

State of Ohio
 Department of Mental Health
 and Addiction Services

REQUEST FOR BID

POSTING Type
 MBE Set-Aside Opportunity ONLY



The original signed document must be submitted to receive consideration for award.		BIDDER NAME	
PROPOSAL NUMBER: MHA16014		STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
PROPOSAL DATE: August 6, 2015		CITY	STATE ZIP
PROPOSAL DUE: August 13, 2015 – By 2:00pm		COUNTY	MBE/EDGE CERTIFICATE NUMBER
REQ./INDEX NO.		TELEPHONE NO.	TOLL FREE NO.
NOTICE DATE		CONTACT PERSON	FAX NO.
		CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should provide terms ____ Days.			
BILL TO: OH Dept. of MH & Addiction Svcs Office of Quality, Planning and Research 30 East Broad Street – 8 th Floor Columbus Ohio, 43215		SHIP TO: OH Dept. of MH & Addiction Svcs Office of Quality, Planning and Research 30 East Broad Street – 8 th Floor Columbus Ohio, 43215	
DELIVERY REQUESTED		DELIVERY OFFERED (IF DIFFERENT)	
F.O.B./DEST. P.P.D.		F.O.B./DEST. P.P.D.	

MBE SET ASIDE IN ACCORDANCE WITH ORC 125.081

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

THIS REQUEST IS FOR:

Evaluator to Conduct Medication Assisted Treatment Program Evaluation

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

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

Submission of Proposal

Electronic bids must be sent to OhioMHASBidOpportunity@mha.ohio.gov. All attachments included in the posting opportunity MUST be submitted with proposal. Bids may be sent via U.S. mail to: OhioMHAS, Attn: Duane Casto, 30 East Broad Street 11th Floor, Columbus, Ohio 43215. The bid number must be clearly marked on the sealed envelope and the bid must be received by the proposal due date and time.

CERTIFICATION STATEMENTS

- I. **DOMESTIC AND/OR OHIO PREFERENCE:** The agency is applying preference for Domestic and/or Ohio preference as defined in the Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06. Bidders claiming preference for Domestic Source End Products and/or the Ohio preference must complete the following information. **Any bidder who intentionally submits false or misleading information in an attempt to receive a bid preference will be immediately disqualified and may be subject to legal action up to and including debarment.** Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

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

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?

<input type="checkbox"/> United States: _____(State)	<input type="checkbox"/> Canada	<input type="checkbox"/> Mexico	<u>(Go to B-1)</u>
<input type="checkbox"/> Other: (Specify Country)_____			<u>(Go to A-2)</u>
2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.

<input type="checkbox"/> Yes (Go to Section B-1)	<input type="checkbox"/> No (Go to Section A-3)
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3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy American Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

	(Item)		(Country of Origin)
	(Item)		(Country of Origin)

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

B. OHIO PREFERENCE (BUY OHIO):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.

<input type="checkbox"/> Yes (Go to II. E.D.G.E. Designation)	<input type="checkbox"/> No (Go to B-2)
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2. Bidder has significant economic presence within the State of Ohio.

<input type="checkbox"/> Yes (Answer a, b, c, d below)	<input type="checkbox"/> No (Go to B-3)
a) Bidder has paid the required taxes due the State of Ohio	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Bidder is registered with the Ohio Secretary of State	
<input type="checkbox"/> Yes (Charter/Registration No.: _____)	<input type="checkbox"/> No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at: http://www.sos.state.oh.us/	
c) Bidder has ten or more employees based in Ohio or border state.	<input type="checkbox"/> Yes <input type="checkbox"/> No (Go to B-2d)
d) Bidder has seventy-five percent or more employees based in Ohio or border state.	<input type="checkbox"/> Yes <input type="checkbox"/> No (Go to B-3)
3. Border state bidder: Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
4. Border state bidder: mined products mined in respective border state Yes No Not Applicable

- II. **E.D.G.E. DESIGNATION:** Is the bidder a certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at: <http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

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

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

SPECIFICATIONS

Project Overview

The purpose of this RFP is to obtain the professional services of a research entity (hereafter "Applicant"), to develop and conduct a program evaluation of the Medication Assisted Treatment (MAT) drug court program conducted pursuant to section 331.90 of Am.Sub.H.B. 64 of the 131st General Assembly.

