

Ohio Department of Developmental Disabilities (DODD)
Division of Policy & Strategic Direction

Request for Proposal (RFP)

ADMINISTRATION OF THE NATIONAL CORE INDICATORS (NCI) CONSUMER
SURVEY IN OHIO
-YEAR 4 & 5-

April 13, 2011

This RFP can also be found at: www.dodd.ohio.gov

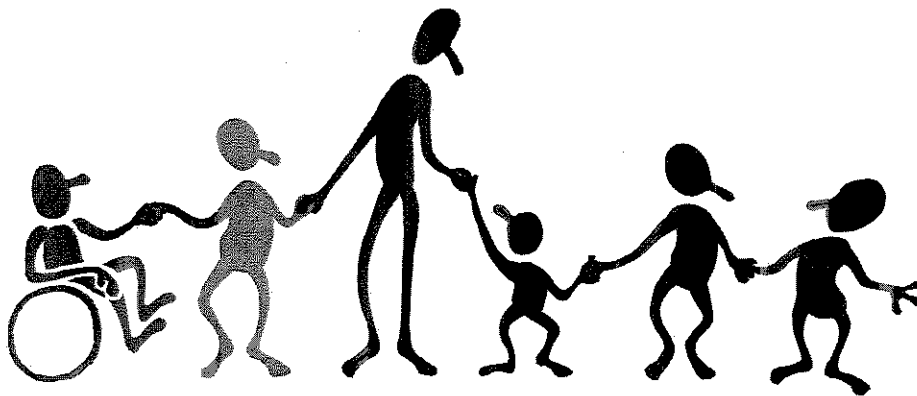


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Mission Statement

The mission of the Ohio Department of Developmental Disabilities (DODD) is continuous improvement of the quality of life for Ohio's citizens with developmental disabilities and their families.

Guiding Principles

DODD will:

... Provide leadership in the development of public policy that supports self-determination principles of freedom, support, authority, responsibility and confirmation.

... Conduct business in an ethical manner and within a formally structured Quality Management system.

... Develop sustainable resources that are consistently and equitably distributed and administered.

... Increase the capacity of state and local systems to support individuals and families.

... Work collaboratively with partners and stakeholders to establish statewide policy that positively affects the day-to-day lives of individuals and their families.

... Communicate and promote, throughout the DD system, an environment of open dialogue about system issues and changes as they are developed and implemented.

I. Overview

The Ohio Department of Developmental Disabilities (DODD) is responsible for overseeing a statewide system of services and supports for people with developmental disabilities and their families. Therefore it is no surprise that the mission of the DODD is ***"continuous improvement of the quality of life for Ohio's citizens with developmental disabilities and their families"***.

While DODD has considerable adeptness in monitoring quality through regulatory compliance methodologies (i.e., Medicaid Standards, Fiscal Audits, and Quality Reviews), measuring the quality of services on an individual, outcome-based level utilizing standardized, evidence-based tools, is relatively new. Incorporating the Participant Experience Survey (PES) and National Core Indicators (NCI) to determine both on an individual (PES) and systems (NCI) level how satisfied people are, if the quality of their lives is increasing, and having the ability to look at Ohio's outcomes and comparing them to outcomes in other states, becomes fundamental for oversight, planning, resource allocation, and most importantly, supporting the improvement of the quality of life for Ohio's citizens with developmental disabilities and their families.

A. Background

In January 2007, Governor Ted Strickland mandated via Am. Sub. HB No. 119, Section 337.20.20, the creation of the DODD Futures Study Committee. The 22-member Committee was comprised of individuals and families who receive services; legislators; representatives of advocacy, labor and professional organizations; and state agencies. The Director of the Ohio Department of Developmental Disabilities served as the Committee's chairperson. The Committee, divided into four Sub-Committees (Accessing Services & Supports, Financing, Delivering Quality Services, Serving Populations with Specialized Needs), was charged to;

- Review the effectiveness, efficiency, and sustainability of current uses of funding for the state's developmental disabilities system.
- Propose alternatives for effectively funding the nonfederal share of Medicaid expenditures for home and community-based services for individuals with developmental disabilities, including the amendments by this act to sections 5123.047, 5123.048, 5123.0414, 5126.059, 5126.0510, 5126.0511, and 5126.0512 of the *Ohio Revised Code*.
- Identify the potential for reducing administrative costs in the state's developmental disabilities system.
- Propose alternatives for effectively balancing revenues available to the state and the county boards of developmental disabilities to fulfill their responsibilities for funding, planning, and monitoring the delivery of developmental disability services.
- Examine the efficiency and effectiveness of the current system of separate and concurrent developmental disabilities accreditation, licensure, certification, quality assurance, and quality improvement activities and propose changes to improve that system.
- Recommend steps necessary to assure the long term financial sustainability of developmental disability services to meet current and future needs while affording counties the ability to make local decisions about the priority uses of local tax levy funding.
- Determine the feasibility and potential benefits of regional planning approaches to meet specialized and intensive service needs.
- Propose improvements needed and action steps to fully realize the principle of self-determination by individuals with developmental disabilities.
- Evaluate the effectiveness and equity of the state's developmental disabilities systems' uses of waiting and service substitution lists, priority populations, and having separate acuity instruments that vary by service setting.
- Review other matters the Director of DODD considers appropriate for evaluations

As a subsidiary of the larger group, the *Delivering Quality Services Sub-Committee's* legislative charge was to "Examine the efficiency and effectiveness of the current system of separate and concurrent accreditation, licensure, certification, quality assurance, and quality improvement activities and propose changes to improve that system". Through the Sub-Committees efforts, 15 recommendations were submitted and approved by the Futures Study Committee for action.

