

## **Warrensville Developmental Center Request for Proposal for Psychiatry Services**

The Warrensville Developmental Center (WDC) is a residential center serving consumers subject with developmental disabilities, operated by the Ohio Department of Developmental Disabilities (D.O.D.D). Although not all consumers are in need of psychiatric therapy, each consumer does receive a comprehensive habilitation program which is designed and monitored by a team of professional staff. Psychiatric therapy is an integral part of that team approach which will enable consumers to reach their potential and assist with their transition into other living situations.

### **Contractor Qualifications**

The psychiatrist must be properly licensed in the State of Ohio and remain licensed throughout the entire contract period.

Experience with developmentally disabled persons is not necessary, but may assist the psychiatrist success in providing services. It is generally expected that one (1) psychiatrist will provide services throughout the contract period. A corporation submitting a proposal must submit the name and a copy of the license of the psychiatrist who will provide the service with the proposal. If the contractor is a corporation, the individual psychiatrist who will be providing the service must be available for an interview within two weeks of the date proposals are due. If the need arises to provide a new/different psychiatrist during the duration of the contract, it is the contractor/corporation's responsibility to make the individual psychiatrist available for training at WDC for up to 10 hours at no cost to WDC.

### **On-Site Services**

All psychiatry services are to be provided on-site unless otherwise approved by the Staff Psychologist here at WDC.

The psychiatrist will provide the below services:

1. Up to 6 hours of service a week
2. A psychiatrist who is board eligible/board certified in psychiatry, act as an advisor, providing consultation services, make recommendations for policies and procedures concerning psychiatry upon request, available for regular consultation as well as emergency services;
3. The psychiatrist will function as a part of an interdisciplinary team and will attend meetings and submit documentation, as specified in the Center's policies and procedures;
4. The psychiatrist will be knowledgeable and skilled in the diagnosis and treatment of psychiatric conditions as they occur in Individuals with mental retardation and developmental disabilities.
5. The psychiatrist will advise and assist the facility in maintaining compliance with the Conditions of Participation and standards for intermediate care facility services for the mentally retarded (ICF/MR). The psychiatrist will be in attendance for all psychotropic medication review meetings designed to monitor the effectiveness of the psychoactive medications in addressing the symptoms of the diagnosis, side effects, and contraindications for continued use.
6. The psychiatrist will be on 24 hour call for emergencies and crisis.
7. The services to be performed shall meet the standards set by the Accreditation Council for Mental Retardation and Developmental Disabilities and other accrediting and certifying organizations as appropriate. Contractor shall perform all services with a reasonable standard of care; skill and diligence such as would normally be provided by an experience consultant.
  - a. Contractor shall maintain all necessary licenses and registrations. All services shall be performed in accordance with: (1) generally accepted standards of care in the community and the quality criteria adopted by the Agency; (2) policies of the Agency; and (3) applicable rules and standards for the certification of an intermediate care facility for the mentally retarded.

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b. The contractor reports directly to Dr. Daniel Cowan, Psychologist and/or or Ms. Jane Nichols, Program Direct who will verify the contract's time and service charged to this contract.

### **Normal Work Schedule**

The hours of work will be up to 6 hours of service per week. The contractor should specify the number of hours available. Any restrictions regarding time availability should be included in the proposal.

### **Period of Service**

The period of service is intended to be from approximately July 1, 2011 through June 30, 2013.

### **Submission of Proposal**

Proposals should be emailed to Norm Hills at Norm.Hills@dodd.ohio.gov. Proposals are due no later than **2:00 p.m. on (4/25/11)**.

Proposals should be stated in terms of dollars per hour worked. The maximum number of hours permitted during the approximate period of service (July 1, 2011 through June 30, 2013) is 312 hours per year.

### **Site Visitation**

Site visitation can be arranged by appointment by calling (216) 464-7400, Monday through Friday from 8:00 a.m. to 4:00 p.m. and requesting to speak with Norm Hills.

The provisions of the Ohio Department of Developmental Disabilities Personal Service Contract will become part of the final agreement between the successful offeror and the Center. Therefore, the evaluation process resulting in the final award of a contract rests with the Center and the Ohio Department of Developmental Disabilities. The Center and the Ohio Department of Developmental Disabilities reserve the right to determine that the award of a contract would not be in the best interest of the Center, the Ohio Department Developmental Disabilities, or the State of Ohio.

