

Ohio Department of Mental Health and Addiction Services

30 East Broad Street, 36th Floor, Columbus OH 43215

Request for Proposal

ENGAGE Family Engagement Coordinator(s)

Request for Proposal Title: **MHA14142**
Request for Proposal Issued: **September 19, 2013**
Request for Proposal Due: **October 4, 2013, 2:00 P.M.**

I. Introduction to the Initiative

The Ohio Department of Mental Health and Addiction Services (OhioMHAS) has received a four-year grant from the Substance Abuse and Mental Health Services Agency (SAMHSA) to expand the system of care approach throughout Ohio for youth and young adults, ages 14 through 21 with mental health challenges, co-occurring disorders, and multi-system needs. Ohio Family and Children First is serving as a partner with OhioMHAS to implement this four year grant. The overall goal for this *ENGAGE* (Engaging the New Generation to Achieve their Goals through Empowerment) grant is to develop a statewide system of care framework that coordinates and adapts policy, fiscal, and administrative actions to support the successful transition of Ohio’s youth and young adults. Ohio has developed a four year plan to expand the system of care framework statewide focused on youth and young adults. A component of the plan is focused on increasing the voice and involvement of families with youth or young adults in the mental health and addiction system at the state and local levels.

To accomplish this specific goal, OhioMHAS is seeking one in-state organization to assist the ENGAGE governance with increasing family voice and involvement at the state and local levels.

II. Scope of Work

Organization will identify and provide one to two ENGAGE Family Engagement Coordinator(s).

The **Family Engagement Coordinator(s)** will be responsible for:

- Developing a family advisory council interested in youth and young adult issues and system of care practice that will make recommendations to the ENGAGE Advisory Council;
- Partnering with Ohio’s Parent Advocacy Connection program to enhance parent advocacy services throughout Ohio to assist and support families with youth or young adults with mental health challenges, co-occurring disorders, and multi-system needs;
- Providing parent advocacy training and coaching to parents with youth and young adults with these needs;
- Recommending and distributing nationally recognized “best practice” training curricula for parent advocacy and family peer support certification;

- Aiding in developing guidelines for establishing local family advisory councils;
- Promoting system of care to family members and family advisory councils;
- Assisting local systems of care with engaging family members;
- Networking parent advocacy efforts, training and resources through the Red Treehouse;
- Participating on the ENGAGE management team to bring the voice of families to the members;
- Participating on the ENGAGE Advisory Council to bring the voice of families to the members;
- Assisting in recruiting family members for the ENGAGE committees and activities;
- Assisting in promoting Health Home access to youth and young adults, and
- Partnering and working in concert with the ENGAGE Youth and Young Adult Engagement Coordinators to promote youth, young adult, and family engagement throughout the system of care communities.

The **Family Engagement Coordinator** can be a half-time position (0.50 FTE) or organization may choose to split this position between two individuals with each at 0.25 hours. The Family Engagement Coordinator(s) must be able to travel, willing to work some weekends and evening hours, work independently and in groups, and must be self-directed. Preference will be given to organizations that have family advocates:

- In the mental health system, substance abuse system, and involvement with other youth-serving systems (such as education, employment, child welfare, juvenile justice);
- Trained in parent advocacy, multiple systems, parent leadership, possibly family peer support, and cultural diversity;
- Who are comfortable with social media and its connection with recruitment activities; and
- Who have the ability to comply with required record keeping (time, deliverables, travel).

Organization(s) must have the capacity to process and distribute stipends and mileage reimbursements to family members serving on the ENGAGE Family Advisory Council and other ENGAGE committees and activities.

III. Availability of Funds

The funds will be available October 2013 through June 30, 2014. This contract may be renewed annually for up to four years, ending June 30, 2017. There are no match requirements.

IV. Proposal Contents

1. Proposal Narrative must:
 - a. Provide a history of organization and its efforts related to family engagement and advocacy.
 - b. Describe how the organization intends to fulfill ENGAGE's family staffing needs over the first year, the skills and expertise of those identified for such positions; and if interested in a possible continuation, how it will fulfill staffing over four years.
 - c. Describe how the ENGAGE position could connect to the organization's other family advocacy efforts.
 - d. Describe how the organization will oversee and evaluate the staffing positions.