As part of the state of Ohio biennial budget, the Ohio legislature appropriated funds to the Ohio Department of Mental Health and Addiction Services (OhioMHAS) and charged the department to conduct a program to provide addiction treatment, including MAT, to persons who are offenders within the criminal justice system, eligible to participate in a certified drug court program, and selected to be participants in the program because of their dependence on opioids, alcohol, or both. Information regarding the number and location of drug court sites, the maximum number of individuals to be served, and other program specifics can be found in section 331.90 of Am.Sub.H.B. 64.

As required by section 331.90 of Am.Sub.H.B. 64, OhioMHAS will select a nationally recognized research entity to design and conduct the program evaluation of the MAT drug court program. The awardee will submit a report of its findings to the Governor, Chief Justice of the Supreme Court, President of the Senate, Speaker of the House of Representatives, OhioMHAS, Ohio Department of Rehabilitation and Correction, and any other state agencies collaborating in the conduct of the MAT drug court program. **Applicant Qualifications**

Domestic, public or private, non-profit or for profit organizations meeting the following eligibility requirements are invited to submit a proposal:

- Experience in evaluating multiple court systems across jurisdictions in both urban and rural regions
- Experience in evaluating the use of agonist and antagonist MAT in drug courts
- Track record of scientific publications in the area of MAT
- Experience in health economics, and ethical and patient selection and consent issues
- Internal institutional review board (IRB) exists within organization

Scope of Work

Applicant will propose an approach for developing and implementing an evaluation plan, including study design, performance measures, data collection, data analysis, and time line to meet the objectives described in this RFP.

Applicant must comply with the requirements of and cooperate with OhioMHAS and designated project sites in designing and completing the program evaluation. The selected contractor must provide evaluation results in the form of a final evaluation report no later than June 30, 2017, appropriate for submission to the Governor of the State of Ohio, the Chief Justice of the Supreme Court of Ohio, President of the Senate, Speaker of the House of Representatives, OhioMHAS, and the Department of Rehabilitation and Correction.

3. A. Project Tasks and Deliverables

The selected contractor will conduct an evaluation of Ohio's MAT program in specified drug courts which will include the following deliverables:

Phase 1:

1. Written evaluation plan addressing the items under "3.B. Detailed Requirements" section due by October 1, 2015.
2. Submission of quarterly evaluation progress reports (Form 618) and quarterly fiscal reports (Form 619).

3. Interim report on the annual evaluation results and interpretation of those results due by June 30, 2016.

Phase 2:

1. Draft final evaluation report and interpretation of results due by May 27, 2016.
2. Final written evaluation report and interpretation of results due by June 30, 2017.

Evaluation of Proposals and Award of Contract

All proposals will be reviewed for responsiveness to the requirements of the RFP. Incomplete proposals will not be considered.

- Content, depth of experience and grasp of evaluation of MAT for opioids, alcohol, or both; and familiarity with criminal justice systems and drug courts (Weight: 30 points)
- Proposed evaluation work plan, capacity to provide evaluation services, and overall value to the OhioMHAS MAT drug court program and the citizens of the State of Ohio. (Weight: 50 points)
- Competency and qualification of staff (5 points)
- Budget (Weight: 15 points)

Proposal evaluation possible points: 100

Each applicant shall demonstrate in its proposal that the applicant, its management and employees are experienced and competent and that it has the background and training to perform the services required by this RFP. Award of a contract to one applicant does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the OhioMHAS MAT drug court program. If sub-contracting is proposed, please be explicit regarding the contractor, purpose of the contract, deliverables, and cost.

General Requirements, Project Specific

The primary goal of the program evaluation is to assess the impact outcomes for the MAT program on drug court participants. The successful applicant will conduct a program evaluation over the course of the MAT program.

The MAT program evaluation should assess the MAT program's impact on participants':

- a. Substance use
- b. Criminal justice involvement and recidivism
- c. Comparative response to different medications (partial agonist and antagonist MAT, excluding full agonists) with regards to outcomes
- d. Service utilization
- e. Treatment retention
- f. Employment
- g. Mental health
- h. Physical health
- i. Legal and social problems including arrests, convictions, and commitments to state prisons, sentences to county jails
- j. Treatment satisfaction
- k. Treatment program completion; Drug Court completion
- l. Sober housing

Additionally, the evaluation should assess the barriers and facilitators to implementing and sustaining the MAT program in certified Drug Courts in participating communities. Process measures for the programs should include number of participants, number of treatment completers, number of Drug Court graduates, services delivered, number of persons using specific medications, eligibility for health benefits (including the Medicaid program), length of time and potential hurdles to enrollment in health benefits, use of health benefits as a payer for treatment, benefit package accessible through health benefits, administrative barriers resulting from health benefit coverage, and local court policies and procedures changed. A cost-efficiency analysis must be included. This analysis will provide the State of Ohio with information regarding whether the program investment yields savings over time and compared to the status quo. The evaluation design should be of sufficient rigor to provide evidence establishing whether there is varying treatment response to different partial agonist or antagonist medication assisted treatment regimens over time.

