DEPARTMENT along with DEPARTMENT SUB-AWARDEEs and providers to:

    a. Ensure that religious organizations that are certified treatment providers offer notice of a client's right to alternative services and to all potential and actual program beneficiaries.
    b. Ensure that religious organizations that are certified treatment providers refer program beneficiaries to alternative services.
    c. Fund and provide alternative services.

43. Substance Abuse Prevention and Treatment Block (Grant Subpart L) Sec. 96.137 Payment schedule: The Block Grant money that may be spent for Secs. 96.124(c) and (e), 96.127 and 96.128 is governed by this section which ensures that the grant will be the ``payment of last resort." The entities that receive funding under the Block Grant and provides services required by the above-referenced sections shall make every reasonable effort, including the establishment of systems for eligibility determination, billing, and collection, to: Collect reimbursement for the costs of providing such services to persons who are entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX, any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and Secure from patients or clients payments for services in accordance with their ability to pay.

44. Confidentiality [Sec. 1943(b)]. (See Federal Register, 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records: Final Rule, June 9, 1987, pages 21796 to 21814.) The SUB-AWARDEE shall ensure that each contract agency has in effect a system to protect from inappropriate disclosure of patient records maintained by the agency.
45. IVDU Outreach [Sec. 1923(b)]. Agencies receiving SAPT Block Grant funds to treat Intravenous drug users (IVDUs) are required to carry out activities to encourage individuals in need of such treatment to undergo such treatment. Documentation of such activities shall be maintained at the SUB-AWARDEE.

46. 90 Percent of Capacity [Sec. 1923(a)]. The SUB-AWARDEE shall ensure that each individual who requests and is in need of treatment for intravenous drug abuse is admitted to a program of such treatment not later than - (A) 14 days after making the request for admission to such a program; or (B) 120 days after the date of such request, if no such program has the capacity to admit the individual on the date of such request and if interim services are made available to the individual not later than 48 hours after such request. The SUB-AWARDEE must submit quarterly to the Department's Division of Treatment and Recovery Services a listing of providers that reach 90 percent of capacity. IN THE EVENT THAT NO PROVIDERS REACH 90 PERCENT OF CAPACITY, THE SUB-AWARDEE MUST SUBMIT THE QUARTERLY REPORTING INDICATING SUCH.

Quarterly reports shall be submitted to DEPARTMENT on the following dates:

January 30
April 30
July 30
October 30

47. Prevention [Sec. 1922(b)]. The SUB-AWARDEE shall comply with expending the minimum amount of federal SAPT Block Grant prevention funds identified in the Department's annual per capita allocation notice to the SUB-AWARDEE. These funds must be used for prevention services to reduce the risk of alcohol and other drug abuse for individuals who do not require treatment for substance abuse. The SUB-AWARDEE shall give priority to programs for populations that are at risk of developing a pattern of such abuse and ensure that programs receiving priority develop community-based strategies for the prevention of such abuse, including strategies to discourage the use of alcoholic beverages and tobacco products by individuals to whom it is unlawful to sell or distribute such beverages or products.

48. Investigations [Sec. 1945]. The SUB-AWARDEE shall ensure provider agency cooperation with state and federal investigators to determine if SAPT Block Grant funds are being used in accordance with federal requirements.

Progress Report [Sec. 1942(a)]. The SUB-AWARDEE shall ensure that each prevention and treatment provider agency maintains data, information, reports and documentation sufficient to describe the activities funded and progress toward achieving the purposes for which the funds were provided. Such information shall be made available to the DEPARTMENT upon request.

49. Tuberculosis Services [Sec. 1924(a)(2)]. Tuberculosis services means - (A) counseling the individual with respect to tuberculosis; (B) testing to determine whether the individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the individual; and (c) providing such treatment to the individual.

The SUB-AWARDEE shall ensure that agencies receiving SAPT Block Grant funds for operating a program of substance abuse treatment (A) will, directly or through arrangements with other public or nonprofit private entities, routinely make available tuberculosis services to each individual receiving treatment for such abuse; and (B) in the case of an individual in need of such treatment who is denied admission to a program on the basis of lack of the capacity of the program to admit the individual, will refer the individual to another provider of tuberculosis services [Sec. 1924(a)(1)].

SUB-AWARDEE will provide to the DEPARTMENT by JULY 31 of each year a report on 1) The number of clients receiving treatment for tuberculosis in the previous fiscal year ending JUNE 30 and 2) The amount of public non-federal dollars expended for tuberculosis treatment including dollars spent by the Board of County Commissioners or county executives and county councils established pursuant to O.R.C. 339.75. Funds spent for

tuberculosis treatment are not limited to those receiving services for substance abuse treatment but include public non-federal funds for all patients receiving tuberculosis treatment.

