REQUEST FOR PROPOSALS (RFP)

RFP Number: MHA17354

The Ohio Department of Mental Health and Addiction Services (MHAS), Hospital Services, is requesting proposals for:

MIDD Training and Consultation

A Minority Business Enterprise (MBE) Opportunity Only

For the Period: **State Fiscal Year 2021 – Sept. 1, 2020 through June 30, 2021**

RFP Issued: 8/7/2020
Inquiry Period Begins: 8/7/2020
Inquiry Period Ends: 8/19/2020
Proposals Due: 8/21/2020

Submit Proposals via e-mail to:

The Ohio Department of Mental Health and Addiction Services
MHOhioMHASBidOpportunity@mha.ohio.gov

This RFP consists of five (5) parts and two (2) attachments, totaling sixteen (16) consecutively numbered pages. Please verify that you have a complete copy.

Please submit all inquiries about this RFP through the State Procurement web site at www.ohio.gov/procure. Please refer to Part Three of this RFP, "General Instructions", for instructions on submitting inquiries through the State Procurement web site. All responses to inquiries submitted by Proposers will be posted on the State Procurement website for viewing by all prospective Proposers.

Ohio | Department of Mental Health and Addiction Services

PART ONE: STRUCTURE OF THIS RFP

PARTS

Part One	Structure of this RFP
Part Two	Information on requested services
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Contract Award

ATTACHMENTS

Appendix 1 – Standard Affirmation and Disclosure Form

- Standard Affirmation and Disclosure Form must be signed by an authorized official of Proposer's organization and must be included for any proposal to be scored

Appendix 2 – Contractor Information Form

- Contractor Information Form must be completed and submitted with the proposal.

PART TWO: SERVICES REQUESTED INFORMATION

I. MISSION & GUIDING PRINCIPLES

The mission of the Ohio Department of Mental Health and Addiction Services (MHAS) is to provide statewide leadership of a high-quality mental health and addiction prevention, treatment and recovery system that is effective and valued by all Ohioans. MHAS strives to be a national leader in implementing a comprehensive, accessible, and quality-focused system of addiction and mental health care and wellness for all Ohio citizens.

II. PURPOSE

The Ohio Department of Mental Health and Addiction Services (MHAS) is seeking proposals from qualified contractors to provide consultation (either in person or via telehealth) for patients hospitalized in the RPHs, in-service trainings on MIDD topics (either in-person or electronically), and develop a training module(s) for use at RPH new hire orientation

III. BACKGROUND

OhioMHAS provides inpatient mental health care at our six regional psychiatric hospitals. Each site is accredited by the Joint Commission to create a high-quality hospital system that is the state mental health inpatient safety net. The criteria for admission to the hospital is defined by statute and is based on criteria of dangerousness to self or others due to mental illness as determined by a mental health professional. We serve patients who are uninsured or indigent as well as those involved with the criminal court system OhioMHAS also serves a small group of patients with insurance that are unable to be treated by their insurer's contracted provider network. Statewide capacity is typically at 96 percent occupancy in the 1,133-bed system. During FY18, there were 5,922 admissions for inpatient care.

The hospitals treat some special populations that include individuals that are diagnosed as mentally ill and developmentally disabled (MI/DD). These individuals create clinical challenges for our treatment providers that contribute to longer lengths of stay and various issues for care providers. Adding a clinical consultant who is more familiar with this population will be helpful as the hospital treatment providers develop and implement a plan of care.

IV. SCOPE OF WORK AND DELIVERABLES

Provide up to 125 hours of consultation (either in person or via telehealth) for patients hospitalized in RPHs. Consultation may be requested for patients with MIDD for any of the following:

a. Diagnosis and diagnostic dilemmas;
b. Formulation of treatment plans;
c. Assistance in identifying and implementing behavioral interventions and ancillary services;
d. Guidance on the use of best practices and evidence-based medicine principles adapted for MIDD patients (and Expert Consensus Guidelines for MIDD);
e. Enhancement of services and specialized supports for patients on the RPH units;
f. Assistance in discharge planning to facilitate prompt return to the community and the least restrictive environment;
g. Communication with County Boards of Developmental Disabilities (DD) and/or linkage to appropriate community services such as telepsychiatry, counseling, trauma informed care and other specialized services as applicable;
h. Facilitation of care and planning on the inpatient units and during the transition to the community for patients with cognitive deficits who are ineligible for County Boards of DD services (those with

traumatic brain injury (TBI), no OEDI or COEDI performed prior to age 22 years, refusal of services by County Board of DD, etc.);

i. Provide written summaries of all consults as requested.

Provide up to six (6) in-service trainings on MIDD topics (either in-person or electronically) at the discretion of OhioMHAS. Trainings will be one to two hours in length.

Develop a curriculum training module(s) for use at RPH new hire orientation to facilitate and improve care of patients with MIDD during hospital stays. Materials will be available to all OhioMHAS staff.

V. MINIMUM QUALIFICATIONS OF CONTRACTOR

The clinical consultant shall possess medical board certification in psychiatry

Demonstrate 10 years' experience in providing MI/IDD consultation services. Including the following: development of clinical consultation reports on the MI/IDD population.

Contractor shall not be subject to an "unresolved" finding for recovery under Section 9.24 of Ohio Revised Code.

VI. ETHICAL AND CONFLICT OF INTEREST REQUIREMENTS

No contractor or individual, company or organization seeking a contract shall promise or give to any MHAS employee any item of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.

No contractor or individual, company or organization seeking a contract shall solicit any MHAS employee to violate any of the conduct requirements for employees.

Any contractor acting on behalf of MHAS shall refrain from activities that could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirement and prohibitions defined Section 102.03 or Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by MHAS to enter into a contract.

PART THREE: GENERAL INSTRUCTIONS

The following sections provide a calendar of events, details on how to respond to this RFP and how to get more information about this RFP. All responses must be complete and in the prescribed format.

I. CALENDAR OF EVENTS & ONLINE INFORMATION

The schedule for this RFP is given below and is subject to change. MHAS may change this schedule at any time. If MHAS changes the schedule before the Proposal Due Date, it will do so through an announcement on the State Procurement web site area for this RFP at the following link: http://procure.ohio.gov/proc/index.asp. The web site announcement will be followed by an addendum to this RFP, which also will be made available through the same State Procurement web site.

It is each prospective Proposer's responsibility to check the State Procurement web site's question-and-answer area for this RFP for current information and the calendar of events scheduled through award of any contract.

Other than by adherence to the RFP Inquiry process, set forth below, no contact related to this RFP shall be made with MHAS until a contract award is announced. Notwithstanding this prohibition, MHAS, at its sole discretion, may request additional information as part of the review process outlined below.