Required Interim and Final Evaluation Report Content

The following elements are required for the evaluation reports to be submitted pursuant to section 3.A.:

For Interim Report:

1. Updates or changes to evaluation plan (if any).
2. Progress on the evaluation (e.g. describe data collection efforts underway) and any issues encountered while conducting the evaluation.
3. Results and interpretation of those results.
4. Implications of the evaluation findings for further program implementation and adaptation.

For Final Report:

1. Results and interpretation of those results, including data derived from the drug testing and performance measures used in the program.
2. Implications of the evaluation findings for further program implementation and adaptation.

2. Questions, Technical Assistance, and Updates

All questions relating to this RFP must be submitted electronically through the Procurement website located at www.procure.ohio.gov. Click "Find it Fast," select "Doc/Bid/Schedule#" in Step 1, enter the Bid/Quote Number in Step 2, click "Find it Fast." The "Submit Inquiry" button is at the bottom of the Opportunity Detail page

No questions will be answered after the deadline for inquiries. Responses will be posted on the State of Ohio Office of Procurement web portal (procure.ohio.gov).

You may NOT contact any OhioMHAS staff member directly with questions regarding this RFP. Contacting staff directly with questions could result in disqualification of a proposal.

Interested parties are required to monitor this website for any updates to the RFP.

3. Proposal Contents

Proposal Format

The combined page limit for the proposal narrative and applicant qualifications and experience sections is 10 single spaced pages in 12 point Times New Roman font. This page limit does not include the cover letter, abstract, the budget table and budget narrative, or appendices. Applicants are expected to adhere to the page limits noted in each section below. Information exceeding the page limits will not be reviewed.

The proposal shall contain the following sections in the following order:

- Cover Letter [5.B.]
- Abstract [5.C.]
- Background and Experience [5.D.]
- Project Staffing and Organization [5.E.]
- Technical Proposal [5.F.]
- Budget Proposal [5.G.]
- Other Required Documentation [5.H.]

Cover Letter

Include a cover letter with the following information (maximum of one page; does not count toward page limit):

- Applicant's name, mailing address, telephone number and website
- Name, telephone number, and email address of a contact person
- Title of this solicitation
- Submission date of the Proposal
- Applicant's total Proposal amount

- Signature of an individual authorized to enter into contracts for the Applicant

Abstract

The Abstract will consist of a summary of the highlights contained in the proposal and will be a maximum of one page, which does not count toward page limit.

Program Evaluation Background and Experience

This section will include information on the applicant's organization and should give details of experience with similar MAT projects, placing a particular emphasis on evaluating programs designed to reduce dependence on opioids, alcohol, or both. Applicants will detail their experience in: 1) evaluating multiple court systems across jurisdictions in both rural and urban settings, 2) evaluating partial agonist and antagonist MAT in drug courts, 3) demonstrating a significant track record of scientific publications in the area of MAT with particular emphasis on medication effectiveness, 4) health economics, and 5) ethical patient selection and consent. The applicant will also provide evidence that they have an internal Institutional Review Board (IRB). ***Samples of peer reviewed publications by the applicant related to previous evaluation projects in MAT must be submitted as appendices to be considered for the award.***

Project Staffing and Organization

This section must include the proposed staffing, deployment, and organization of personnel to be assigned to this project. At any point after contract award, staffing changes may be made only through the mutual consent of the selected Applicant and the MAT program manager.

The Applicant shall provide information as to the qualifications and experience of all key personnel to be assigned to this project, including resumes citing experience with similar projects with a particular emphasis on evaluation of addictions treatment and evaluations of programs designed to reduce dependency on opioids, alcohol, or both, and the responsibilities to be assigned to each person.

Technical Proposal

The Technical Proposal should address the applicant's project plan and work methods that will be utilized to implement the scope of work outlined in Section 3.

