

State of Ohio  
 Department of Mental Health  
 and Addiction Services and  
 Department of Veterans Services

# REQUEST FOR PROPOSAL



## POSTING Type MBE Set-Aside Opportunity ONLY

The original signed document must be submitted to receive consideration for award.		BIDDER NAME	
PROPOSAL NUMBER: MHA17307		STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
PROPOSAL DATE: 11/05/2019		CITY	STATE ZIP
PROPOSAL DUE: 11/19/2019 by 2:00 p.m. EST		COUNTY	MBE/EDGE CERTIFICATE NUMBER
REQ./INDEX NO.	NOTICE DATE	TELEPHONE NO.	TOLL FREE NO.
		CONTACT PERSON	1 - FAX NO.
		CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail		<input type="checkbox"/> Fax	
BILL TO: Ohio Department of Mental Health and Addiction Services 30 East Broad St – 11 <sup>th</sup> Floor Columbus, Ohio 43215		SHIP TO: Ohio Department of Mental Health and Addiction Services 30 East Broad St – 11 <sup>th</sup> Floor Columbus, Ohio 43215	
DELIVERY REQUESTED		DELIVERY OFFERED (IF DIFFERENT)	
F.O.B./DEST. P.P.D.		F.O.B./DEST. P.P.D.	

**MBE SET ASIDE IN ACCORDANCE WITH ORC 125.081**

This OhioMHAS competitive opportunity proposal is posted fourteen (14) calendar days in an Ohio Certified "MBE" Sheltered Market, if no qualified proposals are received by the 2:00 p.m. EST deadline, the Sheltered Market opportunity will be closed, and the competitive opportunity proposal will be reposted for fourteen (14) calendar days in an Open Market.

**THIS REQUEST IS FOR:** The transcranial magnetic stimulation (TMS) pilot program authorized by Ohio Revised Code section 5902.09 which was enacted as part of Ohio's 2020 and 2021 biennial budget. An appropriation of \$3 million per fiscal year is to support OhioMHAS on behalf of OhioMHAS and the Ohio Department of Veterans Services in establishing a pilot program to make TMS available to veterans with substance use disorders or mental illness. OhioMHAS, in collaboration with the Ohio Department of Veterans Services, expects to fund a maximum amount of \$3 million annually for SFYs 2020 and 2021. While the newly enacted statutory language requires the program to operate for three years, funding has only been appropriated for SFYs 2020 and 2021.

**TIME OF PERFORMANCE:** This contract anticipated start date is 1/1/2020, or the date of the signature by the State of Ohio on this contract, whichever is later. This contract shall remain in effect to 6/30/2021 or until terminated as provided in this contract.

The original signed request must be submitted to the Department of Mental Health and Addiction Services by 2:00 p.m. EST on the above listed opening date to receive consideration for award.

**Submission of Proposal**

Electronic bids must be sent to [OhioMHASBidOpportunity@mha.ohio.gov](mailto:OhioMHASBidOpportunity@mha.ohio.gov). All attachments included in the posting opportunity MUST be submitted with proposal. Bids must be received prior to the proposal due date and time. Bids received after the due date and time will not be reviewed.

### CERTIFICATION STATEMENTS

I. Bidders claiming preference for Domestic Source End Products, the Ohio preference, and/or the Veteran Friendly Business Enterprise (VBE) must complete the following information. Any bidder who intentionally submits false or misleading information in an attempt to receive a bid preference will be immediately disqualified and may be subject to legal action up to and including debarment. The state reserves the right to clarify any information during the evaluation process.

**\*\*\*BIDDERS MUST COMPLETE THE APPROPRIATE CERTIFICATION BELOW TO RECEIVE THE PREFERENCE.\*\*\***

**A. DOMESTIC PREFERENCE (BUY AMERICAN): Revised Code 125:11 and Administrative Code 123:5-1(K)**  
**[Not applicable to “Excepted Products”]**

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?
  - United States: \_\_\_\_\_(State)     Canada     Mexico    (Go to B-1)
  - Other: (Specify Country)\_\_\_\_\_ (Go to A-2)
  
2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.     Yes (Go to Section B-1)     No (Go to Section A-3)
  
3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy American Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

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

**B. OHIO PREFERENCE (BUY OHIO): Revised Code 125:09 and Administrative Code 123:5-1-06**

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
  - Yes     No (Go to B-2)
  
2. Bidder has significant economic presence within the state of Ohio.  Yes (Answer a, b, c, d below)  No (Go to B-3)
  - a) Bidder has paid the required taxes due the state of Ohio     Yes     No
  - b) Bidder is registered with the Ohio Secretary of State
    - Yes (Charter/Registration No.: \_\_\_\_\_)     No
 Questions regarding registration should be directed to (614) 466-3910 or visit their web site at: <http://sos.state.oh.us/>
  - c) Bidder has ten or more employees based in Ohio or border state.     Yes     No (Go to B-2d)
  - d) Bidder has seventy-five percent or more employees based in Ohio or border state.     Yes     No (Go to B-3)
  