Firm Dates

RFP Issued:	8/7/2020
Inquiry Period Begins:	8/7/2020
Inquiry Period Ends:	8/19/2020 8:00 am
Proposal Due Date:	8/21/2020 at 2:00 pm

Estimated Dates

Contract Award Notification:	8/30/2020
Issuance of Purchase Order:	To be determined

II. PROPOSAL FORMAT

Proposals must be prepared in accordance with instructions in this section. The proposal must clearly outline how each of the deliverables of Part 2 Section IV will be completed and with the time frames specified in that same section.

To be accepted, a proposal must include a technical proposal and a cost proposal as described in this section, contain all the information specified for each of the categories listed in this section, and meeting the requirements of this section

A. Technical Proposal

a. Transmittal letter includes:
   - Identifies the bidder
   - The name, title, address, and telephone number of the proposer's contract person with authority to answer questions concerning the RFP
   - The name, title, address, telephone number, and email address of the proposer's contact person with authority to execute a contract on behalf of the

proposer.

b. Organizational experience including:
   - Information on the background of the firm or individual, including background information of any subcontractor(s)
   - Any prior experience relevant to this RFP (includes current contact names and phone numbers for these references), and a list of similar projects currently underway by the proposer or by any subcontractor(s) as well as completed over the past three (3) years. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources.

c. Technical Approach and work plan that indicates how the proposer plans to address the purpose, objectives and deliverables, within the timeframes as stated in this RFP.
   - A procedure for reporting the status of the project, including work completed.
   - A proposal for how coordination will occur and how information will be shared with MHAS
   - A chart indicating the names of staff and staff hours/activities/tasks linked to the responsibility of each of those individuals involved in each deliverable of the project
   - Samples of previous related projects

d. Personnel Qualifications
   - Must include names, resumes, education, and experience of personnel listed in the table of organization/personnel chart for this project (including any subcontractors), and fully explain how their education and experience is relevant to the sections ____ of this RFP.
   - MHAS shall require a clause in the resulting contract regarding key personnel that any person identified as critical to the success of the project may not be removed without reasonable notice to MHAS.
   - One Project Manager shall be named on behalf of the proposer. All correspondence shall be directed through this named individual.

B. Cost Proposal

The cost proposal must indicate the total cost for the entire project and a separate cost breakdown for state fiscal year 2021 for the following elements.

Provide up to 125 hours of consultations.
Provide up to six (6) in-service trainings on MIDD topics.
Develop a training module(s) for use at RPH new hire orientation.

Travel cost should be encompassed within the cost of the deliverables. Travel is not to be listed separately. For purposes of this RFP, travel includes all modes of transportation (airfare, tax, car rentals, etc.), lodging expenses, meals, and cost of communications by phone, mail, e-mail, or fax.

III. PROPOSAL SUBMITTAL

Proposals must be submitted in the following manner:

- **Proposals must be submitted via e-mail by no later than 8/21/2020 by 2:00 pm to MHOhioMHASBidOpportunity@mha.ohio.gov**.

- Subject of email should be “RFP MHA17354”
- All pages must be numbered consecutively using the format “Page [#] of [total number of pages]” (e.g., Page 2 of 20).
- Standard Affirmation and Disclosure form completed and submit with proposal
- Contractor Information form completed and submit with proposal
- Personal Service Contract form completed and submit with proposal

No proposals or corrections/additions to submitted proposals will be accepted after the Proposal Due Date and time. Proposals that are submitted after the Proposal Due Date and time will not be scored.

Proposals that are not submitted in the format requested will not be scored. Proposals that do not contain all of the required information will not be scored.

All costs incurred in the preparation of the Proposal shall be borne by the Proposer alone, and MHAS shall not contribute, in any way, to the cost of the preparation of the Proposal.

Any and all documents developed by the Proposer during the course of this project will be provided to MHAS upon request and will become the property of MHAS, and the Proposer shall not assert any claims arising under copyright or otherwise inconsistent with the transfer of ownership of such documents.

All information submitted by the Proposer will be considered to be public information unless the proposer specifically demonstrates, in writing, which information it considers to be proprietary. “Proprietary information” is information which, if made public, would put the proposer at a disadvantage in the market place and trade in which the proposer is a part. Consequently, an assertion of “proprietary” information must be clearly identified and the basis of the assertion must be included. It is not adequate for the bidder to simply state that disclosure of the information will put it at a disadvantage in the market place. MHAS will make the final decision as to whether information is “public” or “proprietary”.

MHAS reserves the right to:

- Accept or reject any and all Proposals and/or bids if MHAS determines that it is in the best interests of the State to do so.
- Rebid this RFP, requesting new Proposals from qualified firms.
- Waive or modify minor irregularities in Proposals received.
- Negotiate with Proposer(s), within the requirements of this RFP, to best serve the interests of the State of Ohio.
- Require the submission of modifications or additions to Proposals as a condition of further participation in the selection process.
- Fund any Proposal in full or in part; any assignments of work by MHAS under the scope of this RFP will be made dependent on need and the availability of adequate, specific funding.
- Not make an award at the end of the evaluation process; this RFP is not to be interpreted or construed to guarantee that one or more Proposers submitting responses will be awarded contracts.
- Adjust the RFP Calendar of Event dates for whatever reason it deems appropriate.
- Contact Proposer to clarify any portion of the Proposer’s submittal.

If, during the review process, MHAS determines that it is necessary to make further distinctions between certain Proposers, MHAS may request certain selected Proposers to interview or make

a presentation to staff and reviewers. The Proposer shall bear the cost of travel to any scheduled interview.

In accordance with federal and state statutes and MHAS policy, no person shall be excluded from participation or subject to discrimination in the RFP process on the basis of race, color, age, sex, national origin, military status, religion, or disability.

IV. INQUIRIES

From the issuance date of this RFP, until a contract is awarded to a proposer, there may not be communications concerning the RFP between any supplier who expects to submit a proposal and any employee of MHAS involved in the issuing of the RFP. The only exception is provided through the submission of written requests for clarification/interpretation via the state procurement website during the inquiry period.

Prospective Proposers may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed in the RFP Calendar of Events. To make an inquiry, prospective Proposers must use the following process:

1. Access the State Procurement web site at http://www.procure.ohio.gov.
2. From the Navigation Bar at the top, select “for Suppliers”.
3. Under the title “Bid Opportunities”, select “All Opportunities”.
4. Enter the RFP Number found on Page 1 of this document as the “Document/Bid Number”.
5. Click the “Search” button.
6. Select this RFP.
7. On the document information page, click the “Submit Inquiry” button.
8. On the document inquiry page, complete the required “Personal Information” section by providing the following:
    a. First and last name of the prospective Proposer’s representative who is responsible for the inquiry;
    b. Name/Company/Business of the prospective Proposer;
    c. Representative’s business phone number; and
    d. Representative’s e-mail address.
9. Type the inquiry in the space provided, making certain to include the following:
    a. A reference to the relevant part of this RFP;
    b. The heading for the provision under question; and
    c. The page number of the RFP where the provision can be found.
    d. Enter the Security Number.
10. Click the “Submit” button.