The following elements must be addressed in the technical proposal:

1. Aims of the evaluation, including proposed key evaluation outcomes questions
2. Evaluation framework to assess the aims (e.g., performance measures, context, process, outcomes)
3. Evaluation methods including:
 - Study Design: Describe the study design, including both qualitative and quantitative components when appropriate. For quantitative analysis, the use of comparison or control groups and designs that assess change over time (pre-post) is required. A combination of retrospective and prospective methods is encouraged to provide sufficient evidence of effectiveness.
 - Study population: Describe the population to be included in the evaluation. Specify inclusion and exclusion criteria for participation in the evaluation, and the recruitment strategy. Include in this section any proposed incentives. Include power analyses to determine the necessary number of participants needed to detect an intervention effect.
 - Data sources and data collection methods: Describe the data collection approach to answer key evaluation questions, which may include implementing surveys, analysis of existing datasets, interviews, drug tests, etc...
 - Data analysis: Describe the analytic methods that will be used.

Budget Proposal

Proposals must provide a budget for all proposed costs to complete the tasks described in the project proposal and include a budget narrative that specifies each resource that will be assigned to a task, including the resource's hourly rate, the estimated number of hours that the resource is expected to expend on the task, and the extended rate for that resource on that task. The proposed budget must include all of the applicant's expenses, including all travel expenses and incentive payments for participants if any. All travel must be at state of Ohio rate. Proposed budget shall indicate amounts per State fiscal year (FY 2016=7/1/15-6/30/16; FY 2017=7/1/16-6/30/17).

Other Required Documentation

Required Certification for Bidding
 Standard Affirmation and Disclosure Form
 Controlling Board Vendor Questions
 Vendor Information form

4. Proposal Submission

Proposal Due Date: 2:00 p.m., August 13, 2015.

Proposals must be received by this time to be considered. Risk of delay or failure of delivery rests with the applicant.

Where to Submit:

Electronic bids must be sent to OhioMHASBidOpportunity@mha.ohio.gov. All attachments included in the posting opportunity MUST be submitted with proposal. Bids may be sent via U.S. mail to: OhioMHAS, Attn: Duane Casto, 30 East Broad Street 11th Floor, Columbus, Ohio 43215. The bid number must be clearly marked on the sealed envelope and the bid must be received by the proposal due date and time.

Anticipated Date of Award Announcement: It is anticipated that the contract award will be made by September 25, 2015

Contract Engagement Period: The term of this contract will be from the date of the purchase order through June 30, 2017.

5. Conditions of Award

- A. OhioMHAS 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. OhioMHAS reserves the right to ask clarifying questions, issue conditional awards, and negotiate a best and final proposal with one or more applicants(s). OhioMHAS reserves the right to waive errors and omissions that do not materially affect the proposal. Errors and omissions may result in lower evaluation scores or rejection of the proposal.
- B. OhioMHAS will not be liable for any costs incurred by applicant in responding to this RFP, regardless of whether the department awards through this process, cancels the RFP, or makes the award through a different process.
- C. Selected Applicant will execute the OhioMHAS Personal Services Contract, attached as Appendix B. The contract will consist of that document, this RFP, as it may be amended, and the final accepted Proposal.
- D. Selected contractor 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.
- E. Any modifications to tasks within this contract will be defined, documented and mutually agreed upon by the Applicant and the OhioMHAS MAT program manager prior to starting work on the modified task. Amendments to the contract for tasks are limited to an extension of time for project completion.
- F. The OhioMHAS MAT project manager reserves the right to renegotiate the services deemed necessary to meet the needs of this project according to OhioMHAS priorities. OhioMHAS and the Applicant must mutually agree to all changes. Renegotiated services outside the scope of the original contract will require contract amendment prior to commencement of work.
- G. OhioMHAS and the Applicant are mutually obligated to keep open and regular channels of communication in order to ensure the successful execution of this contract. Both parties are responsible for communicating any potential problem or issue to the Deputy Director of the OhioMHAS Office of Quality, Planning, and Research within three business days of becoming aware of the problem.
- H. Implementation Deadline: Once awarded, applicants will have approximately 30 days from the date of the purchase order to commence evaluation activities.
- I. **Deadline for Completion of Funded Work: June 30, 2017**