3. Border state bidder:
  - Yes (Specify which state then go to B-2c):     KY     MI     NY     PA     IN     No (Go to B-4)
  
4. Border state bidder: mined products mined in respective border state  Yes     No     Not Applicable

**C. VETERAN'S PREFERENCE (BUY VETERAN): Revised Code 9.318 and Administrative Code 123:5-1-16**

Is the bidder a certified Veteran Friendly Business Enterprise as defined in Administrative Code 123:5-1-D1(KK)  
 Yes     No

**INQUIRIES:** All inquiries should be submitted a minimum of two (2) working days prior to the opening date through the Procurement website, [www.procure.ohio.gov](http://www.procure.ohio.gov). Click “Bid Opportunities Search” and then enter the bid number in Document/Bid Number field. The “Submit Inquiry” button is at the bottom of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the “View Q & A” button located beneath the “Submit Inquiry” button. You may also access all open opportunity postings via the MHAS Website at <http://mha.ohio.gov/Default.aspx?tabid=725>. The website provides a link directly to [www.procure.ohio.gov](http://www.procure.ohio.gov).

#### **Ohio Department of Mental Health and Addiction Services (OhioMHAS) Mission Statement**

The mission of OhioMHAS is to provide statewide leadership of a high-quality mental health and addiction prevention, treatment and recovery system that is effective and valued by all Ohioans. More information on OhioMHAS may be found at the OhioMHAS website: <https://mha.ohio.gov/>.

#### **Ohio Department of Veterans Services (DVS) Mission Statement**

The mission of DVS is to provide opportunities and resources for Ohio’s veteran community through advocacy, collaboration and partnerships. More information on DVS may be found at the DVS website: <http://dvs.ohio.gov/main/home.html>.

#### **Definitions**

**Transcranial Magnetic Stimulation (TMS)** – The U.S. Food and Drug Administration (FDA)-approved procedure that uses magnetic fields to stimulate nerve cells in the brain. TMS, as used in this document, also refers to repetitive TMS (rTMS) and Deep TMS. TMS, at the time of issuance of this RFP, is FDA-approved for the treatment of treatment-resistant depression - an episode of unipolar depression, as defined in the Diagnostic and Statistical Manual of Mental Disorders, version 5 (DSM-5), not responsive to a trial of antidepressant medication taken at a therapeutic dose for an adequate time duration, typically at least 4 - 6 weeks. Information on TMS devices that have been cleared by the FDA to treat major depression can be found here: <https://www.clinicaltmsociety.org/tms/devices>.

**Veteran** - means any person who has completed service in the armed forces, including the national guard of any state, or a reserve component of the armed forces, who has been discharged under honorable conditions from the armed forces or who has been transferred to the reserve with evidence of satisfactory service. ([Ohio Revised Code 5903.01](#))

### **SPECIFICATIONS**

#### **Eligible Applicants**

Hospital(s) and/or hospital physician networks with direct access to an FDA-approved TMS device they can use for the procedure.