Prospective Proposers submitting inquiries will receive an immediate acknowledgement by e-mail that their inquiry has been received. **The prospective Proposer who submitted the inquiry will not receive an e-mail response to the question, but will need to view the response on the State Procurement web site where it will be posted for viewing by all prospective Proposers.**

Prospective Proposers may view inquiries using the following process:

1. Access the State Procurement web site at http://www.procure.ohio.gov.
2. From the Navigation Bar at the top, select “for Suppliers”.
3. Under the title “Bid Opportunities”, select “All Opportunities”.
4. Enter the RFP Number found on Page 1 of this document as the “Document/Bid Number”.
5. Click the “Search” button.
6. Select this RFP.
7. On the document information page, click the “View Q & A” button to display all inquiries with responses submitted to date.

MHAS will try to respond to all properly posed inquiries within 48 hours, excluding weekends and state holidays. MHAS will not respond to any inquiries received after 8:00 a.m. on 8/19/2020. Prospective Proposers who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with the terms of this RFP and state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with MHAS staff or any other agency of the State to discuss this RFP may result in the Proposer being deemed ineligible.

PART FOUR: EVALUATION OF PROPOSALS

I. EVALUATION PROCESS

MHAS's evaluation process of responses submitted to this request may consist of up to four distinct phases:

1. MHAS's initial review of all proposals for timely submission;
2. An evaluation committee review of the proposals for defects and scoring;
3. MHAS's request for more information (clarifications, interviews, presentations, and/or demonstrations); and,
4. Negotiations or best offer requests.

At its sole discretion, MHAS will determine whether phases three and/or four are necessary under this RFP, reserving for itself the ability to eliminate or add phases three or four at any time during the evaluation process. MHAS may add or remove sub-phases to phases 2 through 4 at any time if MHAS believes doing so will improve the evaluation process.

II. PROPOSAL EVALUATION CRITERIA

In the proposal evaluation phase, MHAS staff or reviewers selected by MHAS (the committee) will rate the proposals submitted in response to this RFP based on the following criteria and weight assigned to each criterion.

Evaluation Criteria	Weight
Knowledge and experience working with the OhioMHAS Hospital system related to special service provision for the MI/IDD population.	25
Knowledge and experience working with the Ohio Department of Development Disabilities related to special service provision for the MI/IDD population	25
Knowledge and experience working with MI/IDD forensic patients.	25
Knowledge and experience in the development of special behavioral plans for MI/IDD population	25
Total:	**100 points**

PART FIVE: CONTRACT AWARD

I. CONTRACTUAL REQUIREMENTS

Any contract(s) resulting from this issuance of this RFP are subject to the terms and conditions as provided in the personal services contract. The information contained in the RFP and in the proposal submitted by the selected contractor shall be considered part of the contract.

Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds.

All aspects of the contract apply equally to work performed by any and all subcontractors.

The Contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The Contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality including federal and state statutory and regulatory requirements that apply to the employees of MHAS and the State of Ohio.

Before a contract can be awarded, an Affirmative Action Program Verification Form must be completed using the Ohio Business Gateway Electronic filing website (https://ohiobusinessgateway.ohio.gov). Contractor must have an approved Affirmative Action plan recorded with the State of Ohio Department of Administrative Services.

II. CONTRACT AWARD PROCESS

It is MHAS's intention to award one or more contract(s) under the scope of this RFP and as based on the RFP Calendar of Events schedule, so long as MHAS determines that doing so is in the State's best interests and MHAS has not otherwise changed the award date.

Any award decision by MHAS under this RFP is final. After MHAS makes its decision under this RFP, all Contractors will be notified (in writing or by phone, at MHAS's discretion) of the final evaluation and determination as to their Proposals.

MHAS will issue a notice of contract award to the selected Contractor(s), and finalized contract terms and conditions will be forwarded for signature. Contract will include RFP and attachments and the Contractor's accepted proposal. Once executed copies of the contract are submitted by the Contractor(s), and pending any further approvals that may be required (e.g., State Controlling Board), MHAS will fully execute the contract.

Once the contract is fully executed, MHAS will issue a purchase order (PO). MHAS will issue to the Contractor(s) one (1) copy of the signed instrument and one (1) copy of the PO for its/their files.

Unless otherwise negotiated and included in the executed contract/scope of work, the selected contractor(s) shall be bound by all outlined services, policies and procedures as contained in the contractor's submitted and evaluated proposal.

Contractor may commence work upon receipt of a state issued purchase order.

The selected contractor(s) shall be compensated based on deliverables listed in the RFP. The

personal services contract issued will further specify the timelines for completion of each deliverable and payment structure.

III. NUMBER OF AWARDS

It is MHAS's intention to award one or more contract(s) depending on programs' needs and the fit of the Contractor(s) to the scope of this RFP.

IV. FUNDING APPROVAL THRESHOLD

In the event that contractual expenditures with the selected Contractor(s) will exceed $50,000 in spending under any contract that results from this RFP, or that otherwise exceed $50,000 in aggregate spending across all contracts between the contractor and MHAS, the contract will be subject to the approval of the State of Ohio Controlling Board.

Appendix 1:

Executive Order 2019-12D

Governing the Expenditure of Public Funds for Offshore Services

No Contract Funds May be Spent Offshore

Executive Order 2019-12D "Governing the Expenditure of Public Funds for Offshore Services" prohibits the use of any public funds within the control of an executive agency to purchase services which will be performed outside of the United States. The Executive Order can be found at the following website:

https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d

To be considered by the MHAS, a bid response must be accompanied by an Affirmation and Disclosure in the form attached to this RFP.

STANDARD AFFIRMATION AND DISCLOSURE FORM -EXECUTIVE ORDER 2019-12D

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, Contractor affirms, understands and will abide by the requirements of Executive Order 2019-12D. Both Contractor and any of its subcontractors shall perform no services under any contract with the Department of Developmental Disabilities outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under any contract with the Department of Developmental Disabilities will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. **Name/Principal location of Contractor:**

_____

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

2. **Name/Principal location of subcontractor(s):**

_____

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

_____

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

3. **Location(s) where services will be performed by Contractor or by subcontractors if different from principal location(s):**

_____ _____

(Address, City, State, Zip) (Address, City, State, Zip)

4. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor or subcontractors if different from principal location(s):

_____ _____

(Address, City, State, Zip) (Address, City, State, Zip)

Contractor affirms that Contractor and all subcontractors shall immediately disclose to the Department of Developmental Disabilities any change or shift in location of services performed by Contractor or subcontractors after execution of any Contract with the Department. On behalf of the Contractor, I am duly authorized to execute this 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 Department and is incorporated therein.