STATE OF OHIO

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

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

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

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

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

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

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

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

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

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

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

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

I-9. Use of Social Security Numbers as Federal Tax Identification Numbers. The State requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

I-10. Expenditure of Public Funds on Offshore Services. The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Offeror must complete the attached [Contractor/Subcontractor Affirmation and Disclosure form 5.2.8](#) to abide with Executive Order 2011-12K affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S-19. Independent Contractor Acknowledgement. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

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

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

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

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

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

Company Name

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

[Print Name & Title]

Date

Date

Ohio Department of Mental Health and Addiction Services Personal Service Contract

Section A: Contract Parties

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

Name of Hospital, Division, or Other Entity Ohio Department of MH and Addictions	Address (Street, City, State, Zip) 30 East Broad Street, Columbus, OH 43085
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AND:

Name of Contractor	Address (Street, City, State, Zip)	OAKS Vendor ID	Add. Code
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Section B: Effective Dates

This contract is effective from October 1, 2015 through June 30, 2017 .

Section C: OhioMHAS Coding

Bus. Unit	FUND	Account	ALI	Dept. ID	Prog.	Grant/Proj	Project	Report	Agency Use
DMH01									

Personal Service Contract

I. STATEMENT OF WORK

- a. Contractor shall undertake the work and activities set forth in the Scope of Work, which is attached hereto as Exhibit I, and incorporated by reference as if fully written herein. Contractor shall consult with Ohio Department of Mental Health and Addiction Services (OhioMHAS) personnel and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.
- b. It is fully understood and agreed that Contractor and all employees and subcontractors providing services to OhioMHAS under this Contract is/are independent contractor(s) and is/are not an agent, servant, or employee of the State of Ohio or OhioMHAS for any purpose, including for the purposes of Chapter 145 of the Ohio Revised Code. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business.
- c. Contractor shall furnish professional services performed in accordance with standards necessary for the satisfactory performance of the work hereunder. OhioMHAS shall not be required to provide any training to the Contractor to enable it to perform services required hereunder. Contractor agrees that it does not have any authority to sign agreements, notes, and/or obligations or to make purchases and/or dispose of property for, or on behalf of, the State of Ohio or OhioMHAS.
- d. Unless stated otherwise in the Scope of Work, Contractor shall furnish its own support staff, materials, tools, equipment, and other supplies necessary for the satisfactory performance of the work hereunder. Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this contract, unless stated otherwise.
- e. Any travel-related expenses incurred by the Contractor under this contract shall be at the Contractor's expense.
- f. OhioMHAS may, from time to time as it deems appropriate, communicate specific instructions and requests to Contractor concerning the performance of the work described in this contract. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work described herein remains with and is retained by the Contractor. OhioMHAS retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the contract.
- g. The Contractor must receive written approval from OhioMHAS prior to entering into any subcontract or joint venture for the delivery of services required by this contract. If the Contractor enters into any agreement with a subcontractor, the Contractor is ultimately responsible for any and all actions or omissions by the subcontractor in the delivery of services under this contract.

- i. Throughout the term of this contract, the Contractor shall provide OhioMHAS with copies of all current licensure, certification, and/or accreditation, including any renew or re-issuance thereof, for any employee or subcontractor, providing services under this contract.
- ii. The Contractor agrees that while operating in an OhioMHAS facility, the Contractor and/or any employee or subcontractor of the Contractor, shall follow all applicable rules and regulations for that facility.

II. TIME OF PERFORMANCE

- a. This contract shall **commence** on October 1, 2015 and shall **expire** on June 30, 2017.
- b. In the event that the work hereunder is to be done in separate phases or tasks, each phase or task shall be completed within the time prescribed.
- c. Upon the expiration of this contract, OhioMHAS and the Contractor may renew this contract under the same terms and conditions stated herein. Such renewal shall be by written addendum executed by the both parties evidencing their agreement to renew the contract. In the event that the parties hereto do not execute an addendum evidencing the parties' agreement to renew this contract, the contract shall expire on the date set forth above and neither party to this contract shall have any further obligations hereunder.

III. COMPENSATION

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

- To pay to Contractor, upon completion of each deliverable or task and upon actual receipt of proper invoices, compensation at the rate(s) specified in Exhibit I; or
- To pay to Contractor, upon actual receipt of proper invoices, compensation at the hourly rate(s) specified in Exhibit I for services performed; or
- A lump sum amount of \$_____ for services performed in accordance with Exhibit I.