The Center and the Ohio Department of Developmental Disabilities reserve the right to accept or reject any and all offers, in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in the offeror being non-responsive, provided this does not affect the amount of the offer or result in a competitive advantage to the offeror.

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

By submitting a signed proposal for this service, the vendor affirms that, as applicable to the vendor, 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 committee.

It is the policy of the Ohio Department of Developmental Disabilities that there shall be a minimum of one year from the date of retirement from State service to consider for rehire/Personal Service Contract with the Department. However, when the individual has taken advantage of an Early Retirement Incentive Plan (ERIP), the length of time between retirement and consideration for rehire/Personal Service Contract shall be the greater of one year or the amount of service that was purchased for the individual in the ERIP. The Director retains discretion to waive this requirement for good cause shown.

If the apparent contractor is a corporation, the person who will be providing the service must be selected by the corporation and be interviewed by the WDC supervisor within approximately two weeks of the proposed opening. If this stipulation is not fulfilled the proposal can be refused.

Fund	Account	ALI	Department	Program	Grant	PO Number	CB and/or R&P Number (if applicable)
3A40	515002	323605	DMR211000	4401Q			

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

**SECTION A. CONTRACT PARTIES**

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

Name of Developmental Center, Office, or other Contracting Entity	Address (Street, City, State, Zip)
Warrensville Developmental Center	4325 Green Road, Highland Hills, OH 44128

**and**

Contractor's Name	Address (Street, City, State, Zip)	OAKS Vendor Number

Type of Service Provided: Staff Psychiatrist

**SECTION B. EFFECTIVE DATES**

This contract is effective July 1, 2011 through June 30, 2013 unless terminated prior thereto pursuant to Section G. Services shall not begin until Agency receives OBM approved Purchase Order.

**SECTION C. COMPENSATION**

1. The Contractor will be paid for the term of this contract as follows (check option a or b):
  - a.  Fee Schedule. Attach Fee Schedule to Contract or include Fee Schedule in Section D.1.a.
  - b.  Hourly Rate. Complete the information below

Fiscal Year	Rate per Hour	Maximum Hours Worked	Maximum Fiscal Year Contract Amount
2012			
2013			

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

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

4. Agency shall pay Contractor within thirty (30) days of receipt and approval of the invoice.
5. This Contract does not guarantee a minimum amount of service. Services shall be performed on an as needed basis as directed by Agency.

## **SECTION D. DUTIES OF CONTRACTOR**

1. Contractor shall:
  - a. Provide services up to 6 hours of service a week at \_\_\_\_\_ per hour;
    1. A psychiatrist who is board eligible/board certified in psychiatry, act as an advisor, providing consultation services, make recommendations for policies and procedures concerning psychiatry upon request, available for regular consultation as well as emergency services;
    2. The psychiatrist will function as a part of an interdisciplinary team and will attend meetings and submit documentation, as specified in the Center's policies and procedures;
    3. The psychiatrist will be knowledgeable and skilled in the diagnosis and treatment of psychiatric conditions as they occur in Individuals with mental retardation and developmental disabilities.
    4. The psychiatrist will advise and assist the facility in maintaining compliance with the Conditions of Participation and standards for intermediate care facility services for the mentally retarded (ICF/MR). The psychiatrist will be in attendance for all psychotropic medication review meetings designed to monitor the effectiveness of the psychoactive medications in addressing the symptoms of the diagnosis, side effects, and contraindications for continued use.
    5. The psychiatrist will be on 24 hour call for emergencies and crisis
    6. The services to be performed shall meet the standards set by the Accreditation Council for Mental Retardation and Developmental Disabilities and other accrediting and certifying organizations as appropriate. Contractor shall perform all services with a reasonable standard of care; skill and diligence such as would normally be provided by an experience consultant.
  - b. Contractor shall maintain all necessary licenses or registrations. Contractor shall perform all services with reasonable care, skill and diligence as would normally be provided by an experienced consultant and in accordance with industry standards.