By: _____ _____

Contractor Signature **Printed Name and Title**

Date: _____

Appendix 2:

Contractor Information Form

The Contractor Information Form must be filled out and returned with a bid response.

CONTRACTOR INFORMATION FORM

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

CONTRACTOR NAME: _____

STREET ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

AUTHORIZED CONTACT NAME: _____

PHONE NUMBER: _____ **EMAIL:** _____

1. **Identify all of contracts currently with the State of Ohio (including MHAS).**

   Total # of Contracts: _____

   State Agency: _____ Amount: _____

   Contracted Services: _____

   Duration of Contract: _____

   (Attach additional sheets if necessary.)

2. **Provide current employee information on both a nationwide basis (including Ohio), and Ohio's based operations.**

	NATIONWIDE	**OHIO**
Total # of Employees:	_____	_____
Percent of Women:	_____	_____
Percent of Minorities:	_____	_____

3. **Provide OAKS Supplier ID or Tax Identification Number:** _____

4. **If your billing address is different than mailing address above, please provide below:**

   Contractor Name: _____

   Street Address: _____

   City: _____ State: _____ Zip Code: _____

_____ _____
Authorized Signature **Date**

AGREEMENT
BETWEEN THE
OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES
AND
[Name of Contractor]

THIS AGREEMENT is between the Ohio Department of Mental Health and Addiction Services (hereinafter the "OhioMHAS"), 30 E. Broad St. Columbus, Ohio 43215, and [Name of Contractor] (hereinafter "Contractor"), [Insert Contractors Address].

The parties agree as follows:

I. NATURE OF AGREEMENT

A. Contractor shall be employed as an independent contractor, to fulfill the terms of this Agreement and to act as a contractor to OhioMHAS. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that OhioMHAS is the sole judge of the adequacy of such services.

B. OhioMHAS enters into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.

C. Contractor shall perform the services to be rendered under this Agreement and OhioMHAS shall not hire, supervise, or pay any assistants to Contractor in its performance of services under this Agreement.

II. SCOPE OF WORK

A. Contractor shall perform the services (the "Work") set forth in Exhibit 1, Scope of Work, attached hereto and made a part hereof.

B. Contractor shall, prior to undertaking any work, complete the following (select all that apply):

☐ Contractor who will be undertaking work at an OhioMHAS facility, or any personnel employed by the contractor who will be undertaking work at an OhioMHAS facility, shall, at the Contractor's expense, undergo a background investigation in the same manner as set forth in Ohio Administrative Code 5122-7-21(E)(1)(e). If the background investigation reveals a conviction or guilty plea that would disqualify an employment candidate according to Ohio Administrative Code 5122-7-21(D), the Contractor must immediately provide new personnel or OhioMHAS may unilaterally terminate this contract.

☐ Contractor who will be undertaking work at an OhioMHAS facility, or any personnel employed by the contractor who will be undertaking work at an OhioMHAS facility, shall provide results of a negative tuberculosis test conducted within six months prior to the contractor or employee beginning work at the OhioMHAS facility.

Revised February 2020.

III. TIME OF PERFORMANCE

A. The Work shall be commenced on or after the date of an approved purchase order.

B. The Work shall be concluded on or before [June 30, 2021], and this Agreement shall terminate on the earlier to occur of: (i) the date on which the Work is completed to the satisfaction of OhioMHAS or (ii) the date on which this Agreement is terminated as provided in Article VI, Termination of Contractor's Services.

C. The State Agency may renew this Agreement for an additional term of [1 year] on the same terms and conditions by giving written notice prior to expiration. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement and any renewal shall in any event expire no later than June 30, 2021.

D. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("R.C.") 3517.13, 127.16 or Chapter 102.

IV. COMPENSATION

A. OhioMHAS shall pay Contractor no more than [Dollar Amount] for the Work.

B. The total amount due shall be computed according to the following cost schedule (lump sum for work produced, installment payments on a schedule, hourly pay, etc):

[Cost Schedule]

C. Travel – (choose one)

☒ No Travel - Contractor shall not be separately reimbursed for travel, lodging or any other expenses incurred in the performance of the Work.

☐ Travel Reimbursement - Contractor shall be reimbursed for the Contractor's reasonable, actual and necessary travel, lodging, and other travel-related expenses incurred in the performance of the Work to the extent that such reimbursement is in the best interest of the state.

1. Only travel expenses which are pre-approved by OhioMHAS will be reimbursed.

2. Travel expenses shall be reimbursed under the same rules and conditions that apply to state employees under Ohio Adm.Code 126-1-02, pursuant to the Ohio Office of Budget and Management ("OBM") Travel Policy, attached as Exhibit 2.

3. If it is not possible to follow the OBM Travel Policy, with prior approval of OhioMHAS, Contractor shall be reimbursed pursuant to the federal rates for reimbursement in the Continental United States.

4. Meals shall not be reimbursed unless overnight travel is both critical and essential.

D. Contractor must receive a purchase order from OhioMHAS prior to filling an order or performing any of the Work.

E. After Contractor receives a purchase order, Contractor shall submit an invoice for the Work performed consistent with this Article IV, Compensation. Each invoice shall contain an itemization of the Work performed, including dates the Work was performed and total hours worked, if required by Paragraph B.1., above, the location or address where the Work was performed, and the sum due at that time pursuant to this Agreement. All invoices shall contain Contractor's name and address and shall reference OhioMHAS and list the billing address as 30 East Broad St, Attn: 11th Floor Fiscal, Columbus, OH 43215. All invoices must be submitted no later than sixty days after the Work performed. After receipt and approval by OhioMHAS of a proper invoice, as defined by Ohio Adm.Code 126-3-01(A)(5), payment will be made pursuant to Ohio Adm.Code 126-3-01. Unless otherwise directed by OhioMHAS, invoices should be directed via email to: MHAS-Invoices@mha.ohio.gov.

F. In the event that any customer of Contractor negotiates a lower fee structure for the Work or comparable services, Contractor shall promptly notify OhioMHAS and shall extend the lower negotiated rate to OhioMHAS retroactively to the first date the lower rate was offered to another customer.