- b. It shall be mutually agreed and understood between both parties that the total amount to be paid by OhioMHAS to the Contractor under this contract shall in no event exceed the sum of \$_____ unless Contractor receives prior approval from OhioMHAS or when required, approval of the Controlling Board and is so notified of such approval by OhioMHAS in writing.
- c. In accordance with Section 126.30 of the Revised Code, and any applicable rules thereto, OhioMHAS shall make prompt payment for any services acquired from the Contractor. Upon receipt of a proper invoice and unless otherwise stated, payment shall be made within thirty (30) calendar days. The adequacy and sufficiency of all invoices shall be determined solely by OhioMHAS. If OhioMHAS determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required, the burden of providing the required information or documentation is on the Contractor. OhioMHAS shall notify the Contractor in writing of the inadequacy or insufficiency and may provide any information necessary to correct the inadequacy or insufficiency. If such notification of inadequacy or insufficiency is sent, the

- required payment date shall be thirty (30) days after receipt of the corrected invoice.
- d. All invoices for services rendered under this contract must be submitted by the Contractor no later than sixty (60) days after the expiration of the contract term. No payment shall be issued for invoices submitted more than sixty (60) days past the expiration of the contract term.
 - e. It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the General Assembly and the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time that OhioMHAS gives the Contractor written notice that such funds have been made available to it, by the State's funding source.

IV. GENERAL PROVISIONS

- a. **ENTIRE AGREEMENT:** The contract, when signed by both parties, along with any attachments, constitutes the entire agreement between the parties herein. No rights herein will be waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written, or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- b. **AMENDMENTS:** OhioMHAS and the Contractor agree that any amendment or modification including, but not limited to a change in the rate(s) or type(s) of service shall require a written agreement signed by both parties.
- c. **GOVERNING LAW:** This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio, without regard to choice of law provisions, and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract or performance thereunder.
- d. **CONTRACT CONSTRUCTION:** This contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- e. **HEADINGS:** The headings used in this contract are for convenience only and will not affect the interpretation of any of the contract terms and conditions.
- f. **ORDER OF PRIORITY:** If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.
- g. **SEVERABILITY:** If any provision of this contract or the application of any provision of this contract is held to be contrary to law, the remaining provisions will remain in full force and effect.
- h. **ASSIGNMENT / DELEGATION:** The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this contract without prior written consent of OhioMHAS. Any assignment or delegation not consented to may be deemed void bby OhioMHAS.

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

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

- j. **BUSINESS ASSOCIATE AGREEMENT:** If applicable, the Contractor agrees to execute the OhioMHAS business associate agreement relating to services rendered under this contract.
- k. **ACCREDITATION STANDARDS:** The services to be performed under this contract shall meet standards required by the Joint Commission, Centers for Medicaid & Medicare Services or other accrediting or certifying organizations, as appropriate.
- l. **AUDITS and RECORDS INSPECTION:** The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

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

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

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

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

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

- n. **DRUG-FREE WORKPLACE:** The Contractor agrees to comply with all applicable state and federal laws regarding smoke-free and drug-free workplaces. The Contractor agrees to require that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- o. **OWNERSHIP:** OhioMHAS shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by the Contractor, subcontractor or any person acting on behalf of the contractor pursuant to this agreement. No such documents or other materials produced (in whole or in part) with funds provided to the Contractor by OhioMHAS shall be subject to copyright, trademark or patent by the Contractor in the United States or any other country.
- p. **PUBLICITY:** The Contractor will not advertise that it is doing business with the State or use this contract as a marketing or sales tool without prior, written consent of the State.
- q. **OHIO ELECTIONS LAW:** Contactor, by signature affixed on this document, hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC 3517.13 are in full compliance with divisions (I)(1) and (J)(1) of ORC 3517.13.
- r. **PROHIBITION OF THE PURCHASE OF OFF-SHORE SERVICES & LOCATION OF SERVICES, DATA:** The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John R. Kasich and shall abide by those requirements in the performance of this contract, and shall perform no services required under this contract outside of the United States. The Executive Order is available at the following website: (<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>).

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

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

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

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

- t. STRICT PERFORMANCE: The failure of either party at any time to demand strict performance by the other party of any of the terms of this contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.
- u. TAXES: The Contractor affirms that it is not delinquent in the payment of any applicable federal, state, and local taxes and agrees to comply with all applicable federal, state and local laws in the performance of the work hereunder.

