

AGY	FUND	RESP CNTR	SAC	SPND RC	GRANT	MRU	OBJ	SUB OBJ	RPT CAT	ACTV	FY	P.O. NO.	C.B. NO.	C.B. Approval Date	Contract No.
DMR	3A4	MONT	8M Y1	MONT			150	02	PTRA		'08				
											'09				

Ohio Department of Mental Retardation and Developmental Disabilities

## PERSONAL SERVICE CONTRACT

### SECTION A. CONTRACT PARTIES

This contract is entered into between the Ohio Department of Mental Retardation and Developmental Disabilities, on behalf of the following:

Name of Developmental Center, Office, or other Contracting Entity	Address (Street, City, State, Zip)
MONTGOMERY DEVELOPMENTAL CENTER	7650 TIMBERCREST DR HUBER HEIGHTS OH 45424

**and**

Contractor's Name	Address (Street, City, State, Zip)	Tax I.D./Soc. Sec. No.

TYPE OF SERVICE PROVIDED: **PSYCHIATRIST**

### SECTION B. EFFECTIVE DATES

This contract is effective from July 1 2011, through June 30, 2013 unless terminated prior thereto pursuant to Section E.4

### SECTION C. COMPENSATION

1. The Contractor will be paid for the term of this contract as follows:

<input checked="" type="checkbox"/> Hourly <input type="checkbox"/> Monthly <input type="checkbox"/> Fee Schedule <input type="checkbox"/> Other	<b>Fiscal Year</b> <table border="1" style="width: 100%; height: 40px;"> <tr><td> </td></tr> </table>		<b>Rate</b> <table border="1" style="width: 100%; height: 40px;"> <tr><td> </td></tr> </table>		<b>Maximum Service Unit(s)</b> <table border="1" style="width: 100%; height: 40px;"> <tr><td> </td></tr> </table>		<b>Travel Expenses*</b> <table border="1" style="width: 100%; height: 40px;"> <tr><td> </td></tr> </table>		<b>Other Expenses*</b> <table border="1" style="width: 100%; height: 40px;"> <tr><td> </td></tr> </table>		<b>Maximum Fiscal Year Contract Amount</b> <table border="1" style="width: 100%; height: 40px;"> <tr><td> </td></tr> </table>	
<b>Maximum Contract Amount</b>						<table border="1" style="width: 100%; height: 40px;"> <tr><td> </td></tr> </table>						

**NOTE:** Specify in Question No. 5 (Deliverables) of the "Responses to Required Information Questions" form.

### SECTION D. DUTIES

The Contractor agrees to provide the following services:

**Contract Psychiatrist will work approximately 6 (six) hours on site per week and may receive calls during crisis to serve Montgomery Developmental Center's 105 clients.**

**The contractor will participate in a Psychotropic Drug Review Committee and will provide direct psychiatric services to those clients receiving Psychotropic drugs. The contractor will provide written psychiatric evaluations and AIMS assessment on admission and as needed, or at least quarterly for clients receiving psychotropic medication. The contractor will review psychological and medical data, and consult with the client and members of the interdisciplinary team to determine effectiveness of the treatment plan and will recommend environmental, programmatic and medical changes. Contractor will provide in-service training for staff members and represent the facility in any legal process requiring psychiatric input. The contractor will ensure that compliance with statutes, rules, regulations and standards including ICF/MR are met.**