V. CERTIFICATION OF FUNDS

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

VI. TERMINATION OF CONTRACTOR'S SERVICES

A. OhioMHAS may, at any time prior to completion of the Work, suspend or terminate this Agreement with or without cause by giving written notice to Contractor.

B. In the event that the Work includes divisible services, OhioMHAS may, at any time prior to completion of the Work, by giving written notice to Contractor, suspend or terminate any one or more such portions of the Work.

C. Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by OhioMHAS, furnish a report, as of the date Contractor receives notice of suspension or termination, describing the status of all Work, including, without limitation, results, conclusions resulting there from, and any other matters OhioMHAS requires.

D. Contractor shall be paid for services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing Work performed and hours worked. In the event of suspension or termination, any payments made by OhioMHAS for which Contractor has not rendered services shall be refunded.

E. In the event this Agreement is terminated prior to completion of the Work, Contractor shall deliver to OhioMHAS all work products and documents which have been prepared by Contractor in the course of performing the Work. All such materials shall become, and remain the property of, OhioMHAS, to be used in such manner and for such purpose as OhioMHAS may choose.

F. Contractor agrees to waive any right to, and shall make no claim for, additional compensation against OhioMHAS by reason of any suspension or termination.

G. Contractor may terminate this Agreement upon sixty (60) days' prior written notice to OhioMHAS.

H. 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 may provide a specified period to cure any and all defaults under this contract. During the 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 cure period.

VII. RELATIONSHIP OF PARTIES

A. Contractor shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service and office space. Contractor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

B. While Contractor shall be required to render services described hereunder for OhioMHAS during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder as an independent contractor, that OhioMHAS shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.

C. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

D. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of OhioMHAS. Unless Contractor is another State of Ohio entity or a participant in the Ohio Public Employees Retirement System (OPERS), Contractor and its personnel shall not be considered agents, servants, or employees of the State of Ohio, or public employees for the purpose of OPERS benefits.

E. Unless Contractor is a "business entity" as that term is defined in R.C. 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 this Agreement complete and submit to OhioMHAS the Independent Contractor/Worker Acknowledgement form found at https://www.opers.org/forms-archive/PEDACKN.pdf. This paragraph is not applicable to OPERS member employers.

F. Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement form linked in Paragraph VII(E) at the time Contractor executes this Agreement shall serve as Contractor's certification that Contractor is a "business entity" as that term is defined in R.C. 145.037.

G. Contractor declares that it 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.

H. 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.

I. 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.

VIII. RECORD KEEPING

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. The Contractor must comply with any direction from OhioMHAS to preserve documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information.

IX. RELATED AGREEMENTS

A. All Work is to be performed by Contractor, who may subcontract without OhioMHAS's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit 1, Scope of Work, but which are required for satisfactory completion of the Work.

1. Contractor shall not enter into subcontracts related to the Scope of Work without prior written approval by OhioMHAS. All work subcontracted shall be at Contractor's expense.

2. Contractor shall furnish to OhioMHAS a list of all subcontractors; their addresses; tax identification numbers; current licensure, certification, or accreditation, incuding any renewal or re-issuance thereof; and the dollar amount of each subcontract.

B. Contractor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind OhioMHAS to terms inconsistent with, or at variance from, this Agreement.

C. Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of OhioMHAS, to perform substantially identical work for the State of Ohio such that the Work duplicates the work called for by the other agreements.

X. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

A. OhioMHAS shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by OhioMHAS shall be subject to copyright by Contractor in the United States or any other country.

B. Contractor agrees that all original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by OhioMHAS. Any requests for distribution received by Contractor shall be promptly referred to OhioMHAS.

XI. CONFIDENTIALITY

A. Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of OhioMHAS.

B. If applicable, the Contractor agrees to execute the OhioMHAS business associate and/or qualified service organization agreement, or acknowledge receipt of HIPAA/42 CFR Part 2 training by executing the OhioMHAS Assurance of Preservation of the Confidentiality and Security of Protected Health Information prior to accessing any PHI or PII relating to services rendered under this contract.

C. The Contractor agrees not to use advertising, news releases, sales promotions, or other publicity matters relating to any product or service furnished by the Contractor wherein OhioMHAS's name is mentioned, or language used from which a connection with OhioMHAS may be reasonably inferred, without the prior, written consent of OhioMHAS.

XII. CONTRACT REMEDIES

A. 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. 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.

XIII. LIABILITY

A. To the extent permitted by law, Contractor agrees to indemnify and to hold OhioMHAS and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint venturers while acting under this Agreement. 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.

B. 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, to the extent permitted by law, 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. To the extent permitted by law, 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.

C. To the extent permitted by law, Contractor shall bear all costs associated with defending OhioMHAS and the State of Ohio against any such claims.

D. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.

XIV. ANTITRUST ASSIGNMENT

A. Contractor assigns to OhioMHAS all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.

XV. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

A. COMPLIANCE WITH LAWS. Contractor, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

B. DRUG FREE WORKPLACE. Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure

that none of its employees or permitted subcontractors engaged in the Work purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

C. DISTRACTED DRIVING. Contractor agrees to refrain from any activities that may result in distracted driving, either when operating a state owned vehicle or operating a personally-owned vehicle while conducting business pursuant to this agreement.

D. NONDISCRIMINATION OF EMPLOYMENT. Pursuant to R.C. 125.111, OhioMHAS policy, and applicable Exectuive Orders Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, gender, gender identity or expression, sexual orientation, age, disability, military status, national origin, or ancestry, status as a parent during pregnancy and immediately after the birth of a child, status as a parent of a young child, status as a foster parent, or genetic information against any citizen of this state in the employment of any person qualified and available to perform the Work. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Work on account of race, color, religion, gender, gender identity or expression, sexual orientation, age, disability, military status, national origin, or ancestry, status as a parent during pregnancy and immediately after the birth of a child, status as a parent of a young child, status as a foster parent, or genetic information.

E. AFFIRMATIVE ACTION PROGRAM. Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity and Affirmative Action Unit of the Department of Administrative Services.

F. CONFLICTS OF INTEREST.

No personnel of Contractor who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the Work shall, prior to the completion of the Work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the Work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to OhioMHAS in writing. Thereafter, he or she shall not participate in any action affecting the Work, unless OhioMHAS shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

G. ETHICS COMPLIANCE. Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws [ORC Chapters 102 and 2921]. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

H. QUALIFICATIONS TO DO BUSINESS. Contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify OhioMHAS in writing and will immediately cease performance of the Work.

I. CAMPAIGN CONTRIBUTIONS. Contractor hereby certifies that neither Contractor nor any of Contractor's partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions in excess of the limitations specified in R.C. 3517.13.