#### **Project Overview**

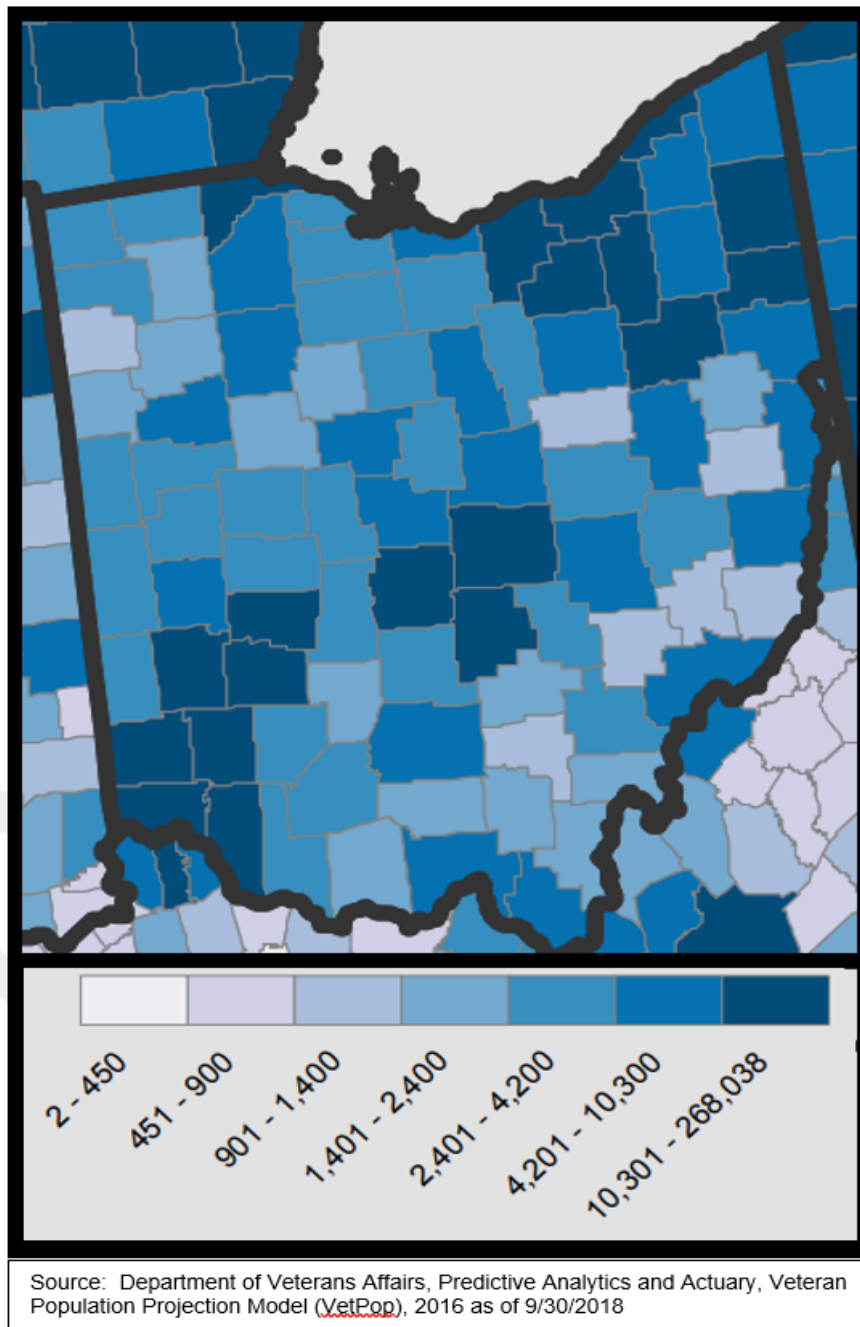
This Request for Proposals (RFP) is authorized by Ohio Revised Code section [5902.09 which was enacted as part of Ohio's 2020 and 2021 biennial budget](#). While the newly enacted statutory language requires the program to operate for three years, funding has only been appropriated by the Ohio General Assembly for SFYs 2020 and 2021.

The purpose of the budget appropriation is to support OhioMHAS on behalf of OhioMHAS and DVS in establishing a pilot program to make TMS available to veterans with substance use disorders or mental illness. OhioMHAS, in collaboration with DVS, expects to fund a maximum amount of \$3,000,000 annually for SFYs 2020 and 2021. OhioMHAS is planning on making awards to five (5) separate suppliers to provide greater access to TMS services for veterans across Ohio. Each contract will be for up to \$1,200,000 over the biennium. Funding will be disbursed in equal quarterly amounts based upon OhioMHAS acceptance of required quarterly clinical and fiscal information. If funding is appropriated by the Ohio General Assembly

for the third year of the project and the contractor has met performance expectations throughout the initial contract period, contractor(s) may be awarded extensions for the project proportionally based upon the original contract awards using percentages of overall funding. In the event a contractor(s) is unable to expend their funding, OhioMHAS reserves the right to rebid or redistribute that funding to new or existing contractor(s).

### **General Requirements, Project Specific**

The Contractor(s) shall provide the State with access to TMS for veterans with substance use disorders or mental illness and will perform and provide clinical and fiscal reporting to the State. Contractor(s) will locate program sites in proximity to identified concentrations of Veteran populations in Ohio to the extent possible. TMS is a covered outpatient procedure under the Department of Defense, Defense Health Agency healthcare plan commonly referred to as TRICARE. Therefore, when TMS is provided to a veteran and it meets the coverage requirements of TRICARE, the Contractor(s) are expected to participate in TRICARE and accept TRICARE payment as payment in full for the TMS procedure(s). With nearly 800,000 veterans living in Ohio, Contractor(s) must be in an area of the state that provides easy access for veterans for this program. The following map (obtained from the U.S. Department of Veterans Affairs [here](#)) demonstrates the concentration of veterans in Ohio by county.



Contractors are required to provide documentation of knowledge regarding the full-range of benefits and services available to veterans that will support their participation in a TMS program and overall behavioral treatment needs (such as providing evidence of staff training on this topic or evidence of existing relationship(s) with local/regional Veterans Administration service center or Veterans Health Administration (VHA) Medical Centers).