OR – (select either the paragraph above or below – which ever is most applicable then delete the other and this note)

Contractor shall maintain all necessary licenses and registrations. All services shall be performed in accordance with: (1) generally accepted standards of care in the community and the quality criteria adopted by the Agency; (2) policies of the Agency; and (3) applicable rules and standards for the certification of an intermediate care facility for the mentally retarded.
  - c. The contractor reports directly to (Dr. Dan Cowan, Psychologist) \_\_\_\_\_ who will verify the contract's time and service charged to this contract.
2. Contractor shall comply with all applicable statutes and all Agency rules including but not limited to the following specific duties and responsibilities:

- a. "Direct services position" means an employment position in which the employee has physical contact with, the opportunity to be alone with, or exercises supervision or control over one or more individuals.
- b. "Specialized services" means any program or service designed and operated to serve primarily individuals with mental retardation or a developmental disability, including a program or service provided by the Contractor. If there is a question as to whether the contractor or its employee is providing specialized services, the contractor shall request that the Department make a determination. The Department's determination is final.
- c. Background Check Requirements. If Contractor will be placing employees, including staff working through a temporary agency, in a Developmental Center to work in a direct services position for the provision of specialized services to the individuals residing in the Developmental Center, the Contractor will comply with the criminal background check requirements in Ohio Administrative Code 5123:2-3-06.
- d. Tuberculosis Testing
  - (i) Habilitation staff and support staff employed on or after the effective date of this rule shall be tested for tuberculosis in accordance with this paragraph. The required tuberculosis test shall include a two-step Mantoux tuberculin skin test administered by a person properly trained to administer tuberculin skin tests, or, if the person has a documented history of a significant Mantoux skin test, an x-ray. The person shall not work in the facility until after the results of the first skin test have been obtained and recorded in millimeters of in duration. If the first step is non-significant, a second step shall be performed at least seven, but not more than twenty-one, days after the first step was performed. Only a single Mantoux is required if the person has documentation of either a single-step Mantoux test or a two-step Mantoux test within one year of commencing work.
  - (ii) If either step of the Mantoux test is significant, the person shall have a chest x-ray and shall not enter the residential facility until after the results of the chest x-ray have been obtained and the person is determined to not have active pulmonary tuberculosis. Whenever a chest x-ray is required by this paragraph, a new chest x-ray need not be performed if the person has had a chest x-ray no more than thirty days before the date of the significant Mantoux test. Additional Mantoux testing is not required after one medically documented significant test. A subsequent chest x-ray is not required unless the person develops symptoms consistent with active tuberculosis.
  - (iii) For persons with a significant Mantoux test and the chest x-ray does not indicate active pulmonary tuberculosis, the facility shall require that the person be evaluated and considered for preventive therapy. Thereafter, the facility shall require the person to report promptly any symptoms of tuberculosis which include unexplained weight loss, loss of appetite, chronic cough of more than three weeks, fever, coughing, and spitting up blood and night sweats. The facility shall annually document the presence or absence of symptoms suggestive of tuberculosis in such a person and maintain this documentation on file.
  - (iv) After initial screening for tuberculosis required by this paragraph and annually thereafter within one year plus or minus thirty days of the previous year's date of screening, a tuberculosis screening for symptoms suggestive of active tuberculosis shall be conducted for all

habilitation and support staff. This screening shall include, at a minimum, questions about the signs and symptoms of tuberculosis as indicated in paragraph (B)(6)(b) of this rule. The frequency of any additional Mantoux skin test screenings or the need for a physician evaluation shall be dependent upon this assessment. [5123:2-3-07(B)(6)(a-c)].

- e. Personnel Records. Personnel records shall be maintained for each employee in accordance with the contractor's personnel policies. [5123:2-3-07(D)].
- f. Professional Staff Credentials. Professional program staff must be licensed, certified, or registered, as applicable by the state, to provide professional services in the field in which they practice. [5123:2-3-07(B)(7)].
- g. First Aid and CPR Training. The Contractor shall ensure that designated staff receive training in first aid and CPR to comply with the requirements established in rule 5123:2-3-07("Employment and Staffing") of the Administrative Code. [5123:2-3-08(B)(5)].
- h. Compliance with Laws. Upon request, Contractor shall provide the Developmental Center with a copy of any report or abstract obtained under Ohio Administrative Code 5123:2-3-06, 5123:2-3-07(D), 5123:2-3-07(B)(7), 5123:2-3-07(B)(6)(a-c), 5123:2-3-08(B)(5).