Paragraphs 50-54 apply only to sub-awards funded, in whole or part, with SAPTBG funds for Women's Gender Specific Programs:

50. An Implementing Agency funded with specific SAPT Block Grant women's set-aside funds to provide substance abuse treatment services to pregnant women and women with dependent children....will directly or through arrangements with other public or nonprofit private entities, make available prenatal care to women receiving such services and, while the women are receiving services, child care [Section 1922(c)].

51. Treatment facilities receiving SAPT Block Grant funds "will ensure that each pregnant woman in the state who seeks or is referred for and would benefit from treatment services is given preference in admission and will publicize the availability to such women of services from the facilities and the fact that women receive such preference [Section 1927(a)].

52. In the event that a treatment facility has insufficient capacity to provide treatment services to pregnant women seeking services, the facility must immediately make a referral to the local ADAMHS/ADAS Board to facilitate admission into another treatment program. If no other treatment program is available, the Board must make a referral to the State. If no other treatment facility in the state is available or the client refuses to attend treatment in another area, interim services must be made available within 48 hours.

53. DEPARTMENT grant-funded Women's Programs must provide child care services, either on-site or referral [PHS Act, Section 1922(c)(3)].

54. SAPTBG grant-funded Women's Programs must ensure availability of the following:
    a. Primary medical care for women receiving substance abuse services, including prenatal care.
    b. Primary pediatric care for children, including immunizations.
    c. Gender specific substance abuse treatment and other therapeutic interventions for women that may address inter-personal relationships, such as, sexual and physical abuse, including domestic violence and parenting.
    d. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs and their issues of sexual and physical abuse and neglect.
    e. Sufficient treatment support and case coordination (case management) to include all necessary support activities to insure that women and their children have access to the services provided by a) through d).

55. The SUB-AWARDEE must use the designated reporting form or electronic reporting form to submit reports and must meet the requirements specified in the APPLICATION, NOSA, or Inter-Agency Agreement. Reporting time periods and due dates will be listed in the NOSA or Inter-Agency Agreement. Reports shall be submitted to the person(s) indicated on the NOSA or Inter-Agency Agreement. Additionally, SUB-AWARDEE agrees to submit all reports

required by DEPARTMENT as necessary to permit the DEPARTMENT to comply with any reporting requirements relating to funds received under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) If reports are not submitted on time the DEPARTMENT may withhold current and future funds from the SUB-AWARDEE.

56. The term of this Agreement & Assurances shall be the longer of the applicable State Fiscal Biennium or the period of the sub-award. Notwithstanding anything in this Agreement to the contrary, SUB-AWARDEE acknowledges that the Ohio Legislature and the Controlling Board of Ohio (each a "Governing Authority") must approve the appropriation and release of funds in connection with DEPARTMENT spending authority for each state biennium. It is agreed that any and all obligations of funds under this Agreement extending beyond the current biennium are contingent upon the continuing availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding authority for the obligations that may be due under this Agreement, then all of SUB-AWARDEE's and DEPARTMENT's obligations under this Agreement, except those that by their nature or by designation survive termination, are terminated as of the date that the funding expires.

Signature

The Executive Officer signing below is authorized to obligate the SUB-AWARDEE and he/she represents that he/she has reviewed and approved this AGREEMENT and ASSURANCES including all attachments on behalf of the SUB-AWARDEE.

For the SUB-AWARDEE:

Type in Sub Awardee Name:

_____ _____

Executive Officer or Authorized Signature — Date

Type in Executive Officer Name Below — Title

ATTACHMENT INSTRUCTIONS

If applicable, please SIGN and insert the following Attachments:

State of Ohio agencies or instrumentalities that have executed and submitted to the DEPARTMENT a set of Certifications and Assurances current through this sub-award period do not need to execute or attach Attachments 2, 3 and 4.

Attachment 2 is the "Certifications" document - **Signature Required**
Attachment 3 is the "Assurances – Non-Construction Programs" – **Signature Required**
Attachment 4 is the "Standard Affirmation and Disclosure—Executive Order 2011-12K" **Information & Signature Required**
Attachment 5 is the "List of Additional Sub-awardee(s) Documents," if multiple documents are attached, designate as 5A, 5B, 5C, etc. – **Information Required as Appropriate**
Attachment 6 is the Notice of Sub-Award (NOSA) or the Intrastate Transfer Voucher (ISTV) - **to be provided by DEPARTMENT upon award**