- e. Describe how the organization will oversee family members' stipend and mileage reimbursements for participation in ENGAGE activities.
 - f. Describe its knowledge of the system of care approach and ENGAGE.
2. Budget: Describe direct cost for position(s), the stipends and mileage reimbursement support, and any indirect costs (no more than 10%).
 3. Applicant Eligibility: Describe the organization's history in meeting the grant requirements. Describe the organization's capacity with providing and processing mileage and stipend reimbursements to multiple individuals.
 4. Evaluation Plan: Describe how the organization will evaluate the success of family advocacy, engagement and involvement.

V. Submission of Proposals

1. Application Due Date: **Friday, October 4, 2013 by 2:00 P.M. Proposals must be received by this time to be considered.** Proposals may be submitted electronically or by paper copy.

2. Where to Send Proposal: Electronic proposals must be sent to:

OhioMHASBidOpportunity@mha.ohio.gov

Original bid may be sent via U.S. mail to:
 Lucille Fuller
 Office of Financial Management
 30 East Broad St., Suite 1100
 Columbus, OH 43215

3. **The bid number MHA14142 must be clearly marked on the sealed envelope.**
4. Conditions of Submission: The proposal may be no more than 5 pages, typed in 12 font size, with 1" margins, not including the cover letter and letters of support. Only one copy must be submitted.

OhioMHAS reserves the right to reject, in whole or in part, any and all proposals where the department, taking into consideration factors including but not limited to, cost and the results of the evaluation process, has determined that the award would not be in the best interest of the department. Alternatively, OhioMHAS may decide to fund only a portion of a selected proposal. OhioMHAS will not be liable for any costs incurred by an applicant in responding to this RFP, regardless of whether the department awards through this process, decides not to go forward with this process, cancels this RFP or awards the project through some other process.

Applicant will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for his/her self and any personnel, including but not limited to: Federal, State, and local income taxes, social security, unemployment or disability deductions, withholdings, and payments.

5. Proposals must include: a cover letter including the organization name, address, Federal Tax Identification number, contact person, phone number, authorized signature; proposal narrative; budget; statement of applicant eligibility; evaluation plan; and three letters of support from entities that are aware of organization’s capacity to meet the grant requirements.
6. Questions/Inquires must be sent via the State of Ohio Procurement Website www.procure.ohio.gov. Click on the link for ‘Procurement Opportunities’, select ‘View All’ at the bottom of the page, click on the Request for Proposal and then click the “Submit Inquiry” button.
7. Anticipated Award Date: October 18, 2013

VI. Factors and Criteria for Evaluation Proposals

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

Technical Criterion	Weight	Rating (0-5)	Technical Score
Organizational Capacity	2	30 Max	30 x 2 = 60 Max
Years of organizational experience in statewide parent leadership, parent advocacy, parent engagement activities			
Years of organizational experience with the mental health system, other child serving systems, and the system of care approach			
Ability to connect the ENGAGE family proposal with organization’s other family engagement efforts			
Ability to oversee grant funded positions			
Ability to provide stipend and mileage reimbursements to multiple individuals			
Organization’s evaluation plan for success of family engagement and advocacy efforts			

Staff Capacity	2	25 Max	25 x 2 = 50 Max
Organization's ability to identify one to two individuals to fulfill the Family Engagement Coordinator position			
Years of staff experience in parent engagement, advocacy and leadership activities			
Years of staff involvement in supporting parents and family members			
Staff trained in family engagement, family leadership, family advocacy, cultural diversity			
Staff trained in using social media for family recruitment and engagement activities			
Total Weight	2	55 Max	55 x 2 = 110 Max
Total Technical Score			

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [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 America 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)

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A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.

Yes (Go to C) 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://www.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. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:

<http://das.ohio.gov/Eod/Edge/Index.htm>



VENDOR INFORMATION FORM

All parts of the form must be completed by the vendor and returned to Ohio Shared Services. The information must be legible.