Beginning in July of 2008, DODD adopted the National Core Indicators (NCI) as a basis for measuring the performance of, and improving Ohio's service delivery system. Because of the importance of this work and the powerful information it provides to DODD's policy makers and partners throughout the State of Ohio, the DODD has issued this multi-year proposal for implementation of the National Core Indicators. The following proposal will focus on **Year 4 (2011-2012) & Year 5 (2012-2013) implementaion.**

B. Objective

Implementation of the National Core Indicators will help the DODD continue to measure system performance and make improvements that will better support individuals with developmental disabilities and their families in Ohio. It will enable Ohio to learn about the strengths and weaknesses of the DD service delivery system and continue to craft plans to improve the quality of life of people with DD. In addition, implementation of the National Core Indicators will allow Ohio to continue the evaluation of numerous cause and effect conditions such as the relationship between funding and quality outcomes, and the perceived effect on quality of life based upon the implementation of self-direction.

The rationale for using NCI is also based on the following;

- The focus is on desired outcomes for people receiving services;
- They have been determined to be valid and reliable;
- They are currently being utilized in 29 other states;
- They will allow Ohio to compare its performance with other states;
- They align with the CMS Home and Community-Based Services Quality Framework;
- They support strategic system planning.

In addition to using the National Core Indicators as a basis for measuring the performance of, and improving Ohio's service delivery system in general, implementation of the National Core Indicators will serve as a mechanism to continue to provide feedback on numerous Futures Study Committee Recommendations as well as to inform Ohio's identified priority areas, furthering system improvement. As the system progresses, the DODD, through implementation of the National Core Indicators, will be better able to continue to measure progress on established Futures goals, collect and provide outcomes data on relevant issues such as Autism and employment, develop change strategies most likely to bring about improvement, and to ultimately empower individuals and families within the system.

The "Futures Implementation Plan", to realign the work to achieve the Futures vision, included the following high impact system change/priority areas;

- Individual Service Planning/Service and Support Administration
- Quality Agenda
 - **National Core Indicators**
 - Regulatory Reform
 - A Provider is a Provider

- Roll of Individuals and Families
- Realign incentives to fund philosophy
- Comprehensive, Statewide Housing Plan
- Empowerment of Individuals and Families
 - Self Direction/Determination
 - Employment
 - Individual Budgets

C. Purpose

As a result of implementing nationally recognized performance and outcome indicators on a continuing basis, individuals and families in Ohio's DD system will have the opportunity to become a strong voice in the service delivery system, and developmental disabilities policy makers will continue to receive the information they need to focus on the desired outcomes for the people receiving those services.

DODD is issuing this Request for Proposals (RFP) to engage a contractor in a partnership with DODD in the Administration of the National Core Indicators Consumer Survey – Year 4 & 5.

D. Issuing Agency/Division

The DODD, Division of Policy & Strategic Direction, is issuing this RFP. The main contact for this RFP is:

Tina Evans
Division of Policy & Strategic Direction
Ohio Department of Developmental Disabilities
30 E Broad St, 12th Floor
Columbus, Ohio 43215
614.752.9028 (phone) 614.728.7072 (fax)
tina.evans@dodd.ohio.gov

II. Scope of Work and Specifications of Deliverables

A. Project Design

For Year 4 (2011-2012), DODD is issuing this Request for Proposals (RFP) to engage a contractor in a partnership with DODD to conduct 400 Consumer Surveys via face-to-face administration, and for Year 5 (2012-2013), the contractor would conduct 400 Consumer Surveys via face-to-face administration, in addition to 1200 Family Surveys via phone.

B. Specifications of Deliverables

The Year 4 (2011-2012) & Year 5 (2012-2013) deliverables are components of implementing the following National Core Indicators Surveys;