### **Scope of Work**

The Contractor or Contractors shall provide the following work and services relative to this Contract:

- A. Clinical Requirements.** Contractor(s) are expected to deliver, as part of the newly created pilot program, TMS utilizing FDA-approved devices in a manner consistent with published Consensus Guidelines as promulgated by the Clinical TMS Society or a comparable professional organization. Contractor TMS treatment guidelines will be shared with OhioMHAS for review. Baseline symptoms measures and clinical benefit derived from TMS are to be evaluated and documented utilizing standard rating instruments, as specified in section C below. Use of TMS for off-label indications should be carefully considered in terms of risk/benefit to the patient and accompanied by an informed consent process that clearly informs the patient of off-label use. Contractor will share informed consent procedure with OhioMHAS. TMS contractor is responsible for any and all risk management activities accompanying delivery of TMS. TMS contractor is responsible for alerting OhioMHAS Medical Director/designee within 24 hours of the occurrence of any adverse event associated with TMS necessitating Veteran referral to urgent /emergency medical services to provide additional care to resolve the event. OhioMHAS Medical Director is to be consulted by TMS contractor with any planned use of TMS that varies significantly from Consensus Guidelines.
- B. Data Requirements.** The clinical information to be collected by the Contractor(s) on each participating Veterans as follows:
1. Age/gender/marital status
  2. Employment status (full-time, part-time, unemployed, receiving disability benefits)
  3. Insurance status (insured/uninsured; if insured, name of insurer)
  4. VA benefit eligibility (percent eligible)
  5. Currently receiving behavioral treatment (treatment for mental illness and/or substance use disorders) with other providers?
  6. Primary condition being treated with TMS
  7. Other behavioral health (mental illness and substance use) conditions present. Additionally, note the presence of seizure disorder, traumatic brain injury or other central nervous system disorders.
  8. Date TMS was started
  9. Number of TMS sessions provided
  10. Did Veteran complete the course of treatment? If so, date of completion of treatment course. If not, date of last treatment received and reason(s) for treatment non-completion?
  11. Baseline symptom measures/ indicator of substance use/craving: PHQ-4, Primary Care PTSD-5 scale, and substance use indicator/craving questionnaires. All measures will be completed by each Veteran prior to the initiation of TMS services and every 2 weeks during TMS treatment course as well as at the end of TMS treatment course.
  12. The provider will complete a patient satisfaction survey following the last TMS treatment for each veteran.
  13. Any adverse events associated with TMS? If so, specify. Note if any adverse events required additional medical care to resolve.
  14. Provide specific post-TMS treatment recommendations for psychotropic medication or continuation with other behavioral health service providers.
  15. Communication with other providers of medical and behavioral healthcare: providers communicated with regarding TMS and the number of contacts.
  16. Veteran satisfaction with the TMS services provided by the TMS contractor.

17. Completion of a 6- month post -treatment evaluation using the same measures noted in 11 above, plus specifics of any ongoing mental health or substance use disorder treatment the Veteran is receiving.

Clinical information shall be reported to OhioMHAS using a Health Insurance Portability and Accountability Act (HIPAA)-secure method via an OhioMHAS hosted secure server and data collection site that will be provided to participating contractor(s). Data shall be reported based on the timeframes described in 11 above which are contingent upon each Veteran's treatment progression. Contractor(s) will be responsible for collecting data from the Veterans and for completing their own portions within the data portal.

**C. Fiscal Requirements.** The Contractor(s) shall use the funding provided under this contract(s) for the following:

1. To cover administrative costs associated with the collection and reporting of required data (specified above) to OhioMHAS.
2. To cover the cost of TMS procedures for a veteran for whom third party payment is unable to be secured. Contractor will provide documentation of efforts to obtain payment for TMS services for such veterans. TMS provision for purposes other than the treatment of substance use disorders or mental illness is to be reviewed with OhioMHAS Medical Director prior to initiation of TMS services, as specified above.
3. To cover costs that are not covered by third party payor or the Veterans Administration related to assuring access to comprehensive and coordinated behavioral healthcare. Example of this type of cost would be transportation or care coordination activities.

Fiscal information shall be reported to OhioMHAS on the same quarterly timeframe as the clinical information and in a format as required by or agreed to by OhioMHAS.

Disbursement Schedule:

Pilot Program Quarter	Pilot Program Dates Covered	OhioMHAS Payment Made
Q1	January 1, 2020 through March 31, 2020	February, 2020
Q2	April 1, 2020 through June 30, 2020	May, 2020
Q3	July 1, 2020 through September 30, 2020	August, 2020
Q4	October 1, 2020 through December 31, 2020	November, 2020
Q5	January 1, 2021 through March 31, 2021	February, 2021
Q6	April 1, 2021 through June 30, 2021	May, 2021

**D. Deliverables.**

Reporting schedule using pilot program start date of January 1, 2020

Pilot Program Quarter	Pilot Program Dates Covered	Date Report due to OhioMHAS
Q1	January 1, 2020 through March 31, 2020	April 29, 2020
Q2	April 1, 2020 through June 30, 2020	July 29, 2020
Q3	July 1, 2020 through September 30, 2020	October 29, 2020
Q4	October 1, 2020 through December 31, 2020	January 29, 2021
Q5	January 1, 2021 through March 31, 2021	April 29, 2021
Q6	April 1, 2021 through June 30, 2021	July 29, 2021