CERTIFICATIONS: Attachment 2

1. Certification Regarding Debarment and Suspension

The undersigned (authorized official signing for the applicant organization) certifies to be best of his or her knowledge and belief, that the applicant, defined as a lower tier organization in accordance with 45 CFR Part 76, and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with its sub-SUB-GRANTEE and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. Certification Regarding Drug-Free Workplace Requirements

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-AWARDEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—
   (1) The dangers of drug abuse in the workplace;
   (2) The SUB-AWARDEE's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;

(d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will—
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—
   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designed the following central point for receipt of such notices:

Division of Grants Policy and Oversight
Office of Management and Acquisition
Department of Health and Human Services
Room 517-D
200 Independence Avenue, SW
Washington, DC 20201

3. Certification Regarding Lobbying

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence," sets forth requirements regarding disclosure of lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his/her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties.
The undersigned agrees that the applicant organization will comply with the terms and conditions of this award.

1. Certification Regarding Environmental Tobacco Services

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/SUB-AWARDEE (for grants certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The federal awarding agency strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

2. ASSURANCES — NON-CONSTRUCTION PROGRAMS Attachment 3

Note: ***Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.***

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal, gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L.92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970-(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of federal, state and local government employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for

federally assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. Seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et. Seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et. Seq.) Related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et. seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et. seq.) Pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4831 (b) et. seq.) Which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will comply with the Single Audit Act of 1984, as amended, and OMB Circular A-133. SUB-AWARDEES must submit to DEPARTMENT the communications specified in OMB Circular A-133 §_.320(e) within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. DEPARTMENT reserves the right to require SUB-AWARDEE's submission of copies of the audit reporting package described in OMB Circular A-133 §_.320(c) and any management letters issued by the auditor, in accordance with OMB Circular A-133 §_.320(f).

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Attachment 4

DEPARTMENT OF ADMINISTRATIVE SERVICES/
OHIO DEPARTMENT OF MENTAL HEALTH & ADDICTION SERVICES
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)/Sub grantee(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)/Sub grantee(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)/Sub grantee(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 authorized to sign on behalf of entity	City, State, Zip

List of Additional SUB-AWARDEE Attachments

List below any other documents attached by the SUB-AWARDEE or its SUB-RECIPIENT (if any). Next to each item listed please NOTE Proposal and/or AGREEMENT and ASSURANCES item to which they refer. Attach those documents behind this Attachment 4 list.

Attachment 5A: Copy of the liability insurance policy(s), bond coverage or other evidence regarding the assurances set forth in paragraph 8.

Attachment 5B: Copy of the most recent audit.

Attachment 5C:

Attachment 5D:

Attachment 5E:

Attachment 5F:

Ohio Department of Mental Health and Addiction Services
SFY 2015 Budget/Expenditure Form

Implementing Agency: _____

Grant Program Area: _____

Budget Period: _____

State Grant #: _____

For OhioMHAS Internal Use Only	
APPROVED BY	**DATE**

- ***Initial Application***
- ***Budget Revision****
- ***Expenditure Report***

A. Budget Categories:	B. OhioMHAS Funds	C. Other Funds	D. Total Funds
Category I: Personnel Costs			
A1. Personnel	$0	$0	$0
A2. Fringe Benefits	0	0	0
Category II: Non-Personnel Costs			
A3. Consultants	0	0	0
A4. Subscriptions & Publications	0	0	0
A5. Supplies	0	0	0
A6. Printing/Copying	0	0	0
A7. Rent/Lease Expenses	0	0	0
A8. Phone/Utilities	0	0	0
A9. Maintenance/Repair	0	0	0
A10. Rentals	0	0	0
A11. Insurance	0	0	0
Category III: Motor Vehicle/Travel/Food/Conference			
A12. Motor Vehicle	0	0	0
A13. Travel	0	0	0
A14. Food	0	0	0
A15. Conference/Training/Registration	0	0	0
Category IV: Equipment/Furniture			
A16. Equipment/Computer	0	0	0
A17. Furniture	0	0	0
E. *Totals*	**$0**	***$0***	***$0***

When this form is completed as an expenditure report the person submitting must print or type name and sign the document.

Prepared By:_____

Fiscal Signature:_____

Date:

***Prior written approval must be obtained from OhioMHAS before incurring costs that exceed a 10% change between Budget Categories or any change to Category IV.**

ATTACHMENT F2

Budget Narrative

The purpose of this Budget Narrative is to provide a detailed explanation of how expenditures were calculated and the justification for the expended funds for the devoted project.