- Coordinate/schedule and complete the Pre-Survey Form for each of the 400 individuals randomly selected to participate via contact with the County Board (which may include contractor meeting in-person at County Board to complete forms as necessary) on the Pre-Survey Forms provided;
- Coordinate/schedule and complete the Background Information Form for each of the 400 individuals randomly selected to participate via contact with the county board (which may include contractor meeting in-person at County Board to complete forms as necessary) on the Background Information Forms provided;
- Coordinate/schedule and conduct a Consumer Survey/Interview with each of the 400 randomly selected individuals via face-to-face interviews with each person at the location of the person's choice, using the National Core Indicators Consumer Survey form provided (subject to addition of questions as deemed appropriate by DODD/HSRI);
- Input all data collected into the ODESA System via the Human Services Research Institute's (HSRI) website on a regularly scheduled basis;
- Provide the DODD NCI Project Manager a copy of all data uploaded to ODESA/HSRI in Excel format on a regularly scheduled basis;
- Prepare and transmit the schedule for all aspects of the work as outlined in this proposal via e-mail to the DODD NCI Project Manager, Tina Evans.
- Complete and send monthly reports regarding all aspects of the work including, but not limited to; status, risks mitigated, and progress, via e-mail to the DODD NCI Project Manager, Tina Evans.
- **FOR YEAR 5 (2012-2013) ONLY**, the deliverables are the **same as above with the addition** of coordinating/completing 400 family/child surveys, (family who has a child living at home), 400 family/adult (family who has an adult living at home), 400 family/guardian surveys, (family or guardian who has family member living outside the family home in an alternative setting). All family surveys will be completed via phone.

The contracted services and the proposal from the bidder shall include, but not be limited to, the following areas:

1. How the bidder will:
 - a. Schedule and complete (400) Consumer Pre-Survey forms;
 - b. Schedule and complete (400) Consumer Background Information forms;
 - c. Schedule and implement (400) face-to-face Consumer Surveys;
 - d. Schedule and complete 1200 family surveys via phone;

- e. Determine staffing as related to administration of a., b., c & d. above;
 - f. Adhere to survey administration training guidelines as determined by HSRI;
 - g. Comply with all privacy regulations as they relate to individuals served in the DD system and their families;
 - h. Collect and store survey data;
 - i. Transfer survey data to DODD and HSRI;
 - j. Complete and transmit the work schedule to DODD;
 - k. Complete and transmit monthly reports to DODD.
2. Project Work Plan:
- a. Provide a draft work plan outlining how the bidder will address the deliverables in #1 above. Upon notification, the selected bidder's project manager shall prepare a presentation for the DODD to be made no later than **June 20, 2011** outlining the final work plan to be followed for completion of all deliverables.
 - b. The final work plan may be negotiated between DODD and the selected bidder after the presentation. Upon approval of the final work plan by DODD the successful bidder may begin implementation of the project no earlier than the "Start Work Date" as indicated in the contract. Documentation of DODD approval will be provided in electronic form within ten working days of the selected bidder's final, proposed work plan.
 - c. Regular updates to the work plan shall be submitted to the DODD communications contact on at least a monthly basis, or more frequently as needed to communicate progress, through the duration of the contract.
3. Meetings and Communications:
- a. The selected bidder will participate in monthly status updates, in person or via electronic mail/e-mail, with designated DODD staff, to assure the project is on track and addressing each of the objectives and deliverables.
 - b. The selected bidder will determine the method/mode of communicating project status updates (for example, the submission of a project work plan update will be made prior to a meeting with DODD staff).
 - c. The selected bidder shall reference the frequency and mode of communicating with the DODD contact, in the proposed work plan (e.g., electronic mail/e-mail, phone, fax, hard copy). The selected bidder's contact person shall also be designated on the work plan, including all pertinent contact information.
4. Feedback:
- a. DODD will make staff available, as negotiated in the selected bidder's final work plan.
 - b. DODD will make contact information available as appropriate and will assist the selected bidder in finding the appropriate resources.
5. Follow-up.
- a. The selected bidder will provide follow-up consultation with DODD personnel as necessary.

III. Bidder Information

A. Requests for Interpretation / Clarification

1. Any necessary revisions, updates, and questions submitted in writing with corresponding answers, will be posted on DODD's website at (<http://dodd.ohio.gov>). Bidders may also sign-up to receive any updates by e-mail. To sign-up, go to the DODD website: <http://dodd.ohio.gov> Click on the headline, "To Subscribe to RFP Notice, Click Here or send email to; join-rfp.notice@dodd.state.oh.us."
2. If a bidder finds any perceived conflict, error, omission or discrepancy in this Request for Proposals or documents in the bidder's library, the bidder shall submit an electronic or faxed request for an interpretation or clarification to the DODD contact.
3. Requests for interpretation or clarification, or a notice of interest ***must be submitted in writing and must be received by 4:00 p.m., April 20, 2011.*** DODD will send an electronic or faxed response to all such requests for interpretation or clarification by **April 27, 2011.**

B. Bidders' Library

1. Items. DODD recognizes that bidders may not be familiar with some of the documents/programs referenced in this RFP. DODD has created a Bidders' Library to include:
 - Futures Committee Final Recommendations (w/link to website);
 - National Core Indicators Description (w/link to website);
 - Consumer Survey;
 - Consumer Pre-Survey Forms;
 - Consumer Background Information Forms;
 - DODD Personal Service Contract Form;
 - DODD Personal Service Contract Form, Attachment A, Business Associate Addendum;
 - DODD-County Board HIPAA Compliance Contract Forms
2. Location and Availability. The items may be viewed by potential bidders in person, Monday through Friday, from **April 13, 2011 through May 2, 2011**, from 10 a.m. to 3 p.m. at the Ohio Department of Developmental Disabilities, Division of Policy & Strategic Direction, 30 E Broad Street, 12th Floor, Columbus, Ohio, 43215, and viewed online at: www.dodd.state.oh.us by following the link on the homepage titled, "Futures & More".