Additional reporting schedule if funding appropriated for year three (July 1, 2021 through June 30, 2022)

Pilot Program Quarter	Pilot Program Dates Covered	Date Report due to OhioMHAS
Q7	July 1, 2021 through September 30, 2021	October 29, 2021
Q8	October 1, 2021 through December 31, 2021	January 29, 2022
Q9	January 1, 2022 through March 31, 2022	April 29, 2022
Q10	April 1, 2022 through June 30, 2022	July 29, 2022

DELIVERABLE	REIMBURSEMENT	DOCUMENTATION
<p>Following award of the contract, submission of documentation to OhioMHAS of the Contractor's quarterly clinical and fiscal report.</p> <p>Delivery of the work and services described under Scope of Work in this RFP.</p>	<p>\$200,000 per quarterly report accepted by OhioMHAS for pilot program quarters 1 through 6. If funding appropriated for year three and contract extended, then one quarter of the contract award per quarterly report accepted by OhioMHAS for pilot program quarters 7 through 10.</p>	<ul style="list-style-type: none"> <li>Quarterly report submitted to and accepted by OhioMHAS</li> </ul>

### **Evaluation of Proposals and Award of Contract**

The scale below (0-5) will be used to rate each Proposal on the criteria listed in the Technical Proposal Evaluation table.

Point Value	Explanation
0	<b>DOES NOT MEET:</b> Response description does not comply substantially with requirements or is not provided.
1	<b>WEAK:</b> Response description is poor related to meeting the objectives.
2	<b>WEAK TO MEETS:</b> Response description indicates the objectives will not be completely met or at a level that will be below average.
3	<b>MEETS:</b> Response description generally meets the objectives or expectations.
4	<b>MEETS TO STRONG:</b> Response description indicates the objectives will be exceeded.
5	<b>STRONG:</b> Response description significantly exceeds objectives or expectations in ways that provide tangible benefits or meets objectives or expectations and contains at least one enhancing feature that provides significant benefits.

Proposals will be scored, and point values given to the following criteria.

Technical Criterion	Weight	Rating (0 – 5)	Technical Score
How the proposal demonstrates it addresses the capacity to provide TMS to veterans with substance use disorders or mental illness and appropriate knowledge of the veteran's administration benefits.	50		
How the proposal demonstrates ability to meet the clinical requirements.	20		
How the proposal demonstrated ability to meet the data requirements.	20		
How the proposal demonstrates ability to meet the fiscal requirements.	10		
Total Weight	100		



## INSTRUCTIONS, TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

**I-10. Expenditure of Public Funds on Offshore Services.** The Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Offeror must complete the attached [Contractor/Subcontractor Affirmation and Disclosure form 5.2.8](#) to abide with Executive Order 2019-12D affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

#### SUPPLEMENTAL TERMS AND CONDITIONS

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

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

**S-3. Compensation.** In consideration for Contractor's performance the ordering agency will pay Contractor directly at the rate specified in the Contract. Payments may be made by the Ohio Payment Card, an Auditor of State warrant or by electronic funds transfer (EFT). For all transactions the Contractor must have a valid W-9 form on file with the Office of Budget and Management. Registration in OBM's database requires the Contractor to complete a Vendor Information Form and IRS W-9 Form. The completed original form should

be mailed to Vendor Maintenance, Ohio Shared Services. Information on submitting appropriate documents is available at <http://www.ohiosharedservices.ohio.gov/VendorsForms.aspx>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (A) Return goods, when due to Contractor error (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the agency. At the option of the agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the agency will dispose of accordingly.
- (B) For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample and obtain written approval from the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods.
- (C) Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee associated with the return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee not to exceed their standard published restocking fee or equivalent restocking fee that is assessed to other customers of the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.

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

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

**S-18. Debarment.** Contractor represents and warrants that it is not debarred from consideration for contract awards by the State, pursuant to O.R.C. Section 125.25 or by any other governmental agency. If

this representation and warranty is found to be false, this Contract is void *ab initio* and the Contractor shall immediately repay to the State any funds paid under this Contract.

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

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

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

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

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

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

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
[Print Name & Title]

\_\_\_\_\_  
Date

**AGREEMENT  
BETWEEN THE  
OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES  
AND  
□**

THIS AGREEMENT is between the Ohio Department of Mental Health and Addiction Services (hereinafter the “OhioMHAS”), 30 E. Broad St. Columbus, Ohio 43215, and (hereinafter “Contractor”),

The parties agree as follows:

**I. NATURE OF AGREEMENT**

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

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

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

**II. SCOPE OF WORK**

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

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

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

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

### III. TIME OF PERFORMANCE

- A. The Work shall be commenced on or after the date of an approved purchase order.
- B. The Work shall be concluded on or before June 30, 2021, and this Agreement shall terminate on the earlier to occur of: (i) the date on which the Work is completed to the satisfaction of OhioMHAS or (ii) the date on which this Agreement is terminated as provided in Article VI, Termination of Contractor's Services.
- C. The State Agency may renew this Agreement for an additional term of 1 fiscal year on the same terms and conditions by giving written notice prior to expiration. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement and any renewal shall in any event expire no later than June 30, 2021.
- D. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("R.C.") 3517.13, 127.16 or Chapter 102.