SECTION 1 – PLEASE SPECIFY TYPE OF ACTION

- NEW (W-9 OR W-8ECI FORM ATTACHED) CHANGE OF CONTACT PERSON/INFORMATON
- ADDITIONAL ADDRESS (PLEASE PROVIDE COPY OF INVOICE OR LETTER OF EXPLANATION)
- CHANGE OF ADDRESS – ENTER OLD ADDRESS
- CHANGE OF TIN (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE, WHICH INCLUDES OLD TIN, IS REQUIRED)
- CHANGE OF NAME (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE IS REQUIRED)
- CHANGE OF PAY TERMS CHANGE OF PO DISPATCH METHOD OTHER _____

SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION

LEGAL BUSINESS OR INDIVIDUAL NAME: (MUST MATCH W-9 OR W-8ECI FORM)

BUSINESS NAME, TRADE NAME, DOING BUSINESS AS: (IF DIFFERENT THAN ABOVE)

FEDERAL TAX ID (TIN), EMPLOYER ID (EIN) OR SOCIAL SECURITY NUMBER (REQUIRED):

BUSINESS ENTITY: (IF A SOLE PROPRIETOR, THE INDIVIDUAL'S NAME MUST APPEAR IN LEGAL BUSINESS NAME) **CHECK ONE:**

- INDIVIDUAL/SOLE PROPRIETOR CORPORATION S CORPORATION PARTNERSHIP TRUST/ESTATE
- LIMITED LIABILITY COMPANY **CIRCLE THE TAX CLASSIFICATION (C=CORPORATION, S= S CORPORATION, P=PARTNERSHIP)** _____
- OTHER (PLEASE EXPLAIN)

SECTION 3 – PLEASE PROVIDE COMPLETE ADDRESS 1 (IF MORE THAN 2 ADDRESSES, INCLUDE A SEPARATE SHEET)

ADDRESS: <input style="width: 95%; height: 25px;" type="text"/>		COUNTY: <input style="width: 95%; height: 25px;" type="text"/>
CITY: <input style="width: 95%; height: 25px;" type="text"/>	STATE: <input style="width: 95%; height: 25px;" type="text"/>	ZIP CODE: <input style="width: 95%; height: 25px;" type="text"/>

SECTION 4 – PLEASE PROVIDE COMPLETE ADDRESS 2

ADDRESS: <input style="width: 95%; height: 25px;" type="text"/>		COUNTY: <input style="width: 95%; height: 25px;" type="text"/>
CITY: <input style="width: 95%; height: 25px;" type="text"/>	STATE: <input style="width: 95%; height: 25px;" type="text"/>	ZIP CODE: <input style="width: 95%; height: 25px;" type="text"/>

SECTION 5 – CONTACT INFORMATION AND PERSON TO RECEIVE PURCHASE ORDER

NAME:

WEBSITE:

PHONE:

FAX:

E-MAIL:

**SECTION 6 - STRATEGIC SOURCING CONTACT INFO (PERSON TO RECEIVE E-MAIL NOTICE OF BID EVENTS)
THE USER ID & PASSWORD TO COMPLETE STRATEGIC SOURCING REGISTRATION WILL BE SENT TO E-MAIL ADDRESS BELOW.**

NAME:

E-MAIL:

PHONE NUMBER:

SECTION 7 – IS YOUR BUSINESS CURRENTLY CERTIFIED AS? (PLEASE CHECK)

MBE (MINORITY BUSINESS ENTERPRISE) EDGE (ENCOURAGING DIVERSITY, GROWTH, & EQUITY) N/A

SECTION 8 – PAYMENT TERMS (PLEASE CHECK ONE, OTHERWISE NET 30 WILL BE APPLIED BY DEFAULT)

2/10 NET 30 NET 30 NET 45 NET 60 NET 90

SECTION 9 – PURCHASE ORDER DISTRIBUTION-OTHER THAN USPS MAIL (NOTE: APPLICABLE FOR VENDORS THAT RECEIVE PO ONLY (INPUT E-MAIL ADDRESS OR FAX NUMBER BELOW)

E-MAIL OR FAX:

SECTION 10 – PLEASE SIGN AND DATE

PRINT NAME:

DATE:

SIGNATURE:

SECTION 11 – STATE OF OHIO AGENCY CONTACT INFORMATION (AGENCY WHERE GOODS OR SERVICES ARE DELIVERED)

AGENCY NAME: **OHIO DEPARTMENT OF MENTAL HEALTH**

E-MAIL: Lucille.Fuller@mh.ohio.gov

PHONE NUMBER: 614-466-7697

COMMENTS:

Note: This document does contain sensitive information. Sending via non-secure channels, including e-mail and fax can be a potential security risk.