IV. Other Requirements

A. Communications Prohibited

From the issuance date of this RFP, until a contract is awarded to a bidder, there may not be communications concerning the RFP between any bidder who expects to submit a proposal and any employee of DODD involved in the issuing of the RFP or other state employee who is in any way involved in DODD's implementation of the National Core Indicators.

The only exceptions to this prohibition are communications provided through the submission of written requests for clarification/interpretation in accordance with Section III of this RFP.

B. Cost Parameters

The maximum amount of money to be awarded, as a part of this project, shall be **\$115,000** for the contract period. A proposal that exceeds the maximum contract award amount shall be disqualified from further consideration.

C. Time Frame

1. Subject to approval by the State Controlling Board, the contract period will begin no sooner than **July 5, 2011** (actual date TBD), **and run through June 28, 2013.**
2. This project is expected to be completed according to the major milestones and deliverables outlined in Section II. Completion of the deliverables will be determined by DODD.
3. Any revisions to the dates established must be requested in writing by the selected bidder and authorized in writing by DODD.

D. Fee Schedule

The Contractor shall be compensated based on deliverables as outlined in Section II. The personal services contract between DODD and the selected bidder will further specify the timelines for completion of each deliverable. For each day that the successful bidder is late in completion of deliverables, payment will be reduced by one-half of one percent the amount due.

E. Procurement Time Table

DODD's proposed schedule for reviewing proposals and project work is indicated below. The Department, in all cases, will determine the ultimate timing of events related to this procurement. Timelines are subject to change, upon notice, at the sole discretion of the State.

Stage	Deadline
Public Notice	April 13, 2011
Requests for Clarification and Letters of Interest due to DODD	April 20, 2011
Clarification from DODD due	April 27, 2011
Proposals due to DODD	May 2, 2011
Evaluation and Selection Process	Week of May 2 nd , 2011
Notification of Award	Week of May 2 nd , 2011
Work plan from selected bidder due to DODD (no later than)	June 20, 2011
Work plan approval date from DODD to selected bidder due	June 27, 2011
Start work date	July 5, 2010 or TBD by OBM – DODD will notify selected bidder when contract is approved
Final deliverables for Year 4 due to DODD	June 29, 2012
Final deliverables for Year 5 due to DODD	June 28, 2013

F. State Contracts

Proposals must list any current contracts the bidder has with State of Ohio agencies, boards or commissions. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percent of the project completed.

G. Interview

Firms or individuals submitting bids may be requested to participate in an interview as part of the evaluation process. DODD reserves the right to select from responding bidders for interviews and may not interview all bidders submitting proposals. The bidder shall bear the cost of travel to any scheduled interview.

H. Start Work Date

The selected bidder must be able to begin work no later than fourteen (14) working days after the date on which the Ohio Office of Budget & Management encumbers funds for the contract. The DODD contact person will notify the selected bidder in writing when work may begin under the contract. Any work begun by the selected bidder prior to this date will not be reimbursable by DODD.

I. Proposal Costs

Costs incurred in the preparation of this proposal and any subsequent contracts are to be borne by the bidder. DODD will not contribute in any way to the costs of preparation. Any costs associated with proposal review interviews will not be DODD's responsibility.

J. Proprietary Information

All proposals submitted shall become the property of DODD. All information submitted by the bidder will be considered to be public information unless the bidder specifically demonstrates, in writing, which information it considers to be proprietary. "Proprietary information" is information which, if made public, would put the bidder at a disadvantage in the market place and trade in which the bidder is a part. Consequently, any 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. DODD will make the final decision as to whether information is "public" or "proprietary."

K. Contractual Requirements

1. Any contracts resulting from the issuance of this RFP are subject to the terms and conditions as provided in the personal services contract, which is included as an attachment to this RFP. The information contained in the RFP and in the proposal submitted by the selected bidder shall be considered part of the enclosed contract.
2. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds.
3. All aspects of the contract apply equally to work performed by any and all subcontractors.
4. 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 statutory and regulatory requirements pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), that apply to the employees of DODD and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action. A Business Associate Agreement is required.
5. As a condition of receiving a contract from DODD, the selected contractor and any subcontractor(s) shall certify compliance with any court order for the withholding of child support, which is issued pursuant to Section 3113.217 of the Ohio Revised Code. The contractor, and any subcontractor(s), must also agree to cooperate with DODD and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law.

6. As a condition of receiving a contract from DODD, the contractor and any subcontractor(s) shall certify compliance with Ohio Bureau of Worker's Compensation requirements by providing a current Worker's Compensation Certificate.

L. Travel Reimbursement

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, taxi, car rentals, etc.), lodging expenses, cost of communications by phone, mail, e-mail or fax and meals.