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

- v. WORKERS' COMPENSATION: The Contractor must maintain workers' compensation insurance as required by Ohio law and the laws of any other state where work is performed under this contract. The Contractor must submit proof of workers' compensation insurance upon request.
- w. UNRESOLVED FINDINGS: The Contractor warrants that it is not subject to an unresolved finding for recovery as defined in O.R.C. 9.24. If the warranty is deemed to be false, this contract is void *ab initio* and the Contractor shall immediately repay the State any funds paid under this contract.
- x. OHIO ETHICS: The Contractor is responsible to review and comply with all relevant provisions of O.R.C Chapters 102 and 2921, as interpreted by the courts of the State and by the opinions of the Ohio Ethics Commission. In addition, the Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws.

V. TERMINATION

- a. UNILATERAL TERMINATION: Prior to the expiration of the term of this contract, either party may unilaterally terminate this contract with thirty (30) days written notice to the other party.
- b. DEFAULT: If the Contractor fails to perform any of the requirements of this contract, or is in violation of a specific provision of this contract, OhioMHAS may provide the Contractor written notice of the failure to perform or the violation and shall provide a thirty (30) day period to cure any and all defaults under this contract. During the thirty (30) day cure period, the Contractor shall incur only those obligations or expenditures which are necessary to enable the Contractor to continue its operation and achieve compliance as set forth in the notice. Should the Contractor fail to comply within OhioMHAS's cure period, the Contractor shall be held in default of this contract and the contract shall terminate at the end of the thirty (30) day cure period.
- c. TERMINATION OF SERVICES: In the event of termination, the Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of OhioMHAS. OhioMHAS shall not be liable for any further claims. Any payments made by OhioMHAS in which services have not been rendered by the Contractor shall be returned to OhioMHAS.

VI. CONTRACT REMEDIES

- a. **ACTUAL DAMAGES:** The Contractor is liable to OhioMHAS for all actual and direct damages caused by Contractor's default. OhioMHAS may buy substitute services from a third party for those that were to be provided by the Contractor. OhioMHAS may recover from the Contractor the costs associated with acquiring substitute services, less any expenses or costs saved by the Contractor's default.
- b. **LIQUIDATED DAMAGES:** If actual or direct damages are uncertain or difficult to determine, OhioMHAS may recover liquidated damages in the amount of one (1) percent of the value of the deliverable that is the subject of the default, for every day that the default is not cured by the Contractor.

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

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

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

STATE OF OHIO
Ohio Department of Mental Health and
Addiction Services

CONTRACTOR

Director Date

Signature Date

Print Name

OhioMHAS Procurement Officer Date

Approved as to form:

Office of Legal Services Date

Exhibit 1

Contract Parties

OhioMHAS Facility/Division (Name and Address)

Ohio Department of Mental Health and Addiction Services, 30 East Broad Street, Columbus, OH 43215

Compensation:

To be determined.

Scope of Work:

Applicant will develop and implement an evaluation plan, including study design, performance measures, data collection, data analysis, and time line to meet the objectives described in this RFP.

Applicant must comply with the requirements of and cooperate with OhioMHAS and designated project sites in designing and completing the program evaluation. The selected contractor must provide evaluation results in the form of a final evaluation report no later than June 30, 2017, appropriate for submission to the Governor of the State of Ohio, the Chief Justice of the Supreme Court of Ohio, President of the Senate, Speaker of the House of Representatives, OhioMHAS, and the Department of Rehabilitation and Correction.

Project Tasks and Deliverables

The selected contractor will conduct an evaluation of Ohio's MAT program in specified drug courts which will include the following deliverables:

Phase 1:

1. Written evaluation plan due by October 1, 2015.
2. Submission of quarterly evaluation progress reports (Form 618) and quarterly fiscal reports (Form 619).
3. Interim report on the annual evaluation results and interpretation of those results due by June 30, 2016.

Phase 2:

1. Draft final evaluation report and interpretation of results due by May 27, 2017.
2. Final written evaluation report and interpretation of results due by June 30, 2017.