J. FINDINGS FOR RECOVERY. Contractor warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24.

K. DEBARMENT. Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25.

L. OFFSHORE SERVICES. Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, OhioMHAS 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. OhioMHAS does not waive any other rights and remedies provided OhioMHAS in this Agreement. The Contractor agrees to complete the attached Exhibit 3, Executive Order 2019-12D Affirmation and Disclosure Form, which is incorporated and becomes a part of this Agreement.

M. REPAYMENT. If the representations and warranties in Paragraphs I or J of this Article XV are found to be false, this Agreement is void ab initio and Contractor shall immediately repay to OhioMHAS any funds paid under this Agreement.

N. BOYCOTTING. Pursuant to R.C. 9.76(B), Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

XVI. MISCELLANEOUS

A. CONTROLLING LAW. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio, without regard to choice of law provisions.

B. WAIVER. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

C. SURVIVAL. The provisions of Articles IV, VI, VII(G), VIII, X, XI, XIII, XIV and XV(L) hereof shall survive the termination or expiration of this Agreement.

D. SUCCESSORS AND ASSIGNS. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Contractor, without the prior written consent of OhioMHAS.

E. NOTICES. Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery

cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

F. CONFLICT. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

G. HEADINGS. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

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

I. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto as to the subject matter herein and shall not be modified, assigned or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

J. EXECUTION. This Agreement is not binding upon OhioMHAS unless executed in full, and is effective as of date/the last date of signature by OhioMHAS.

K. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

L. FACSIMILE SIGNATURES. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

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

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

STATE OF OHIO
Ohio Department of Mental Health and Addiction Services

Director/CEO: _____

Name: _____

Title: _____

Date: _____

PROCUREMENT OFFICER

By: _____

Name: _____

Title: _____

Date:_____

Approval as to form:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
Scope of Work

Provide up to 125 hours of consultation (either in person or via telehealth) for patients hospitalized in RPHs. Consultation may be requested for patients with MIDD for any of the following:

a. Diagnosis and diagnostic dilemmas;
b. Formulation of treatment plans;
c. Assistance in identifying and implementing behavioral interventions and ancillary services;
d. Guidance on the use of best practices and evidence-based medicine principles adapted for MIDD patients (and Expert Consensus Guidelines for MIDD);
e. Enhancement of services and specialized supports for patients on the RPH units;
f. Assistance in discharge planning to facilitate prompt return to the community and the least restrictive environment;
g. Communication with County Boards of Developmental Disabilities (DD) and/or linkage to appropriate community services such as telepsychiatry, counseling, trauma informed care and other specialized services as applicable;
h. Facilitation of care and planning on the inpatient units and during the transition to the community for patients with cognitive deficits who are ineligible for County Boards of DD services (those with traumatic brain injury (TBI), no OEDI or COEDI performed prior to age 22 years, refusal of services by County Board of DD, etc.);
i. Provide written summaries of all consults as requested.

Provide up to six (6) in-service trainings on MIDD topics (either in-person or electronically) at the discretion of OhioMHAS. Trainings will be one to two hours in length.

Develop a curriculum training module(s) for use at RPH new hire orientation to facilitate and improve care of patients with MIDD during hospital stays. Materials will be available to all OhioMHAS staff.

EXHIBIT 2
Ohio Office of Budget and Management Travel Policy

126-1-02 Rates and requirements for reimbursement of travel expenses of state agents.

(A) Definitions

(1) "Compensation" means payment for services rendered, whether made on an hourly, per diem, salaried, or fee basis but does not include reimbursement of travel expenses.

(2) "Headquarters" means the office address at which a state agent has his/her primary work assignment.

(3) "Continental U.S. travel" means travel within the Continental United States, including the lower forty-eight states, excluding Hawaii and Alaska.

(4) "International travel" means travel outside of the Continental United States, including Hawaii and Alaska.

(5) "Reimbursable travel expenses" means those expenses which are actually incurred as a necessary part of approved travel. In addition to lodging, meals, per diem, and mileage, it includes:

(a) Miscellaneous transportation expenses such as parking charges, road tolls, and other reasonably incurred transportation expenses directly related to authorized travel, provided such expenses are listed separately on a state agent's travel expense reimbursement request;

(b) Commercial transportation expenses paid by the state agent such as taxi cabs, automobile rental , airfare, ferries, subways, bus, trains, and other commercial transportation providers;

(c) Registration fees paid by the state agent for professional events such as conferences, seminars, and meetings ;

(d) Miscellaneous business expenses such as telephone, facsimile, internet, and other similar charges paid by the state agent for official state business;

(e) Miscellaneous living expenses such as laundry, dry cleaning, personal telephone calls, and postage .

(6) "State agency" means every organized body, office, or agency established by the laws of the state for the exercise of any function of state government which uses money that has been appropriated to it directly, but does not include the general assembly,supreme court, court of appeals, court of claims, any agency of these, or any state university or college as defined in division (A)(1) of section 3345.12 of the Revised Code .

(7) "State agent" means any officer, member, or employee of a state agency whose compensation is paid, in whole or in part, from state funds but does not include any volunteer serving without compensation:

(8) "Travel at state expense" means travel expenses which are paid from moneys appropriated directly to a state agency by the general assembly, but does not include travel by a state agent where expenses are paid pursuant to rule 102-3-08 of the Administrative Code.

(9) "Receipt" means the original document provided by a service provider or merchant that indicates the merchant's name, date of purchase, transaction amount, and line item detail identifying the service or goods provided.

(10) "Supporting documentation" means documents that validate expense claims to include, but not limited to the following:

(a) Conference material provided by the conference organizer.

(b) Formal meeting agenda provided by the meeting organizer.

(c) Currency exchange rate as evidenced by a foreign currency exchange receipt, bank or credit card statement, or the exchange rate issued by an authoritative source such as "OANDA" (http://www.oanda.com/currency/historical-rates/) for the travel period. Expenses shall be recorded on the travel expense report in U.S. dollars. Reimbursements authorized by this rule will be made in U.S. dollars. The original itemized receipt and the currency exchange rate documentation described in this rule is required.

(d) State agency authorizations.

(11) "Conference" means a prearranged gathering with a formal agenda, for consultation or exchange of information or discussion that benefits the state, such as seminars, meetings, and other professional events.

(12) "Paid travel status" means the designation given to a state agent who is traveling on behalf of the state and is in an active pay status.

(B) Authority for travel and reimbursement

(1) Authority for travel

All state agents traveling at state expense or on paid travel status must be authorized prior to travel by the head of a state agency or his/her designee. Travel may be authorized only for official state business and only if the state agency has the financial resources to reimburse the state agent for travel expenses. State agents who are traveling at state expense or who are on paid travel status must, at all times, use prudent judgment in the use of state resources, incurring only those expenses necessary to carry out the official business of the state.