M. Minority Business Enterprise

DODD is required by Section 125.081(B) of the Ohio Revised Code to award fifteen percent (15%) of its procurement to vendors certified as a Minority Business Enterprise (MBE), pursuant to Section 123.151(B)(1) of the Ohio Revised Code. The bidder must indicate its MBE status in the proposal. If the vendor intends to subcontract with a certified MBE, a minimum of fifteen percent (15%) of the total contract price must be subcontracted. The proposal's transmittal letter must clearly indicate the MBE subcontractor the vendor intends to use as well as the services to be performed in order to comply with this specific work. Failure to comply with this requirement may result in disqualification of the proposal

N. Confidentiality

All contracts will require that the contractor maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.

O. Ethical and Conflict of Interest Requirements

1. No contractor or individual, company or organization seeking a contract shall promise or give to any DODD 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.
2. No contractor or individual, company, or organization seeking a contract shall solicit any DODD employee to violate any of the conduct requirements for employees.
3. Any contractor acting on behalf of DODD shall refrain from activities that could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.03 or of Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by DODD to enter into a contract.
4. DODD employees and contractors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the Ohio Revised Code may be prosecuted for criminal violations.

V. Proposal Format and Submission

A. Proposal Submission

1. The proposal must be prepared in accordance with instructions in this section.
2. The proposal is to be prepared in a manner that clearly outlines how each of the deliverables in Section II will be completed within the time frames specified in that same section.
3. **Proposals, submitted in either paper or electronic form, must be received by 4 P.M. Eastern Standard Time, May 2, 2011. Late proposals will not be reviewed.**
4. Proposals may be submitted in paper form or as attachments via e-mail to the contact person named below using the following software, as appropriate: Microsoft Word 2000 (all narrative material), Microsoft Excel 2000 (all financial data), Microsoft Project 2000, and Adobe PDF.
5. All proposals submitted in paper form must include:
 - a. One (1) complete, sealed, signed copy of the Technical Proposal, along with one (1) complete, sealed, signed paper copy of the Cost Proposal. The Cost Proposal should be submitted in a separate envelope from the Technical Proposal. If the Cost Proposal envelope is enclosed in another envelope for the purpose of delivery, the Cost Proposal envelope shall be clearly marked as containing a cost bid with the bidder's name, proper title and bid opening date shown on the envelope.
6. Faxes will not be accepted.
7. Proposals must be addressed to:

Tina Evans
Division of Policy & Strategic Direction
Ohio Department of DD
30 E Broad St, 12th Floor
Columbus, Ohio 43215
614.752.9028 (phone), 614.728.7072 (fax)
tina.evans@dodd.ohio.gov

B. Proposal Format

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 meet the requirements of this section.

1. Technical Proposal

- a. Transmittal Letter. The Technical Proposal must include:
 - i. A transmittal letter that identifies the bidder;
 - ii. The name, title, address, and telephone number of the bidder's contact person with authority to answer questions concerning the RFP; and
 - iii. The name, title, address, and telephone number and e-mail address of the bidder's contact person with authority to address contractual issues, including a person with the authority to execute a contract on behalf of the bidder.
- b. Organizational Experience. The bidder must include:
 - i. Information on the background of the firm or individual, including background information of any subcontractor(s);
 - ii. Any prior experience relevant to this RFP (including current contact names and phone numbers for these references), and a list of similar projects currently underway by the firm, individual or by any subcontractor(s) as well as all completed over the past five (5) years. The Evaluation/Selection Review committee will consider these additional references and may contact each of these sources. This experience may include but is not limited to:
 - a. Experience with Ohio's system of supports to people with DD;
 - b. Relevant experience with interviewing individuals with DD and their families; and
 - c. Experience working with the DD population.
- c. Technical Approach and Work Plan. The Technical Proposal must indicate how the bidder plans to address the purpose, objectives and deliverables, within the timeframes as stated in this RFP. The proposal must outline the following in detail:
 - i. The key objectives of the bidder's proposal;
 - ii. The technical approach and draft work plan to be implemented;
 - iii. The project staffing, including any subcontractors;
 - iv. A Table of Organization for the project;
 - v. A chart indicating the names of staff and staff hours or activities/tasks linked to the responsibility of each of those individuals involved in each deliverable of the project;
 - vi. A procedure for reporting the status of the project, including work completed;
 - vii. A proposal for how coordination will occur and how information will be shared with DODD; and
 - viii. A proposed procedure to address and resolve unanticipated problems during the course of the project, specifying that the procedure will not adversely affect the timelines associated with the project.

d. Personnel Qualifications

- i. The Technical Proposal must include the 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 areas described in Section I (Purpose and Objectives) and II (Scope of Work and Specifications of Deliverables) of this RFP.
- ii. DODD 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 DODD.
- iii. One Project Manager shall be named on behalf of the bidder. All correspondence shall be directed through this named individual. The Project Manager will be expected to participate in all meetings with DODD and be available by telephone, cellular phone or numeric pager during standard business hours of 8 a.m. to 5 p.m. Eastern Standard Time Monday through Friday (National and State holidays are excluded).