### IV. COMPENSATION

- A. OhioMHAS shall pay Contractor no more than \$1.2 million for the Work.
- B. The total amount due shall be computed according to the following cost schedule:  
  
Cost Schedule –  
  
\$200,000 per quarterly report accepted by OhioMHAS for pilot program quarters 1 through 6.
- C.  Contractor shall not be separately reimbursed for travel, lodging or any other expenses incurred in the performance of the Work.
- D.  Contractor shall be reimbursed for the Contractor's reasonable, actual and necessary travel, lodging, and other travel-related expenses incurred in the performance of the Work to the extent that such reimbursement is in the best interest of the state.
  - 1. Only travel expenses which are pre-approved by OhioMHAS will be reimbursed.
  - 2. Travel expenses shall be reimbursed under the same rules and conditions that apply to state employees under Ohio Adm.Code 126-1-02, pursuant to the Ohio Office of Budget and Management ("OBM") Travel Policy, attached as Exhibit 2.
  - 3. If it is not possible to follow the OBM Travel Policy, with prior approval of OhioMHAS, Contractor shall be reimbursed pursuant to the federal rates for reimbursement in the Continental United States.
  - 4. Meals shall not be reimbursed unless overnight travel is both critical and essential.
- E. Contractor must receive a purchase order from OhioMHAS prior to filling an order or performing any of the Work.
- F. After Contractor receives a purchase order, Contractor shall submit an invoice for the Work performed consistent with this Article IV, Compensation. Each invoice shall contain an itemization



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

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

## **V. CERTIFICATION OF FUNDS**

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

## **VI. TERMINATION OF CONTRACTOR'S SERVICES**

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

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

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

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

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

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

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

H. If the Contractor fails to perform any of the requirements of this contract, or is in violation of a specific provision of this contract, OhioMHAS may provide the Contractor written notice of the failure to perform or the violation and may provide a specified period to cure any and all defaults under this contract. During the cure period, the Contractor shall incur only those obligations or expenditures which are necessary to enable the Contractor to continue its operation and achieve compliance as set forth in the notice. Should the Contractor fail to comply within OhioMHAS's cure period, the Contractor shall be held in default of this contract and the contract shall terminate at the end of the cure period.

## **VII. RELATIONSHIP OF PARTIES**

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

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

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

D. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of OhioMHAS or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

E. Unless Contractor is a "business entity" as that term is defined in R.C. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), Contractor shall have any individual performing services under this Agreement complete and submit to OhioMHAS the Independent Contractor/Worker Acknowledgement form found at <https://www.opers.org/forms-archive/PEDACKN.pdf>.

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

G. Contractor declares that it has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business.

H. Contractor agrees that it does not have any authority to sign agreements, notes, and/or obligations or to make purchases and/or dispose of property for, or on behalf of, the State of Ohio or OhioMHAS.

I. Contractor agrees that while operating in an OhioMHAS facility, the Contractor and/or any employee or subcontractor of the Contractor, shall follow all applicable rules and regulations for that facility.

## **VIII. RECORD KEEPING**

A. The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

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

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

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

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

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

## **IX. RELATED AGREEMENTS**

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

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

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

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

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

## **X. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE**

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

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

## **XI. CONFIDENTIALITY**

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

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

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

## **XII. CONTRACT REMEDIES**

A. The Contractor is liable to OhioMHAS for all actual and direct damages caused by Contractor's default. OhioMHAS may buy substitute services from a third party for those that were to be provided by the Contractor. OhioMHAS may recover from the Contractor the costs associated with acquiring substitute services, less any expenses or costs saved by the Contractor's default.

B. If actual or direct damages are uncertain or difficult to determine, OhioMHAS may recover liquidated damages in the amount of one (1) percent of the value of the deliverable that is the subject of the default, for every day that the default is not cured by the Contractor.

### **XIII. LIABILITY**

A. Contractor agrees to indemnify and to hold OhioMHAS and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters and any claims involving patents, copyrights and trademarks.

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

C. Contractor shall bear all costs associated with defending OhioMHAS and the State of Ohio against any such claims.

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

### **XIV. ANTITRUST ASSIGNMENT**

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

### **XV. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

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

B. **DRUG FREE WORKPLACE.** Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the Work purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

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

agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Work on account of race, color, religion, gender, gender identity or expression, sexual orientation, age, disability, military status, national origin, or ancestry, status as a parent during pregnancy and immediately after the birth of a child, status as a parent of a young child, status as a foster parent, or genetic information.