## **SECTION E. NATURE OF CONTRACT**

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

## **SECTION F. CERTIFICATION OF FUNDS**

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

## **SECTION G. TERMINATION OF CONTRACT**

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

## **SECTION H. INDEPENDENT CONTRACTOR**

1. No relationship of employer and employee is created by this contract. Contractor will act hereunder as an independent contractor with no claim under this Contract or otherwise against Agency or the State of Ohio for business expenses, travel expenses, vacation pay, sick pay, retirement benefits, workers compensation, or disability or unemployment insurance benefits or employee benefits of any kind. Contractor is not eligible to participate in any employee benefit or retirement plans offered by Agency or the State or Ohio. Agency shall withhold no payroll or employment taxes of any kind.
2. Contractor is solely responsible for all of Contractor's business expenses, including the payment or withholding of all federal, state and local income taxes, workers compensation insurance, social security and unemployment insurance, and the payment of wages and salaries, travel expenses, insurance of every kind, and health and retirement plans. Contractor shall indemnify and hold Agency harmless from and against any and all claims, demands, liabilities, losses, damages and expenses resulting in any manner from any act or omission of Contractor or its employees related to its obligation to pay and withhold income tax, social security, unemployment insurance and to maintain worker's compensation insurance.
3. Nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that Agency 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.
4. 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.

## SECTION I. RECORD KEEPING

1. Until the expiration of six (6) years after the termination of this Contract, Contractor will, upon proper request, allow the Comptroller General of the United States, the U.S. Department of Health and Human Services, the State of Ohio, the Ohio Medicaid Fraud Control Unit and the Ohio Department of Job and Family Services and their duly-authorized representatives access to Contractor's books, documents and records necessary to certify the nature and extent of costs of reimbursable services provided under this Contract. For each subcontract in excess of \$2,500, the Contractor shall require the subcontractor to agree to these record keeping provisions. If Contractor is requested to disclose any books, documents or records relevant to their Contract for the purpose of an audit or investigation by any government agency, Contractor shall immediately notify Agency of the nature and scope of the request and shall make available to Agency all books, documents and records relevant to the request.
2. All provisions under this section survive the expiration or termination of this Contract.

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

1. No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
2. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
3. Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2011-03K. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws and Executive Order.
4. Contractor represents and warrants that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.
5. Contractor represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.
6. Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25. If this representation and warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.
7. Contractor hereby represents and warrants to Agency that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the

"Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization." Contractor further represents and warrants that it has provided or will provide such Declaration to Agency prior to execution of this Contract. If these representations and warranties are found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

8. Contractor represents and warrants that neither it nor any of its employees or agents are excluded from participation under any Federal health care program, as defined under 42 U.S.C. Section 1320a-7b(D), for the provision of items or services for which payment may be made under a Federal health care program; Contractor has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that Contractor knows is excluded from participation in any Federal health care program, and no final adverse action, as defined under 42 USC Section 1320a-7e(g) has occurred or is pending against Contractor or to its knowledge against any employee contractor or agent engaged to provide items or services under this Contract (collectively, "Exclusions/Adverse Actions"). Contractor shall notify Agency of any Exclusions/Adverse Actions within five (5) business days of its learning of such Exclusions/Adverse Actions.
9. Contractor shall comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
10. Contractor warrants that it has not entered into, nor shall it enter into, other Contracts, without prior written approval of Agency, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other Contracts.
11. Contractor represents and warrants that neither it nor any of its employees or agents has been convicted of any offense set forth in Section 5123.081(E) of the Ohio Revised Code.
12. Contractor affirms that neither it nor any of its employees or agents is presently holding a civil service position with the State of Ohio. The Contractor (if an individual) declines a civil service position for the reason(s) identified below.
  - contractor is not an individual
  - not interested in benefits
  - not interested in civil service appointment
  - compensation and benefits is inadequate
  - other

## SECTION K. NONDISCRIMINATION

1. Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, veteran status, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.
2. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, national origin, veteran status or disability.
3. Pursuant to Ohio Revised Code Section 125.111, Contractor shall maintain a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and

a progress report on its implementation with the equal employment opportunity office of the Department of Administrative Services.