C. Cost Proposal

- a. Transmittal - The Cost Proposal must be submitted in either a separate, sealed envelope, and labeled: "DO NOT OPEN. [Insert Bidder's Name Here], RFP for the Implementation of the Quality Management Initiative- Communication Plan", or in a separate e-mail attachment, clearly labeled as such.
- b. The Technical Proposal must not contain cost information, or the entire proposal will be disqualified from further consideration.
- c. Total Cost - The Cost Proposal must indicate the total cost for the project. This cost must remain open for one hundred and eighty (180) days following the date submitted.
- d. Indirect Costs- The Cost Proposal must include an indication of indirect costs for the proposed bidder, if those indirect costs have been approved by a lead organization and the approved rate for indirect costs.

VI. Criteria for Proposal Evaluation and Selection

All proposals will be reviewed and scored by a Proposal Review Committee, comprised of staff from DODD. The Proposal Review Committee shall include a representative from at least three of the following Divisions of DODD: Division of Policy & Strategic Direction, Medicaid Policy, Fiscal Administration, Legal Services, Information Systems, and Audits. Any proposals not meeting the requirements contained in this RFP will not be scored.

The Technical Proposal will be reviewed and scored by the Proposal Review Committee. A maximum of 100 points will be awarded for the Technical Proposal, as outlined in this section.

Evaluation of Proposal- Point system

30	The bidder's proposal clearly outlines the method for achieving each of the deliverables.
25	The bidder's proposal outlines a draft project work plan with realistic methods for achieving the deliverables (includes a detailed schedule) within the timeframes outlined in the RFP.
10	The bidder's proposal includes procedures for: communication throughout the contract period; resolving unanticipated problems; and status updates to the DODD (format and mode) as stated in the RFP.
10	The bid reflects the project staffing and demonstrates the competence, knowledge, and qualifications of all employees and subcontractors as outlined in the RFP and as applicable to achieving the deliverables.
10	The bidder's proposal reflects experience with similar projects in Ohio, other states, for CMS, or other agencies related to Developmental Disabilities.
5	The bidder's proposed work plan outlines any current contracts the bidder has with State of Ohio agencies, boards or commissions.
5	The bid amount is consistent with the proposed product.
5	The technical proposal and cost proposal were submitted in the proper format(s) and contained all specified components of the work.

Any proposal receiving less than a total of 70 points out of the possible 100 points will be disqualified from further consideration. Scoring on the Technical Proposal will be for the bidder and any extensively used subcontractor.

VII. Protest Procedure

- A. Any potential, or actual, bidder objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:
 1. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
 - a. The name, address, and telephone number of the protestor;
 - b. The title of the RFP being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. A request for a ruling by DODD;
 - e. A statement as to the form of relief requested from DODD, and;
 - f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

2. A protest shall be considered timely by DODD, if received by the Director within the following periods:
 - a. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 4:00 p.m. on the closing date for receipt of proposals, which is May 2, 2011.
 - b. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the fifth (5th) business day after the issuance of the Letter of Intent to Award the contract.
3. An untimely protest may be considered if DODD determines that the protest raises issues significant to DODD's procurement system. An untimely protest is one received by DODD's Director after the time period set forth in Paragraph 2 of this section.
4. All protests must be filed with the following:

John L. Martin, Director
Ohio Department of DD
30 E Broad Street, 12th Floor
Columbus, Ohio 43215

5. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of DODD determines that a delay will severely disadvantage DODD. The bidder(s) who would have been awarded the contract shall be notified of the receipt of the protest.
6. DODD shall issue written decisions on all timely protests and shall notify any bidder who filed an untimely protest as to whether or not the protest will be considered.
7. DODD is under no obligation to issue the contract as a result of this solicitation if, in the opinion of DODD, none of the proposals are responsive to the objectives and needs of DODD. DODD reserves the right to not select any bidder should DODD decide not to proceed. DODD is under no obligation to issue the contract until approval is received from the state controlling board.
8. DODD reserves the right to reject any and all proposals where the offeror takes exception to the terms and conditions of the RFP or fails to meet the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in the RFP.
9. All proposals become the property of the State of Ohio and will not be returned to the bidder. The State will not divulge the specific content of any proposal to the extent the bidder identifies the content as privileged or confidential.
10. DODD reserves the right to reject, in whole or in part, any and all proposals where DODD, taking into consideration factors including but not limited to price, and the results of the evaluation process, has determined that award of a contract would not be in the best interest of DODD or the state.

Thank you for your interest in this project.

Fund	Account	ALI	Department	Program	Grant	PO Number	CB and/or R&P Number (if applicable)

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)

and

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

Type of Service Provided:

SECTION B. EFFECTIVE DATES

This contract is effective _____ through _____ 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. (Either list duties and associated fees OR type "See Request for Proposal and Response to Request")
- 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 (name and title of supervisor) _____ 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 of 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:

[Name]
DODD
[Title]
[Address]

[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.