SUBMIT FORM TO:

Mail: Ohio Shared Services
P.O. Box 182880 Cols., OH 43218-2880
Fax: (614) 485-1052
E-mail: vendor@ohio.gov

QUESTIONS? PLEASE CONTACT:

Phone: 1 (877) OHIO-SS1 (1-877-644-6771)
1 (614) 338-4781
E-mail: vendor@ohio.gov

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Ohio Department of Mental Health and Addiction Services Personal Service Contract

SECTION A: CONTRACT PARTIES

This contract is entered into between the Ohio Department of Mental Health and Addiction Services on behalf of the following:

Name of Hospital, Division, or Other Entity Bureau of Children and Families	Address (Street, City, State, Zip) 30 East Broad Street, Columbus, Ohio 43215-3430
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AND:

Name of Contractor	Address (Street, City, State, Zip)	OAKS Vender ID	Add. Cd.
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SECTION B: EFFECTIVE DATES

This contract is effective from **October 2013** , through **June 30, 2014**

SECTION C: ODMHAS Coding

Bus. Unit	Fund	Account	ALI	Dept ID	Program	Grant/Project	Project	Reporting	Agency Use
DMHAS0	3A80		333613	DMH105515	4227C	DMH14NGAG			

Personal Service Contract

I. STATEMENT OF WORK

- a. Contractor shall undertake the work and activities set forth in the Scope of Work, which is attached hereto as Exhibit I, and incorporated by reference as if fully written herein. Contractor shall consult with Ohio Department of Mental Health and Addiction Services (ODMHAS) personnel and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.
- b. 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 ODMHAS. 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 that is required in the normal course of business.
- c. Contractor shall furnish professional services performed in accordance with standards necessary for the satisfactory performance of the work hereunder. ODMHAS shall not be required to provide any training to the Contractor to enable it to perform services required hereunder. 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 ODMHAS.
- d. Unless stated otherwise in the Scope of Work, Contractor shall furnish its own support staff, materials, tools, equipment, and other supplies necessary for the satisfactory performance of the work hereunder. Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this contract, unless stated otherwise.
- e. Any travel-related expenses incurred by the Contractor under this contract shall be at the Contractor's expense.
- f. ODMHAS may, from time to time as it deems appropriate, communicate specific instructions and requests to Contractor concerning the performance of the work described in this contract. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work described herein remains with and is retained by the Contractor. ODMHAS retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the contract.
- g. The Contractor must receive written approval from ODMHAS prior to entering into any subcontract or joint venture for the delivery of services required by this contract. If the Contractor enters into any agreement with a subcontractor, the Contractor is ultimately responsible for any and all actions or omissions by the subcontractor in the delivery of services under this contract.

- i. Throughout the term of this contract, the Contractor shall provide ODMHAS with copies of all current licensure, certification, and/or accreditation, including any renew or re-issuance thereof, for any employee or subcontractor, providing services under this contract.
- ii. The Contractor agrees that while operating in an ODMHAS facility, the Contractor and/or any employee or subcontractor of the Contractor, shall follow all applicable rules and regulations for that facility.

II. TIME OF PERFORMANCE

- a. This contract shall **commence** on October, 2013 and shall **expire** on June 30, 2014.
- b. In the event that the work hereunder is to be done in separate phases or tasks, each phase or task shall be completed within the time prescribed.
- c. Upon the expiration of this contract, ODMHAS and the Contractor may renew this contract under the same terms and conditions stated herein. Such renewal shall be by written addendum executed by the both parties evidencing their agreement to renew the contract. In the event that the parties hereto do not execute an addendum evidencing the parties' agreement to renew this contract, the contract shall expire on the date set forth above and neither party to this contract shall have any further obligations hereunder.