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

E. **CONFLICTS OF INTEREST.**

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

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

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

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

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

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

K. **OFFSHORE SERVICES.** Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, OhioMHAS reserves the right to recover any

funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. OhioMHAS does not waive any other rights and remedies provided OhioMHAS in this Agreement. The Contractor agrees to complete the attached Exhibit 3, Executive Order 2019-12D Affirmation and Disclosure Form, which is incorporated and becomes a part of this Agreement.

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

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

## **XVI. MISCELLANEOUS**

A. CONTROLLING LAW. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio.

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

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

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

E. NOTICES. Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

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

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

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

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

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

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

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

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

N. ACCREDITATION STANDARDS: The services to be performed under this contract shall meet standards required by the Joint Commission, Centers for Medicaid & Medicare Services or other accrediting or certifying organizations, as appropriate.

O. PUBLICITY: The Contractor will not advertise that it is doing business with the State or use this contract as a marketing or sales tool without prior, written consent of the State.

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

Q. STRICT PERFORMANCE: The failure of either party at any time to demand strict performance by the other party of any of the terms of this contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.

R. TAXES: The Contractor affirms that it is not delinquent in the payment of any applicable federal, state, and local taxes and agrees to comply with all applicable federal, state and local laws in the performance of the work hereunder.

S. WORKERS' COMPENSATION: The Contractor must maintain workers' compensation insurance as required by Ohio law and the laws of any other state where work is performed under this contract. The Contractor must submit proof of workers' compensation insurance upon request.



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

*(remainder of page intentionally left blank)*

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

**CONTRACTOR**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**STATE OF OHIO**

**Ohio Department of Mental Health and  
Addiction Services**

Director/CEO:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**PROCUREMENT OFFICER**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

*Approval as to form:*

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT 1**  
**Scope of Work**

**The Contractor or Contractors shall provide the following work and services relative to this Contract:**

**A. Clinical Requirements.** TMS is an FDA approved treatment for treatment resistant depression. Contractor(s) are expected to deliver TMS utilizing FDA approved devices in a manner consistent with published Consensus Guidelines as promulgated by the Clinical TMS Society or a comparable professional organization. Contractor TMS treatment guidelines will be shared with OhioMHAS for review. Baseline symptoms measures and clinical benefit derived from TMS are to be evaluated and documented utilizing standard rating instruments, as specified in section C below. Use of TMS for off- label indications should be carefully considered in terms of risk/benefit to the patient and accompanied by an informed consent process that clearly informs the patient of off- label use. Contractor will share informed consent procedure with OhioMHAS. TMS contractor is responsible for any and all risk management activities accompanying delivery of TMS. TMS contractor is responsible for alerting OhioMHAS Medical Director/ designee within 24 hours of the occurrence of any adverse event associated with TMS necessitating Veteran referral to urgent /emergency medical services to provide additional care to resolve the event. OhioMHAS Medical Director is to be consulted by TMS contractor with any planned use of TMS that varies significantly from Consensus Guidelines.

**B. Data Requirements.** The minimum clinical information to be collected by the Contractor(s) on each participating Veteran includes, but is not limited to:

- 1. Age/gender/marital status**
- 2. Employment status (full-time, part-time, unemployed, receiving disability benefits)**
- 3. Insurance status (insured/uninsured; if insured, name of insurer)**
- 4. VA benefit eligibility (percent eligible)**
- 5. Currently receiving behavioral treatment (treatment for mental illness and/or substance use disorders) with other providers?**
- 6. Primary condition being treated with TMS**
- 7. Other behavioral health (mental illness and substance use) conditions present. Additionally, note the presence of seizure disorder, traumatic brain injury or other central nervous system disorders.**
- 8. Date TMS was started**
- 9. Number of TMS sessions provided**
- 10. Did Veteran complete the course of treatment? Is so, date of completion of treatment course. If not, date of last treatment received and reason(s) for treatment non-completion?**
- 11. Baseline symptom measures/ indicator of substance use/craving: PHQ-4, Primary Care PTSD-5 scale, and substance use indicator/craving questionnaires. All measures will be completed by each Veteran prior to the initiation of TMS services and every 2 weeks during TMS treatment course as well as at the end of TMS treatment course.**
- 12. The provider will complete a survey following the last TMS treatment for each veteran.**

13. Any adverse events associated with TMS? If so, specify. Note if any adverse events required additional medical care to resolve.
14. Post-TMS treatment recommendations for psychotropic medication or continuation with other behavioral health service providers. Provide specifics.
15. Communication with other providers of medical and behavioral healthcare: providers communicated with regarding TMS and the number of contacts.
16. Veteran satisfaction with the TMS services provided by the TMS contractor.
17. Completion of a 6- month post -treatment evaluation using the same measures noted in 11. above, plus specifics of any ongoing mental health or substance use disorder treatment the Veteran is receiving.