[Name]
Ohio Department of Developmental Disabilities
Director

[Name]
[Contractor Name]
[Title]

By: _____

By: _____

Date: _____

Date: _____

[Name]
Ohio Department of Developmental Disabilities
Deputy Director

[Name]
Ohio Department of Developmental Disabilities
Superintendent (if applicable)

By: _____

By: _____

Date: _____

Date: _____



TED STRICKLAND
GOVERNOR
STATE OF OHIO

Executive Order 2010-09S

Banning the Expenditure of Public Funds for Offshore Services

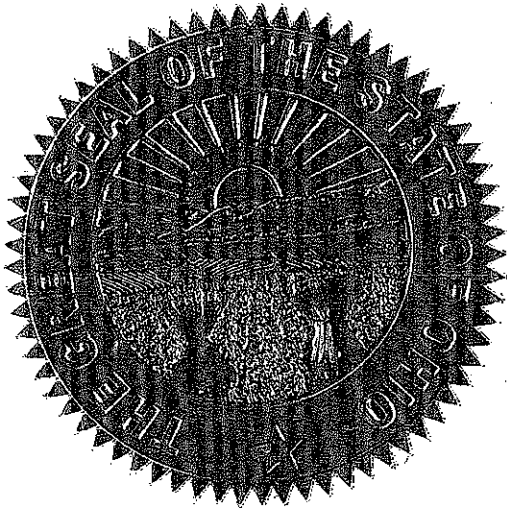
1. **Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.
2. **No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.
 - a. **The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.
 - b. **The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security

violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. **Ohio's Policy Has Been -- and Must Continue To Be -- That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.
4. **Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore.** In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:
 - a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.
 - b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
 - c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:
 - i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:
 - (a) Reflect this Order's prohibition on the purchase of offshore services.
 - (b) Require service providers or prospective service providers to:

- (i) Affirm that they understand and will abide by the requirements of this Order.
 - (ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - (iii) Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 - (iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - (v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.
 - ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - (a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - (b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.
 - iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
 - iv. All APOs have adequate training which addresses the terms of this Order.
5. **Exceptions.** Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

6. I signed this Executive Order on August 6, 2010 in Columbus, Ohio and it will not expire unless rescinded.



Ted Strickland
Ted Strickland, Governor

ATTEST:

Jennifer Brunner, Secretary of State

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

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

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website:
(<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Bidder/Offeror 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 Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror 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)

(Name)

(Address, City, State, Zip)

(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)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Insert Declaration regarding Material Assistance/Non-Assistance to Terrorist Organizations

Available at <http://www.publicsafety.ohio.gov/links/HLS0038.doc>

ADDENDUM A
Business Associate Addendum

This Business Associate Addendum (the "Addendum") is entered into by and between the Ohio Department of Developmental Disabilities ("Agency") and Contractor.

Whereas, Agency and Contractor are parties to an agreement entered into contemporaneously herewith ("Underlying Agreement"); and

Whereas, Agency, pursuant to the Underlying Agreement, provides Contractor with certain individually identifiable protected health information that is necessary for Contractor to perform the services called for in the Underlying Agreement and is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164 ("Rules"); and Subtitle D of the Hitech Act, American Recovery and Reinvestment Act of 2009; and

Whereas, the parties purpose for entering into this Addendum is to comply with the requirements of applicable laws and regulations, including but not limited to HIPAA, Hitech, and the Rules.

NOW, THEREFORE, in consideration of the forgoing and the promises and mutual covenants contained herein, the parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meaning as set forth in the Rules.
2. Duties and Responsibilities of Contractor:
 - A. Contractor acknowledges and agrees that all protected health information (the "PHI"), as defined by the Rules, provided to Contractor by Agency is confidential and the property of Agency without regard to medium of storage or method of transmission of such information. Contractor agrees to keep all PHI confidential.
 - B. Except as otherwise limited in this Addendum, Contractor may use or disclose PHI necessary to perform functions, activities, or services for, or on behalf of, Agency as specified in the Underlying Agreement or for the proper management and administration of Contractor, provided that such use or disclosure would not violate the Rules if done by Agency.
 - C. Contractor agrees to take reasonable steps necessary to protect the security and confidentiality of PHI so as to enable Agency to comply with HIPAA, Hitech, the Rules and other laws relating to the privacy and security of PHI, which are now in force or which may hereafter be in force, including, without limitation, the following actions:
 - (1.) use or disclose PHI only as permitted or required by the Underlying Agreement and this Addendum, or as Required by Law; and
 - (2.) use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Underlying Agreement and this Addendum; and
 - (3.) implement reasonable processes to detect unauthorized disclosures of PHI and train its work force regarding these processes; and

- (4.) to the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of the Underlying Agreement or this Addendum; and
- (5.) promptly and in no case later than 10 days after discovery, report in writing to Agency any use or disclosure of the PHI not provided for by the Underlying Agreement or this Addendum, of which Contractor becomes aware. Contractor shall provide such other available information to Agency to enable it to notify individuals as required by Hitech; and
- (6.) require any contractors or agents, including subcontractors, to whom Contractor provides PHI received from, or created or received by Contractor on behalf of Agency, to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum; and
- (7.) make its internal practices (including policies and procedures), books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of Agency, available to the Secretary of the Department of Health and Human Services (the "Secretary") for purposes of determining Covered Entities compliance with the Rules. Contractor shall provide Agency with a copy of any PHI that Contractor provides to the Secretary concurrently with providing such PHI to the Secretary; and
- (8.) within fifteen (15) days of receiving a written request from Agency, provide to Agency the information necessary for the Agency to make an accounting of disclosures of PHI about an Individual as necessary for Agency to comply with 45 C.F.R. 164.528; and
- (9.) make available information necessary for Agency to respond to an Individual's request for access to PHI about them as is necessary for Agency to comply with 45 C.F.R. 164.524. Such information shall be made available within ten (10) ten days of receiving a written request from Agency for such information. In the event an Individual contacts Contractor, or its agents or subcontractors, directly requesting access to PHI, Contractor will not grant access to PHI but will notify Agency in writing within five (5) business days of such contact; and
- (10.) within fifteen (15) days of receiving a written request from Agency, incorporate any amendments or corrections to PHI as necessary for Agency to comply with 45 C.F.R. 164.526. In the event an Individual contacts Contractor, or its agents or subcontractors, directly about making amendment to PHI, Contractor will not make any amendments to PHI but will notify Agency in writing within five (5) business days of such contact.