III. COMPENSATION

- a. In consideration for the promises and performance of Contractor as set forth herein, ODMHAS agrees: (check one)
 - To pay to Contractor, upon completion of each deliverable or task and upon actual receipt of proper invoices, compensation at the rate(s) specified in Exhibit I; or
 - To pay to Contractor, upon actual receipt of proper invoices, compensation at the hourly rate(s) specified in Exhibit I for services performed; or
 - A lump sum amount of \$ _____ for services performed in accordance with Exhibit I.
- b. It shall be mutually agreed and understood between both parties that the total amount to be paid by ODMHAS to the Contractor under this contract shall in no event exceed the sum of \$ _____ unless Contractor receives prior approval from ODMHAS or when required, approval of the Controlling Board and is so notified of such approval by ODMHAS in writing.
- c. In accordance with Section 126.30 of the Revised Code, and any applicable rules thereto, ODMHAS shall make prompt payment for any services acquired from the Contractor. Upon receipt of a proper invoice and unless otherwise stated, payment shall be made within thirty (30) calendar days. The adequacy and sufficiency of all invoices shall be determined solely by ODMHAS. If ODMHAS determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required, the burden of proving the required information or documentation is on the

Contractor. ODMHAS shall notify the Contractor in writing of the inadequacy or insufficiency and may provide any information necessary to correct the inadequacy or insufficiency. If such notification of inadequacy or insufficiency is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

- d. All invoices for services rendered under this contract must be submitted by the Contractor no later than sixty (60) days after the expiration of the contract term. No payment shall be issued for invoices submitted more than sixty (60) days past the expiration of the contract term.
- e. It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the General Assembly and the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time that ODMHAS gives the Contractor written notice that such funds have been made available to it, by the State's funding source.

IV. GENERAL PROVISIONS

- a. **ENTIRE AGREEMENT:** The contract, when signed by both parties, along with any attachments, constitutes the entire agreement between the parties herein. No rights herein will be waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written, or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- b. **AMENDMENTS:** ODMHAS and the Contractor agree that any amendment or modification including, but not limited to a change in the rate(s) or type(s) of service shall require a written agreement signed by both parties.
- c. **GOVERNING LAW:** This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio.
- d. **CONTRACT CONSTRUCTION:** This contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- e. **HEADINGS:** The headings used in this contract are for convenience only and will not affect the interpretation of any of the contract terms and conditions.
- f. **ORDER OF PRIORITY:** If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.
- g. **SEVERABILITY:** If any provision of this contract or the application of any provision of this contract is held to be contrary to law, the remaining provisions will remain in full force and effect.

- h. **ASSIGNMENT / DELEGATION:** The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this contract without prior written consent of ODMHAS. Any assignment or delegation not consented to may be deemed void by ODMHAS.
- i. **EQUAL EMPLOYMENT OPPORTUNITY:** The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio Business Gateway Electronic Filing website <http://business.ohio.gov/efiling/>. Approved Affirmative Action Plans may be found at the Equal Opportunity Department's website: <http://eodreporting.oit.ohio.gov/searAffirmativeAction.aspx>.

- j. **BUSINESS ASSOCIATE AGREEMENT:** If applicable, the Contractor agrees to execute the ODMHAS business associate agreement relating to services rendered under this contract.
- k. **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.
- l. **AUDITS and RECORDS INSPECTION:** 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.

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.

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.

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.

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.

- m. **ANTITRUST ASSIGNMENT TO THE STATE:** Contractor assigns to the State of Ohio, through the ODMHAS, all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the services provided under this contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.
- n. **DRUG-FREE WORKPLACE:** The Contractor agrees to comply with all applicable state and federal laws regarding smoke-free and drug-free workplaces. The Contractor agrees to require that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- o. **OWNERSHIP:** ODMHAS shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by the Contractor, subcontractor or any person acting on behalf of the contractor pursuant to this agreement. No such documents or other materials produced (in whole or in part) with funds provided to the Contractor by ODMHAS shall be subject to copyright, trademark or patent by the Contractor in the United States or any other country.
- p. **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.
- q. **OHIO ELECTIONS LAW:** Contractor, by signature affixed on this document, hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC 3517.13 are in full compliance with divisions (I)(1) and (J)(1) of ORC 3517.13.
- r. **PROHIBITION OF THE PURCHASE OF OFF-SHORE SERVICES & LOCATION OF SERVICES, DATA:** The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John R. Kasich and shall abide by those requirements in the performance of this contract, and shall perform no services required under this contract outside of the United States. The Executive Order is available at the following website:
<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>.