DIRECT COSTS

a. **Personnel Salaries and Wages (insert total funds devoted to this project)**
Insert explanation of how expenditures were calculated and the justification for the expended funds for the devoted project.

b. **Fringe Benefits (insert total funds devoted to this project)**
Insert explanation of how expenditures were calculated and the justification for the expended funds for the devoted project.

c. **Travel (insert total funds devoted to this project)**
Insert explanation of how expenditures were calculated and the justification for the expended funds for the devoted project.

d. **Equipment (insert total funds devoted to this project)**
Insert explanation of how expenditures were calculated and the justification for the expended funds for the devoted project.

e. **Supplies (insert total funds devoted to this project)**
Insert explanation of how expenditures were calculated and the justification for the expended funds for the devoted project.

f. **Contractual (insert total funds devoted to this project)**
The cost of consultants and other independent contractors (including their invoiced support costs), temporary help, and task and deliverables based sub-contracts (if described in the grant's proposal or subsequently approved by ODMH).

g. **Construction (N/A)**

h. **Other Expenses (insert total funds devoted to this project)**
Insert explanation of how expenditures were calculated and the justification for the expended funds for the devoted project.

Indirect Costs (insert total funds devoted to this project)
Insert explanation of how expenditures were calculated and the justification for the expended funds for the devoted project.

If needed, additional Budget Narrative or business plan information may be provided below:

VENDOR INFORMATION FORM

All applicable parts of the form must be completed by the vendor and returned to Ohio Shared Services signed.

SECTION 1 – PLEASE SPECIFY TYPE OF ACTION

☐ NEW (W-9 OR W-8ECI FORM ATTACHED) ☐ ADDITIONAL ADDRESS (PROVIDE COPY OF INVOICE OR LETTER)

☐ CHANGE OF ADDRESS (PROVIDE ADDRESS TO BE REPLACED IN THE COMMENTS BOX ON NEXT PAGE)

☐ CHANGE OF TIN (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE ATTACHED)

☐ CHANGE OF NAME (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE ATTACHED)

☐ CHANGE OF PAYTERMS ☐ CHANGE OF CONTACT ☐ CHANGE OF PO DISPATCH METHOD

SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION

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

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

TAXPAYER ID # (TIN):

BUSINESS ENTITY: NOTE: IF SOLE PROPRIETOR, THE INDIVIDUAL'S NAME MUST APPEAR IN LEGAL BUSINESS NAME

☐ CORPORATION ☐ PARTNERSHIP ☐ SOLE PROPRIETOR

☐ NON PROFIT ☐ INDIVIDUAL

☐ OTHER (PLEASE EXPLAIN)

INDUSTRY CLASSIFICATION:

☐ STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE

☐ NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE

SECTION 3 – PLEASE PROVIDE COMPLETE ADDRESS

ADDRESS:		COUNTY:
CITY:	STATE:	ZIP CODE:

SECTION 4 – REMIT TO ADDRESS (IF DIFFERENT THAN ABOVE)

ADDRESS:

CITY: | STATE: | ZIP CODE:

SECTION 5 – CONTACT INFORMATION AND PERSON TO RECEIVE PURCHASE ORDER

NAME:

WEB SITE:

PHONE: | FAX: | E-MAIL:

SECTION 6 – IS YOUR BUSINESS CURRENTY CERTIFIED AS? (PLEASE CHECK)

☐ MBE (MINORITY BUSINESS ENTERPRISE) ☐ EDGE (ENCOURAGING DIVERSITY, GROWTH, & EQUITY) ☐ N/A

SECTION 7 – PAYMENT TERMS (PLEASE CHECK ONE, OTHERWISE NET 30 WILL BE APPLIED BY DEFAULT)

☐ 2/10 NET 30 ☐ NET 30 ☐ NET 45 ☐ NET 60 ☐ NET 90

SECTION 8 – PURCHASE ORDER DISTRIBUTION-OTHER THAN USPS MAIL (INPUT E-MAIL ADDRESS OR FAX # BELOW)

E-MAIL:

FAX:

SECTION 9 – PLEASE SIGN & DATE

SIGNATURE: | DATE:

SECTION 10 – AGENCY CONTACT INFORMATION

AGENCY NAME:

PHONE NUMBER: | E-MAIL:

COMMENTS:

SUBMIT FORM TO:

Mail: Ohio Shared Services
4310 E. Fifth Ave. Columbus, OH 43219
Fax number: (614) 485-1039
E-mail: vendor@ohio.gov

QUESTIONS? PLEASE CONTACT:

Phone: 1 (877) OHIO - SS1 (1-877-644-6771)
1 (614) 338-4781
E-mail: vendor@ohio.gov

Form **W-9**
(Rev. October 2007)
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, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

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 Line 1 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

or

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).

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 4.

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

General Instructions

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

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, 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,