4. Contractor shall not discriminate in the provision of services on account of race, color, religion, sex, age, natural origin, veteran status or disability.

## **SECTION L. LIABILITY**

1. Contractor agrees to indemnify and to hold Agency and the State of Ohio harmless and immune from any and all claims, costs and liabilities for injury or damages arising from this Contract which are attributable to Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers 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.

OR – (select either the paragraph above or below – then delete the other and this note; use the paragraph below if contracting with another public agency, use the paragraph above for all other contracts)

1. Each party shall accept and be responsible for its own acts or omissions, as well as those of its employees discharging its obligations under this Agreement. Nothing in this Agreement shall be interpreted or construed to place any responsibility for acts or omissions of one party or its employees onto the other party.
2. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
3. Contractor shall purchase and maintain comprehensive general and professional liability insurance each in the minimum amount of \$1,000,000 per occurrence. Upon request, Contractor shall furnish Agency with a certificate of coverage.

## **SECTION M. COMPLIANCE WITH LAWS**

1. Contractor, in the execution of duties and obligations under this Contract, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
2.
  - a. The Contractor affirms to have read and understands Executive Order 2010-09S and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment.
  - b. The Contractor also affirms, understands, and agrees to immediately notify Agency of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.
  - c. The Agency is not obligated and shall not pay for any services provided under this Contract that the Contractor or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and Contractor shall immediately return to the Agency all funds paid for those services. In addition, if the Contractor or any of its subcontractors perform any such services outside of the United States, the Agency may, at any time after the breach, terminate this Contract for such breach, upon written notice to the Contractor. If the Agency terminates the Contract, the Agency may buy substitute services from a third party, and the Agency may recover the additional costs associated with acquiring the substitute services.

d. If the Contractor or any of its subcontractors prepares to perform services, changes or shifts the location(s) of services performed by the Contractor or its subcontractors under this Contract to a location(s) outside of the United States, but no services are actually performed, the Contractor has 30 days to change or shift the location(s) of services performed to location(s) within the United States. The Agency may recover liquidated damages in the amount of 5% of the value of the contract for every day past the time permitted to change or shift the location(s).

## **SECTION N. CONFIDENTIALITY**

1. Contractor agrees that all data, reports and information received from Agency shall be used only for the services to be provided under this Contract. Contractor agrees that all discussions with Agency personnel and all reports prepared by Contractor are confidential. Contractor agrees to maintain the confidentiality of all such information and will not release such information without the prior written authorization of Agency.
2. Contractor  IS or  IS NOT a "business associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45CFR160.03. If Contractor is a business associate then Contractor shall comply with Addendum A.
3. All provisions under this section survive the expiration or termination of this Contract.

## **SECTION O. ENTIRE CONTRACT/WAIVER**

1. This Contract contains the entire Contract between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
2. This Contract supersedes any and all previous Contracts, whether written or oral, between the parties.
3. A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

## **SECTION P. NOTICES**

All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon mailing and shall be sent to the addresses set forth below:

Wendy DiGregorio  
DODD  
Superintendent  
4325 Green Road  
Highland Hills, OH 44128

[Name]  
[Contractor Name]  
[Title]  
[Address]

## **SECTION Q. SEVERABILITY**

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

## **SECTION R. CONTROLLING LAW**

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

### **SECTION S. SUCCESSORS AND ASSIGNS**

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

### **SECTION T. ACCESS TO PREMISES**

Contractor acknowledges that all packages and bags brought into or taken from Agency premises may be subject to inspection by security, supervisory and management personnel. Video surveillance may also be used to assist in the protection of individuals, staff and property.

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

John Martin  
Ohio Department of Developmental Disabilities  
Director

[Name]  
[Contractor Name]  
[Title]

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

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

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

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

Ginnie Whisman  
Ohio Department of Developmental Disabilities  
Deputy Director

Wendy DiGregorio  
Ohio Department of Developmental Disabilities  
Superintendent (if applicable)

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

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

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

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