As part of this contract, the Contractor shall disclose the following:

1. The location(s) where all services will be performed by Contractor or subcontractor(s);
2. The location(s) where any state data applicable to the contract will be accessed, tested, maintained, backed-up or stored by the Contractor or subcontractor(s); and
3. The principal location of business for the Contractor and subcontractor(s)

Neither the Contractor nor its subcontractor(s) shall, during the performance of this contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

- s. **FORCE MAJEURE:** If ODMHAS 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.

- t. 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
- u. 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.

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. ODMHAS and the State of Ohio shall not be liable for any taxes under this contract.

- v. 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.
- w. UNRESOLVED FINDINGS: The Contractor warrants that it is not subject to an unresolved finding for recovery as defined in O.R.C. 9.24. If the warranty is deemed to be false, this contract is void *ab initio* and the Contractor shall immediately repay the State any funds paid under this contract.
- x. OHIO ETHICS: The Contractor is responsible to review and comply with all relevant provisions of O.R.C Sections 102.01 to 102.09. In addition, the Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws.

V. TERMINATION

- a. UNILATERAL TERMINATION: Prior to the expiration of the term of this contract, either party may unilaterally terminate this contract with thirty (30) days written notice to the other party.
- b. DEFAULT: If the Contractor fails to perform any of the requirements of this contract, or is in violation of a specific provision of this contract, ODMHAS may provide the Contractor written notice of the failure to perform or the violation and shall provide a thirty (30) day period to cure any and all defaults under this contract. During the thirty (30) day 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 ODMHAS's cure period, the Contractor shall be held in default of this contract and the contract shall terminate at the end of the thirty (30) day cure period.

- c. TERMINATION OF SERVICES: In the event of termination, the Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODMHAS. ODMHAS shall not be liable for any further claims. Any payments made by ODMHAS in which services have not been rendered by the Contractor shall be returned to ODMHAS.

VI. CONTRACT REMEDIES

- a. ACTUAL DAMAGES: The Contractor is liable to ODMHAS for all actual and direct damages caused by Contractor's default. ODMHAS may buy substitute services from a third party for those that were to be provided by the Contractor. ODMHAS may recover from the Contractor the costs associated with acquiring substitute services, less any expenses or costs saved by the Contractor's default.
- b. LIQUIDATED DAMAGES: If actual or direct damages are uncertain or difficult to determine, ODMHAS 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.

- VII. LIMITATION OF LIABILITY: ODMHAS'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 ODMHAS 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 ODMHAS or the State to do so.

- VII. NOTICE: Except as specifically provided otherwise, all notices, consents and communications hereunder shall be given in writing, and be either hand carried or sent by certified mail, return receipt requested, to the respective addresses on the signature page of this document.

Exhibit 1

Contract Parties:

ODMHAS Facility/Division (Name and Address)

Office of Children and Families
Bureau of Wellness and Prevention
30 East Broad Street
Columbus, Ohio 43215-3430

Contractor (Name and Address)

Compensation:

Scope of Work:

The Family Engagement Coordinator(s) will be responsible for:

- Developing a family advisory council interested in youth and young adult issues and system of care practice that will make recommendations to the ENGAGE Advisory Council;
- Partnering with Ohio's Parent Advocacy Connection program to enhance parent advocacy services throughout Ohio to assist and support families with youth or young adults with mental health challenges, co-occurring disorders, and multi-system needs;
- Providing parent advocacy training and coaching to parents with youth and young adults with these needs;
- Recommending and distributing nationally recognized "best practice" training curricula for parent advocacy and family peer support certification;
- Aiding in developing guidelines for establishing local family advisory councils;
- Promoting system of care to family members and family advisory councils;
- Assisting local systems of care with engaging family members;
- Networking parent advocacy efforts, training and resources through the Red Treehouse;
- Participating on the ENGAGE management team to bring the voice of families to the members;
- Participating on the ENGAGE Advisory Council to bring the voice of families to the members;
- Assisting in recruiting family members for the ENGAGE committees and activities;
- Assisting in promoting Health Home access to youth and young adults, and
- Partnering and working in concert with the ENGAGE Youth Engagement Coordinators to promote youth, young adult, and family engagement throughout the system of care communities.

IN WITNESS WHEREOF, the parties have executed this contract as of the date and year last written below.

STATE OF OHIO
Ohio Department of Mental Health and
Addiction Services

CONTRACTOR

Director Date

Date

Print Name

ODMHAS Procurement Officer Date

Approved as to form:

Office of Legal Services Date