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds for Offshore Services

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

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

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

1. Principle location of business of Contractor/Grantee:

 (Address) (City, State, Zip)

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

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

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

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

 (Address) (City, State, Zip)

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

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

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

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

(Address) (City, State, Zip)

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

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

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

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

For the Contractor/Grantee:

Signature Date

Entity Name Address (Principal Place of Business)

Printed name of individual authoized to sign on behalf of entity. City, State, Zip

Vendor Controlling Board Required Questions

To be completed by Vendor

1. Is this contractor in compliance with Buy America and Buy Ohio*? Explain.
2. Provide the following Employee Information:

	<u>Nationwide</u>	<u>Ohio</u>
Total Number of Employees:		
Percentage of Women:		
Percentage of Minorities:		
3. What percent of the work will be done by subcontractors?
If more than 50 percent, provide the same information for each subcontractor as requested in number 2 above for the contractor.
4. Provide all subsequent renewal schedules (beginning and ending dates) and amounts associated with this contract. A contract renewal is the exercise of an option to enter into a subsequent contract with a vendor in accordance with renewal provisions specified in a preceding contract.
5. Is this contractor currently performing services for the Ohio Department of Mental Health? If yes, for each contract please provide the date that the contractor first began performing services as well as the ODMH location at which the services are being performed.

*Buy America/"Domestic End Product" means:

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

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

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



VENDOR INFORMATION FORM

Required sections must be completed or the form will not be processed. Incomplete forms will be returned. All information must be legible. Ensure this is the latest version of the form at www.ohiosharedservices.ohio.gov.

SECTION 1 – PLEASE SPECIFY TYPE OF ACTION (REQUIRED)

- NEW (**W-9 OR W-8ECI FORM ATTACHED**) CHANGE OF CONTACT PERSON/INFORMATON
 ADDITIONAL ADDRESS
 CHANGE OF ADDRESS – (**PLEASE PROVIDE OLD ADDRESS BELOW OR ATTACH LETTER**)

ADDRESS TO BE REPLACED:

 CHANGE OF TIN (**W-9 & A CHANGE OF TIN FORM**) CHANGE OF NAME (**W-9 & A CHANGE OF NAME FORM**)
 CHANGE OF PAY TERMS CHANGE OF PO DISPATCH METHOD OTHER _____

SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION (REQUIRED)

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

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

FEDERAL EMPLOYER ID (EIN) OR SOCIAL SECURITY NUMBER (SSN)¹:

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SECTION 3 – REMIT TO ADDRESS (REQUIRED)

ADDRESS:		COUNTY:
ADDRESS (CONT.):		
CITY:	STATE:	ZIP CODE:
CONTACT NAME:		
PHONE:	FAX:	E-MAIL:

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

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

SECTION 5 – CONTACT PERSON TO RECEIVE E-MAIL NOTICE OF BID EVENTS - A USER ID & PASSWORD WILL BE SENT TO THE E-MAIL ADDRESS BELOW – (BUSINESSES ONLY)

NAME:

E-MAIL:

TO ADD AN ADDITIONAL OR TO REPLACE THE CURRENT STRATEGIC SOURCING (SS) CONTACT

ADDITIONAL STRATEGIC SOURCING CONTACT REPLACE SS CONTACT **(WILL BE MARKED INACTIVE)**

NAME:

E-MAIL:

SECTION 6 – PAYMENT TERMS (PLEASE CHECK ONE – IF NONE IS SELECTED THEN NET 30 WILL APPLY

Invoices will be paid in 30 days from invoice date unless an alternate pay-term is selected below

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

SECTION 7 – PURCHASE ORDER DISTRIBUTION–OTHER THAN USPS MAIL (ONLY APPLICABLE TO THOSE RECEIVING POs)

E-MAIL OR FAX:

SECTION 8 – PLEASE SIGN & DATE (REQUIRED)

PRINT NAME:

SIGNATURE: (HANDWRITTEN SIGNATURE REQUIRED)

DATE:

SECTION 9 – STATE OF OHIO AGENCY CONTACT PERSON (AGENCY RECEIVING PAYMENTS FROM)

AGENCY CONTACT NAME/E-MAIL/PHONE:

COMMENTS:

Note: This document contains sensitive information. Sending via non-secure channels, including e-mail and fax can be a potential security risk.
1 Pursuant to 26 USC 6109, the state is required to collect TIN/EIN/Social Security numbers and to use the numbers in its annual report to the IRS the amount the state has paid each vendor.

SELECT ONE OF THE FOLLOWING METHODS FOR DOCUMENT SUBMISSION:

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

QUESTIONS? PLEASE CONTACT:

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