Clinical information shall be reported to OhioMHAS using a Health Insurance Portability and Accountability Act (HIPAA) secure method via an OhioMHAS hosted secure server and data collection site that will be provided to participating contractor(s). Data shall be reported based on the timeframes described in 11 (above) which are contingent upon each Veteran’s treatment progression. Contractor(s) will be responsible for collecting data from the Veterans and for completing their own portions within the data portal.

**C. Fiscal Requirements.** The Contractor(s) shall use the funding provided under this contract(s) for the following:

- a. To cover administrative costs associated with the collection and reporting of required data (specified above) to OhioMHAS.
- b. To cover the cost of TMS procedures for a veteran for whom third party payment is unable to be secured. Contractor will provide documentation of efforts to obtain payment for TMS services for such veterans. TMS provision for purposes other than the treatment of substance use disorders or mental illness is to be reviewed with OhioMHAS Medical Director prior to initiation of TMS services, as specified above.
- c. To cover costs that are not covered by third party payor or the Veterans Administration related to assuring access to comprehensive and coordinated behavioral healthcare. Example of this type of cost would be transportation or care coordination activities.

Fiscal information shall be reported to OhioMHAS on the same quarterly timeframe as the clinical information and in a format as required by or agreed to by OhioMHAS.

**D. Deliverables.**

Reporting schedule using pilot program start date of January 1, 2020

Quarter	Pilot Program Dates Covered	Data Report due to OhioMHAS
Q1	January 1, 2020 through March 31, 2020	April 29, 2020
Q2	April 1, 2020 through June 30, 2020	July 29, 2020
Q3	July 1, 2020 through September 30, 2020	October 29, 2020
Q4	October 1, 2020 through December 31, 2020	January 29, 2021
Q5	January 1, 2021 through March 31, 2021	April 29, 2021

**Q6 April 1, 2021 through June 30, 2021 July 29, 2021**

**Additional reporting schedule if funding appropriated for year three (July 1, 2021 through June 30, 2022)**

<b>Quarter</b>	<b>Pilot Program Dates Covered Data</b>	<b>Report due to OhioMHAS</b>
<b>Q7</b>	<b>July 1, 2021 through September 30, 2021</b>	<b>October 29, 2021</b>
<b>Q8</b>	<b>October 1, 2021 through December 31, 2021</b>	<b>January 29, 2022</b>
<b>Q9</b>	<b>January 1, 2022 through March 31, 2022</b>	<b>April 29, 2022</b>
<b>Q10</b>	<b>April 1, 2022 through June 30, 2022</b>	<b>July 29, 2022</b>

**DELIVERABLE REIMBURSEMENT DOCUMENTATION**

**Following award of the contract, submission of documentation to OhioMHAS of the Contractor's quarterly clinical and fiscal report.**

**Delivery of the work and services described under Scope of Work in this RFP.**

**\$200,000 per quarterly report accepted by OhioMHAS for pilot program quarters 1 through 6. If funding appropriated for year three and contract extended, then one quarter of the contract award per quarterly report accepted by OhioMHAS for pilot program quarters 7 through 10.**

- Quarterly report submitted to and accepted by OhioMHAS**

**EXHIBIT 2**  
**Ohio Office of Budget and Management Travel Policy**

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

(A) Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Conference material provided by the conference organizer.

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

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

(d) State agency authorizations.

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

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

(B) Authority for travel and reimbursement

(1) Authority for travel

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

(2) Reporting requirements

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

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

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

(3) Approval of travel

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

(4) Reimbursement of expenses

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

(5) Submission of receipts

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

(6) Direct payment to vendor

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

(C) Transportation expenses

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

(1) Travel by state-owned automobile

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

(2) Travel by privately owned automobile

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



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

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

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

### (3) Travel by commercial transportation

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

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

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

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

### (4) Required receipts for transportation expenses

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

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

### (1) Restrictions and reimbursement per diem

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### (F) Lodging

##### (1) Continental U.S.

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

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

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

(3) Receipts are required for all lodging expenses.

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

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

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

#### (G) Conferences

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

##### (1) Registration fees

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

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

#### (2) Meal and incidental

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

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

#### (3) Lodging

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

#### (4) Required receipts for conference expenses

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

#### (5) Direct payment

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

#### (H) Agency contractors

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

#### (I) Non-reimbursable travel expenses

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

(1) Alcoholic beverages purchased by the state agent;

(2) Entertainment expenses paid by the state agent;

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

(4) Political expenses paid by the state agent;

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

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

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

(K) Amendment to this rule

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

**EXHIBIT 3**

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM  
EXECUTIVE ORDER 2019-09D

Banning the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands and will abide by the requirements of Executive Order 2019-09D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive the contract will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address) (City, State, Zip)

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

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

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

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address) (City, State, Zip)

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

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

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

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)