3. Security Rule Provisions. Contractor agrees to the following additional obligations in order that Agency may meet its obligations under HIPAA Security Rule, 45 C.F.R. Part 164, Subpart C, with respect to electronic PHI:

- A. Contractor will employ appropriate administrative, technical, and physical safe guards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Agency.
- B. Contractor will Report to Agency any Security Incident of which it becomes aware.
- C. Contractor will ensure that any agent, including a subcontractor, to whom it provides such electronic PHI agrees to implement reasonable and appropriate safeguards to protect it.

4. Breach of Unsecured PHI. If Contractor discovers any Breach of Unsecured PHI (as the terms "Breach" and "Unsecured" PHI" or "Unsecured Protected Health Information" are defined in 45 C.F. R. 164.402) that it accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses on behalf of Agency, then in accordance with 45 C.F.R. §164.410, Contractor shall notify Agency of such Breach in writing without unreasonable delay and in no event later than ten (10) days after discovery of such Breach, which written notice shall include, to the extent possible, the

identification of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such Breach. In addition, Contractor shall provide Agency with the following information, to the extent available at the time initial notice to Agency is provided, or promptly thereafter as such information becomes available:

- A. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach.
- B. A description of the type of PHI that was involved (e.g., name, Social Security Number, procedure, diagnosis, treatment, etc.).
- C. A brief description of the steps that Contractor is taking to investigate, mitigate harm, and protect against further Breaches.

5. Termination. Agency may immediately terminate the Underlying Agreement, including this Addendum, by giving Contractor written notice of termination, if Agency determines that Contractor has violated a material term of this Addendum. Alternatively, Agency may in its sole discretion provide an opportunity for Contractor to cure the breach and end the violation. If Contractor fails to cure the breach to the satisfaction of Agency, the Agency may immediately thereafter terminate the Underlying Agreement. Termination of the Underlying Agreement shall result in the termination of this Addendum.

Contractor agrees that upon termination of the Underlying Agreement, it will return or destroy all PHI received from, or created or received on behalf of Agency, that Contractor still maintains in any form and retain no copies of such information. This provision shall apply to PHI that is in the possession of Contractor and any subcontractors or agents of Contractor. In the event that returning or destroying the PHI is infeasible, as determined by Agency, Contractor agrees to extend the protections of the Underlying Agreement and this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.

6. Amendment. It is the intent of the parties that the Underlying Agreement and this Addendum comply with the requirements of HIPAA, Hitech, and the Rules. Any ambiguity in the Underlying Agreement or this Addendum shall be resolved to permit Agency to comply with HIPAA and the Rules. If necessary, the parties agree to use good faith efforts to amend the Underlying Agreement and this Addendum from time to time as is necessary for Agency to be in compliance with HIPAA and regulations promulgated thereunder.
7. Survival. The obligations of the Contractor under this Addendum shall survive the expiration or termination of the Underlying Agreement and this Addendum.
8. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall confer, upon any person other than the parties, and their permitted successors and assigns if any, rights, remedies, obligations or liabilities whatsoever.
9. Miscellaneous: As amended by this Addendum, the Underlying Agreement and all its terms and conditions shall remain in full force and effect.

ADDENDUM

For Contract Employees who are Direct Service Employees

1. Contractor shall ensure that employees placed in a direct services position shall be at least 18 years of age.
2. Contractor shall ensure that employees prior to being placed in a direct services position receive training on major unusual incidents as required by Ohio Administrative Code 5123:2-3-08. Contractor shall ensure that its employees receive this training annually.
3. Contractor shall ensure that employees prior to being placed in a direct services position receive annual written notice explaining conduct for which an employee may be included in the Registry established by R. C. 5123.25. Contractor shall provide this training annually.
4. Contractor shall ensure that employees prior to being placed in a direct services position receive individuals rights training required by OAC 5123:2-3-08. Contractor shall ensure that this training is provided annually to all employees in a direct service position.
5. Contractor, if providing transportation, shall provide a copy of the vehicle insurance policy and have its employees, prior to being placed in direct services position provide a certified copy of abstract from the Ohio Bureau of Motor Vehicles.
6. Agency has the authority to require employees of Contractor prior to being placed in a direct service position and after placement in a direct service position to undergo agency specific training.