(2) Reporting requirements

(a) A state agent who has traveled at state expense and is requesting reimbursement by a state agency of his/her travel expenses shall report his/her travel expenses as prescribed by the office of budget and management. A state agent shall submit the travel expense reimbursement request within sixty days of the last date of travel. This time frame may be extended by the head of the state agency or his/her designee if mitigating circumstances exist, but in no case may this time frame exceed one hundred twenty days from the last date of travel. A completed request for travel expense reimbursement may be denied by the office of budget and management for reasons including, but not limited to, a state agent's failure to submit the request in a timely, accurate, or truthful manner.

(b) A state agent shall obtain and provide all receipts and supporting documentation required by this rule.

(c) At no time shall a state agent claim or be reimbursed more than is allowable under this rule.

(3) Approval of travel

When the head of a state agency or his/her designee approves of a state agent's travel, such action constitutes certification of the propriety of the reimbursement of such state agent's travel expenses. The head of a state agency or his/her designee may require any reasonable form of verification of an expense if he/she determines that additional verification is necessary to his/her certification of the propriety of the reimbursement or if required receipts are not available.

(4) Reimbursement of expenses

A state agent shall be reimbursed for his/her travel expenses as authorized by this rule upon approval by the head of a state agency or his/her designee. Reimbursement for travel expenses shall be via electronic funds transfer to the same bank account that a state agent has established for receipt of his/her compensation in accordance with section 124.151 of the Revised Code.

(5) Submission of receipts

As specified by the office of budget and management, original or a legible electronic copy of receipts shall be submitted to the office of budget and management.

(6) Direct payment to vendor

Instead of reimbursing a state agent for his/her travel expenses, a state agency may make direct payment to a vendor who provides travel services for the state agent. A direct payment shall comply with the applicable rates and requirements specified in this rule.

(C) Transportation expenses

The head of a state agency or his/her designee shall, subject to the discretion of the office of budget and management, determine the appropriate mode or modes of transportation to be utilized by a state agent.

(1) Travel by state-owned automobile

Travel by state-owned automobile is authorized only for state agents and for other parties who are properly designated by a state agency and endorsed onto insurance coverage through the department of administrative services. Reimbursement is authorized for incurred service expenses necessary to the efficient and safe operation of a state-owned automobile. The names of all persons traveling in the same state-owned automobile and names of their respective state agencies shall be listed on any travel expense reimbursement request.

(2) Travel by privately owned automobile

Travel by privately owned automobile is authorized only if the owner thereof is insured under a policy of liability insurance complying with the requirements of section 4509.51 of the Revised Code. Reimbursement of mileage expenses incurred on state business is authorized at a rate up to the internal revenue service's business standard mileage rate, within the discretion of the

director of the office of budget and management. The reimbursement rate for mileage expenses incurred on state business may not fall below forty-five cents per mile, unless the internal revenue service's business standard mileage rate falls below forty-five cents per mile, in which case the director may lower the reimbursement rate below forty-five cents per mile. The director of the office of budget and management will review the appropriate mileage reimbursement rate on a quarterly basis.

A state agent shall not be reimbursed for mileage commuting from his/her residence to his/her headquarters nor from his/her headquarters to his/her residence. If a state agent is required to report to a location other than his/her headquarters, the state agent will only be reimbursed for the distance from his/her residence to the alternate location less the state agent's normal commute. For example, if a state agent's normal commute from his/her residence to his/her headquarters is ten miles, and a state agent's commute from his/her residence to his/her authorized destination is thirty miles, the state agent shall only be reimbursed for twenty miles.

Travel expense reports shall indicate all intermediate destinations (i.e., specify intermediate towns and cities but not stops within a town or city) between the commencement and termination of travel as well as all vicinity mileage after arrival at destination. Reimbursement shall be made to only one of two or more state agents traveling in the same privately owned automobile, and the names of their respective state agencies shall be listed on the travel expense reimbursement request.

(3) Travel by commercial transportation

(a) Travel by commercial transportation is authorized at the lowest available rate. When any segment of travel by commercial transportation exceeds eight hours, the head of the state agency may authorize business class travel for the state agent.

(b) State funds shall not be expended to pay for unused reservations with commercial transportation unless the state agency is satisfied that failure to cancel or use the reservation was unavoidable. State agency authorization shall be required as supporting documentation.

(c) Travel within the state of Ohio by common air carrier at the lowest available rate is authorized for elected officials, directors, assistant directors, deputy directors, board and commission members, and heads of state agencies. State employees not listed in this paragraph are authorized to travel within the state of Ohio by common air carrier at the lowest available rate only if flying is more economical than other modes of travel.

(d) Reimbursement is authorized for automobile rental if automobile rental is more economical than any other mode of transportation or if the state agent's destination is not easily accessible by any other mode of transportation. The state agent must purchase liability insurance and loss damage waiver for accidents arising out of the operation or use of the automobile and include that cost in determining whether the automobile rental is the most economical mode of transportation.

(4) Required receipts for transportation expenses

Except as otherwise provided, receipts are required for all service expenses incurred in connection with the operation of state-owned automobiles, all commercial transportation expenses, and all miscellaneous transportation expenses exceeding ten dollars.

(D) Meal, incidental, and miscellaneous expenses within the Continental U.S.

(1) Restrictions and reimbursement per diem

Meals and incidental per diem for state agents is authorized only when overnight lodging is required. State agents may receive per diem for meal and incidental expenses in accordance with the per diem rates established by the U.S. general services administration (www.gsa.gov), which is based on the lodging location. Per diem is designed to offset the additional cost of travel, not to entirely pay for the state agent's meal and incidental expenses. The amount of per diem shall be adjusted on departure and return days based upon the time of departure and return. The standard meal and incidental expenses allowance is based on a full day of official travel (twenty-four hours) within the continental U.S. Where overnight lodging is required and where a state agent is on travel status for less than a full day, the meal and incidental expenses rate for the departure and return days shall be pro-rated as follows:

(a) Twenty-five per cent of the standard meal and incidental expenses allowance if the state agent is on travel status for less than six hours;

(b) Fifty per cent of the standard meal and incidental expenses allowance if the state agent is on travel status for six hours but less than twelve hours;

(c) Seventy-five per cent of the standard meal and incidental expenses allowance if the state agent is on travel status for twelve hours but less than eighteen hours;

(d) One hundred per cent of the standard meal and incidental expenses allowance if the state agent is on travel status for eighteen hours but less than twenty-four hours.