## SECTION E. PROVISIONS

1. This contract is subject to the provisions of R.C. Section 127.16(B). Unless this contract has been competitively bid or approved by the Controlling Board, the amount of compensation paid to the Contractor hereunder, when combined with both the amount of all disbursements to the Contractor during the state fiscal year for purchases made by the agency and the amount of all outstanding encumbrances for purchases made by the agency from the Contractor, shall not equal or exceed \$75,000.00. The Contractor expressly assumes the risk of non-payment for any services rendered in excess of this limitation.
2. In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.
3. The services to be performed under this contract shall meet the standards required by the Accreditation Council for Mental Retardation and Developmental Disabilities or other accrediting or certifying organization, as appropriate.
4. This contract may be terminated without cause by either party, at any time, for any reason, by giving thirty (30) calendar days' advance notice, in writing, to the other party. Notwithstanding this provision, any failure on the part of the Contractor to perform its obligations under this contract shall be cause for immediate termination.
5. The Contractor agrees to complete all documentation and reporting requirements prescribed by the Department.
6. The Department reserves the right to retain ownership of all patents, trademarks, and copyrights as evidence of the services rendered under this contract. To obtain compensation, Contractor agrees to release all such rights to the Department.
7. The Contractor shall provide the Department with a final invoice for all services within a month after the termination date of the contract. Contractor understands that payment cannot be made without the timely submission of contract payment forms.
8. No contract, agreement, or obligation involving the expenditure of money entered into by any department, office, board, commission, or other agency of the state, nor any resolution or order for the expenditure of money passed by any such entity, shall be valid and enforceable, unless the Director of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations. As required by R.C. Section 126.07, the Department's obligations hereunder are subject to the foregoing limitation.
9. Pursuant to R.C. Section 125.111(A), in the hiring of employees for the performance of any work under this contract or any subcontract, neither the Contractor nor any subcontractor shall by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this contract or any subcontract relates.
10. Neither the Contractor, any subcontractor, nor any person acting on behalf of the Contractor or on behalf of any subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract or any subcontract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.
11. The Contractor and any subcontractor shall not discriminate against any program beneficiary on account of race, color, religion, sex, age, handicap, national origin, or ancestry.
12. The Contractor shall comply with its obligations under R.C. Section 125.111(B).
13. The Contractor shall indemnify and hold harmless the State of Ohio from any and all liabilities, claims and actions arising from the performance of services pursuant to this contract.
14. The Contractor shall not subcontract any work or assign its interest in this contract without the prior written consent of the Director of the Department.
15. This contract expresses the entire understanding between the parties. Any changes in the terms hereof shall not be effective unless approved in writing by the Director of the Department.
16. This contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. If any provision of this contract shall be invalid under such laws, the validity of the other provisions shall not be affected.
17. The Contractor agrees that services shall be performed on an as-needed basis and that this contract does not provide a minimum amount of service.
18. Travel expense reimbursement shall not exceed limitations contained in OBM Travel Rule 126-1-02.
19. The Contractor agrees that, as an individual or as a Company, employees while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
20. The Contractor (individuals only) by signature below declines a civil service position, for the reason(s) identified below.

Compensation is inadequate.

Benefits are inadequate.

Not interested in benefits.

Not interested in a Civil Service appointment

Other: \_\_\_\_\_

## SECTION E. PROVISIONS (continued)

21. The Contractor (individuals only), by signature below, affirms that the Contractor is not presently holding a civil service position with the Ohio Department of Mental Retardation and Developmental Disabilities and that holding such a civil service position in conjunction with the term of this contract shall be cause for immediate termination of this contract.
22. Ohio Elections Law: The Contractor, by signature below, affirms that, as applicable to the Contractor, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
23. The Contractor shall perform its obligations under this contract in a manner that enables the Department to comply with its obligations under Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12131 through 12134.
24. The Department may terminate this contract if it determines that the Contractor has violated Provision 23.
25. The Contractor shall assume all liability for and indemnify and hold harmless the Department, its employees, and agents from and against any and all liability, loss, cost, claim, damage, expense, or cause of action of any character whatsoever proximately caused by the Contractor, its employees or agents in connection with the Contractor's violation of Provision 23. The Contractor's indemnification shall extend to all related expenses including, but not limited to, attorney's fees, investigator's fees, and litigation expenses.
26. The Contractor understands and agrees, in entering into this contract, that it serves as an independent Contractor of the Department, and not as an employee of the Department for all purposes, including, but not limited to, the Fair Labor Standards Act. The parties intend no employee/employer relationship. The Contractor retains the sole and exclusive right to control or direct the manner or means by which the work described herein is to be performed. The Department retains only the right to control the ends or results to ensure its conformity with the contract specifications. The Contractor verifies that it is a separate and independent enterprise from the Department and that it has a full opportunity to find other business.
- Both the Contractor and the Department agree that the Department shall withhold no payroll or employment taxes of any kind such as those governed by, but not limited to, the Federal Insurance Compensation Act (FICA), the Federal Unemployment Tax Act (FUTA), the Social Security Act, provisions of the Internal Revenue Code regarding federal personal income tax, and Ohio statutes with regard to state personal income tax, state disability insurance tax and state unemployment tax. Both the Contractor and the Department further agree the Contractor shall assume sole and entire responsibility for the payment of its taxes.
- The Contractor also agrees to provide its own workers' compensation coverage, that the Department has no lawful obligation to obtain workers' compensation coverage for the Contractor and/or its employees, and that the Contractor shall comply with the Ohio workers' compensation laws with respect to it and its employees.
27. Contractor agrees that as an individual or as a company they have not or will assure that they or the people they provide have not been found guilty of, or pleaded guilty to, any offense set forth in Section 5123.081 (E) (1), (2), (3) or (4) of the Ohio Revised Code; nor employ any person who has been found guilty of, or pleaded guilty to, any offense set forth in Section 5123.081 (E) (1), (2), (3) or (4) of the Ohio Revised Code.
28. Contractor will maintain strict confidentiality of all Ohio Department of Mental Retardation and Developmental Disabilities data. Contractor will not release, divulge or otherwise use such information without the prior written authorization of the Ohio Department of Mental Retardation and Developmental Disabilities. In addition, Contractor agrees to report any knowledge of a breach of confidentiality, whether caused by Contractor or not, to the Ohio Department of Mental Retardation and Developmental Disabilities immediately, and to mitigate any adverse effects of such a breach to the extent possible.
29. Contractor (check one)
- |                                     |        |
|-------------------------------------|--------|
| <input checked="" type="checkbox"/> | Is     |
| <input type="checkbox"/>            | Is not |
- a "business associate" pursuant to the definition of the Health Insurance Portability and Accountability Act of 1966 (HIPAA) and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 C.F.R. 160.103. If Contractor is a "business associate", then Contractor will comply with **Attachment A** (Enclosed) herein pursuant to requirements set forth in 45 C.F.R. 164.504(e).
30. Contractor affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation and warranty is deemed to be false, the Contract shall be void *ab initio* as between the parties to this Contract, and any funds paid by State hereunder shall be immediately repaid to State, or an action for recovery may be immediately commenced by State for recovery of said funds.
31. Contractor understands and agrees that all packages, bags and bundles brought onto or taken from the Ohio Department of Mental Retardation and Developmental Disabilities' property may be subject to inspection by security, supervisory and/or management personnel. Video surveillance may also be utilized to assist in the protection of individuals, staff and property.
32. Record-Keeping Requirements. The Contractor shall keep financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located. The Contractor shall keep a separate account for this contract ("contract account"). All disbursements made from the contract account shall be only for obligations incurred in the performance of this contract and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, to support such disbursements. All disbursements from the contract account shall be for obligations incurred only after the effective date of this contract.

## SECTION E. PROVISIONS (continued)

### Provision 32 (Continued)

During the period covered by the contract and until the expiration of three years after the final payment under the contract (or until the expiration of six years after the final payment or any final audit procedure under the contract if the Contractor is a business associate pursuant to paragraph 28 herein), the Contractor shall provide to the State, its duly authorized representatives, or any person, agency, or instrumentality providing financial support to the work performed under the contract, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to the contract. For each subcontract in excess of \$2,500, the Contractor shall require its subcontractors to agree to the provisions of this section on record-keeping.

33. Pursuant to R.C. sections 9.23 to 9.238, if \$25,000 is disbursed pursuant to this contract in a lump sum, or \$75,000 is disbursed to contractor from governmental entities over the course of the state fiscal year, then each of the following terms shall apply:

a. The minimum percentage of money that is to be expended on the contractor's direct costs shall be 100%. Direct costs are defined as those costs associated with providing services that directly benefit a patient, client or the public. Typical direct costs include, but are not limited to: compensation of employees for the time devoted to the performance of the contract; cost of materials or supplies acquired, consumed or expended for the purpose of the contract; equipment and other capital expenditures specified in the contract; and travel expenses incurred to carry out the contract.

b. Contractor shall keep current and accurate records of contractor's expenditures on direct costs to support the receipt and expenditure of monies under the contract.

c. Contractor is subject to the financial review, audit report and other financial compliance requirements established in R.C. sections 9.234 and 9.238 and rules adopted thereunder.

d. Contractor's financial books and records and the financial books and records of any person with which the contractor contracts for the performance of the contractor's obligations under this contract shall be open to inspection by ODMRDD and the state from the time the contractor first applies for payment under the contract.

The Contractor reports directly to (name and title of supervisor) \_\_\_\_\_, who will verify the Contractor's time and services charged to this contract.

Signature of Contractor	Date	Signature of Superintendent	Date
Signature of Deputy Director or Designee	Date	Signature of Director or Designee	Date

**(REVISED March, 2007)**

**(DMR-0028)**