(e) Notwithstanding the restrictions provided in paragraph (D)(1) of this rule, where a state agency elects to schedule a state agent to travel out of state by air travel and schedules a return flight for the same day, meals and incidental per diem is authorized; however, the meal and incidental expenses shall be pro-rated as provided in paragraphs (D)(1)(a) to (D)(1)(d) of this rule.

(2) Incidental expenses included in the per diem allowance are listed as follows and are thus not separately reimbursable:

(a) All gratuities given to porters, baggage carriers, bellhops, hotel maids, flight attendants, ship attendants, taxi drivers, wait staff and all other services related to the hospitality industry ;

(b) Any transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the temporary lodging or business site;

(c) Mailing costs associated with filing travel reimbursement requests.

(3) A receipt shall be required for any single miscellaneous business expenses charge over ten dollars. State agents shall first use any free internet or phone services prior to incurring these expenses.

(4) If the state agent is in overnight status in the continental U.S. for more than one week, including a weekend, miscellaneous living expenses will be reimbursed when such expense is reasonable as determined by the head of the state agency or his/her designee. Receipts shall be required for all miscellaneous living expenses.

(E) Meal, incidental, and miscellaneous expenses outside the continental U.S. (international)

(1) A state agent traveling outside the continental U.S., assigned to a foreign office, or otherwise on approved international travel status, including international conferences, shall be entitled to reimbursement of meals and meal gratuities up to twenty per cent of the cost of the meal at actual

cost when such cost is reasonable as determined by the head of the state agency or his/her designee.

(2) If the state agent is in overnight international travel status for more than one week, including a weekend, miscellaneous living expenses will be reimbursed when such expense is reasonable as determined by the head of the state agency or his/her designee.

(3) Receipts shall be required for international travel expenses, which include commercial transportation, lodging, meal, meal gratuities , and miscellaneous living expenses. Currency exchange rates shall be provided as supporting documentation.

(4) A receipt shall be required for any single miscellaneous business expense charge exceeding ten dollars. State agents shall first use any free internet or phone services prior to incurring these expenses. Currency exchange rates shall be provided as supporting documentation.

(F) Lodging

(1) Continental U.S.

In accordance with the per diem rates established by the U.S. general services administration, reimbursement of expenses incurred while on official travel status within the continental U.S. is authorized per state agent per calendar day for lodging in commercial establishments . at actual cost up to the maximum allowable lodging rate for that location, plus applicable taxes on the entire room.

(2) Outside the continental U.S. (international)

Reimbursement for lodging in commercial establishments is authorized per state agent per calendar day at actual cost when such cost is reasonable as determined by the head of a state agency or his/her designee. The currency exchange rate shall be provided as supporting documentation.

(3) Receipts are required for all lodging expenses.

(4) Overnight lodging may be reimbursed only when the state agent is traveling on official state business and is either:

(a) At a location greater than forty-five miles from both the state agent's residence and headquarters, or;

(b) At a location greater than thirty miles from both the state agent's residence and headquarters for conference purposes.

(G) Conferences

Reimbursement is authorized for conference registration fees and conference expenses as follows:

(1) Registration fees

Conference registration fees may be reimbursed to the state agent, or conference registration fees may be paid directly by a state agency in advance of the event. If the registration fee includes any meals, the state agent shall not be reimbursed for those same meals under paragraphs (D) and

(E) of this rule, and any amount reimbursed to the state agent under paragraphs (D) and (E) of this rule for meals shall be adjusted accordingly.

(2) Meal and incidental

If the event includes or provides a meal, the state agent shall not be reimbursed for that same meal under paragraphs (D) and (E) of this rule. State agents shall receive per diem for any meals not provided by the event and incidentals at the rate prescribed by the U.S. general services administration.

When meals are included with registration expense, the number and type of meals must be identified by the state agent. If a meal is offered as part of the event and the state agent has medical restrictions, the state agent should make every effort to have the conference facilitate his or her needs. If the event does not honor the request, the state agent is not required to deduct the applicable meal allowance from the per diem, but must include documentation explaining the situation.

(3) Lodging

Lodging at the event site or lodging at a hotel identified in the event registration materials as one of the event hotels may be reimbursed at actual cost, provided such cost is reasonable as determined by the head of a state agency or his/her designee.

(4) Required receipts for conference expenses

Receipts are required for expenses exceeding ten dollars. Any applicable conference materials such as agendas, brochures or otherwise shall be required as supporting documentation.

(5) Direct payment

Instead of reimbursing a state agent for his/her conference expenses, a state agency may make direct payment to a vendor who provides event services for the state agent.

(H) Agency contractors

State agencies desiring to reimburse travel, lodging, and meal expenses should negotiate such reimbursement with the contractor or vendor when negotiating the cost of the contract, but shall not negotiate rates higher than those authorized by this rule.

(I) Non-reimbursable travel expenses

"Non-reimbursable travel expense" include, but are not limited to, the following:

(1) Alcoholic beverages purchased by the state agent;

(2) Entertainment expenses paid by the state agent;

(3) Incidental expenses, which include personal expenses incurred during travel that are primarily for the benefit of the state agent and not directly related to the official purpose of the travel. Examples include, but are not limited to, the purchase of personal hygiene items, magazines or books, movie rentals, and other miscellaneous items;

(4) Political expenses paid by the state agent;

(5) Travel insurance expenses paid by the state agent; for purposes of this paragraph, the use of the term "travel insurance expense" does not mean liability coverage and loss damage waiver expenses incurred in renting an automobile pursuant to paragraph (C)(3)(d) of this rule.

(6) The cost of traffic fines and parking tickets.

(J) Exceptions may be requested by submitting a written request to the director of budget and management by the head of a state agency or his/her designee prior to the expense being incurred. The director of the office of budget and management may grant exceptions to this rule only for travel by law enforcement officials, insurance examiners, state agents on continuous travel status for two or more consecutive days, state agents requiring special travel arrangements due to a disability, and state agents whose workday is other than eight a.m. to five p.m. or if state agents whose in-state travel and lodging arrangements are economically advantageous to the state. Other exceptions may be granted upon a written request submitted to the director of budget and management by the head of a state agency or his/her designee prior to the expense being incurred or, at the director's discretion, after the expense has been incurred. No exception shall remain in effect for more than one fiscal year.

(K) Amendment to this rule

An amendment to this rule applies to travel on or after the effective date of the amendment.

EXHIBIT 3

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2019-09D

Banning the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands and will abide by the requirements of Executive Order 2019-09D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR 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 CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive the contract will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

_____ _____
(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

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

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

2. Location where services will be performed by Contractor:

_____ _____
(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(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:

_____	_____
(Address)	(Address, City, State, Zip)

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

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

4. Location where services to be performed will be changed or shifted by Contractor:

_____	_____
(Address)	(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

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