

**AMENDMENT TO THE AGREEMENT BY AND BETWEEN
THE OHIO DEPARTMENT OF VETERANS SERVICES
AND AYA HEALTHCARE INC**

THIS AMENDMENT to is made and entered into by and between the State of Ohio, Department of Veterans Services, located at 77 South High Street, 7th Floor, Columbus Ohio, 43215 (“Department”) and Aya Healthcare Inc, located at 5930 Cornerstone Court West, Ste 300, San Diego, CA 92121 (“Contractor”) collectively the “Parties.” It is effective as of the date of the final signature below (“Effective Date”).

WHEREAS, The Parties entered into an Agreement dated May 20, 2022 titled “Agreement by and Between the Ohio Department of Veteran’s Services and Aya Healthcare Inc.” This Agreement, and all subsequent amendments, are incorporated into this document as “Attachment A Original Contract.”

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and the agreements herein stated and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to the following:

1. The Contract is amended to increase the maximum value of this contract not to exceed \$350,000.00.
2. This Amendment does not alter any other terms, conditions, or provisions of Attachment A and as such all other such terms, conditions, and provisions from Attachment A remain in effect.

The Parties hereby execute this Amendment, legally binding themselves to its stated performance.

**STATE OF OHIO
DEPARTMENT OF VETERANS SERVICES**

AYA HEALTHCARE, INC

By: _____

By:  _____

Title: _____

Title: Peter Kaufman, EVP, Enterprise Services

Date: _____

Date: 2/14/2023

**AMENDMENT TO THE AGREEMENT BY AND BETWEEN
THE OHIO DEPARTMENT OF VETERANS SERVICES
AND AYA HEALTHCARE INC**

THIS AMENDMENT to is made and entered into by and between the State of Ohio, Department of Veterans Services, located at 77 South High Street, 7th Floor, Columbus Ohio, 43215 (“Department”) and Aya Healthcare Inc, located at 5930 Cornerstone Court West, Ste 300, San Diego, CA 92121 (“Contractor”) collectively the “Parties.” It is effective as of the date of the final signature below (“Effective Date”).

WHEREAS, The Parties entered into an Agreement dated May 20, 2022 titled “Agreement by and Between the Ohio Department of Veteran’s Services and Aya Healthcare Inc.” This Agreement is incorporated into this document as “Attachment A Original Contract.”

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and the agreements herein stated and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to the following:


1. The Contract is amended to increase the maximum value of this contract not to exceed \$250,000.00.
2. This Amendment does not alter any other terms, conditions, or provisions of Attachment A and as such all other such terms, conditions, and provisions from Attachment A remain in effect.

The Parties hereby execute this Amendment, legally binding themselves to its stated performance.

**STATE OF OHIO
DEPARTMENT OF VETERANS SERVICES**

CONTRACTOR

By: 

By: 

Title: Director, ODVS

Title: EVP, Enterprise Services

Date: 8/10/22

Date: 8/9/2022

**AGREEMENT BY AND BETWEEN
THE OHIO DEPARTMENT OF VETERANS SERVICES
& AYA HEALTHCARE, INC**

THIS AGREEMENT is entered into by and between the State of Ohio, Department of Veterans Services, located at 77 South High Street, 7th Floor, Columbus, Ohio 43215 ("Department"), on behalf of the Ohio Veteran's Homes ("OVHs"), and Aya Healthcare, Inc, located at 5930 Cornerstone Court West, Ste. 300, San Diego, CA 92121 (the "Contractor"). It refers to the Department and Contractor individually as "Party" and collectively as "Parties." It is effective as of the date of the final signature below ("Effective Date").

WHEREAS, the Department seeks temporary staffing for the OVHs ("Services,"), as more thoroughly described below;

WHEREAS, Contractor commits to providing the Services to the Department in exchange for an amount not to exceed \$25,000.00 per fiscal year;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the sufficiency and receipt of which the Parties hereby acknowledge, the Parties enter into a legally-binding contract as follows:

1. **Complete Agreement.** This Agreement describes the entire contractual relationship between the Parties as it applies to the purchase by the Department of the Services. This Agreement includes of the following attachments(s), which is/are hereby integrated into and made a part of this Agreement: Attachment A, Temp Staffing Solicitation, and Attachment B, Aya Healthcare Proposal. There are no other agreements, conditions, promises, understandings, or terms outside of what is described in this Paragraph.
2. **Description of Services.** The Services consist of fulfilling the temporary staffing needs of the OVHs and allow for provisions for permanent staffing as more fully described in Attachment A. Contractor will provide the Department with the Services by no later than June 30, 2023.
3. **Payment Amount under the Agreement.** In exchange for the performance of Services, the Department shall pay Contractor an amount not to exceed \$25,000.00 per fiscal year, subject to Paragraph 4.b below.
4. **Ohio Terms and Conditions.** Ohio Revised Code ("R.C.") 9.27 and the following terms and conditions ("Ohio Terms") govern this Agreement. Where anything in any Attachment hereto contradicts the Ohio Terms, the Ohio Terms govern. The Parties specifically agree that the Ohio Terms expressed in this Agreement control. Any provision in any Attachment, including but not limited to Attachment B that conflict with the Ohio Terms are null and void and are to be treated as if they do not exist.
 - a. ***Governing Law, Jurisdiction, and Legal Action.*** This Agreement shall be exclusively governed by and construed and interpreted in accordance with the laws of the State of Ohio. To the extent that the Department is made a party to any litigation arising out of or relating to this Agreement, per R.C. 2743.02(A), all such actions must be brought and maintained only in the Ohio Court of Claims in Franklin County. The Department does not agree to any form of binding arbitration or other extra-judicial dispute resolution process as a result of this Agreement.
 - b. ***Payments, Invoices and Interest.***
 - (1) The Department will pay Contractor for the delivery of the Services within thirty (30) calendar days of the Department's receipt of a proper invoice by the Department Accounting Office.

See Ohio Admin. Code 126-3-01(A)(5) for the definition of "receipt of a proper invoice." Contractor shall direct its invoices to Department Accounting at Invoices@dvs.ohio.gov. If any Attachment hereto is an invoice, it may be a proper invoice.

- (2) The date of the warrant issued in payment by Department Accounting shall be considered the date payment is made. R.C. Section 126.30 may be applicable to this Agreement and, if so, requires payment of interest on overdue payments for proper invoices. The interest charge shall be at a rate per calendar month which equals one-twelfth of the rate per annum described by R.C. § 5703.47.
- c. *Independent Contractor.* Contractor shall perform the Services as an independent contractor to the Department. As a result of this Agreement, neither Contractor nor its agents, representatives, servants, subcontractors, owners, operators, or employees shall at any time, or for any purpose, be employees of the Department or the State of Ohio. The management of Contractor's performance hereunder, including all control and direction over the manner and means of the performance, shall remain exclusively with Contractor. Contractor shall be responsible for all of its business expenses, including but not limited to its employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions to Workers' Compensation and Unemployment Compensation coverage, if any.
- d. *Taxes.* The Department is exempt from federal excise taxes and all state and local taxes. The Department does not agree to pay any taxes on commodities, goods, or services acquired from Contractor. The Department is not required to produce a certificate or permit of exemption.
- e. *Indemnification, Holding Harmless, and Attorney's Fees.* The Department does not and shall not indemnify, hold harmless, or pay attorney's fees to Contractor as a result of this Agreement.
- f. *Liability.*
 - (1) Contractor agrees to defend, indemnify, and hold the Department 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 negligent or purposeful actions or omissions or those of its trustees, officers, owners, partners, employees, subcontractors, assigns, successors, suppliers, third parties utilized by Contractor, joint venturers, or other persons or entities serving in any similar capacity 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.
 - (2) ~~The requirement that Contractor defend a lawsuit where the Department has been named as a party is subject to R.C. Section 109.02.~~
 - (3) In no event shall either Party be liable to the other for lost profits or indirect, consequential, incidental, special, or punitive damages.
- g. *Information and Records.* This Agreement is subject to R.C. Section 149.43. Should Contractor receive a request from a non-Party for information or data related to this Agreement or the performance hereunder (including subpoenas), Contractor will immediately notify the Department of the request and coordinate a response subject to the Department's approval. This Paragraph shall survive the termination of this Agreement.

- h. *Term.* The Department may not enter into any contract that creates financial obligations for the Department beyond the current biennium. As a result, this Agreement shall not be automatically renewed. It shall also terminate at 5:00 PM Ohio time on June 30, 2023 if it has not already terminated.
- i. *Certification of Funds.* In accordance with R.C. Section 126.07, this Agreement is not valid or enforceable until the Director of the Ohio Office of Budget & Management certifies that there is a balance in the applicable appropriation not already obligated to pay existing obligations in an amount at least equal to any payments the Department agrees to pay under the Agreement.
- j. *Non-appropriation.* Performance by Department under this Agreement is contingent on the availability of lawful appropriation of funds by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for any payments due under this Agreement, the Agreement will terminate as of the date that the funding expires without further obligation of Department.
- k. *Insurance.* The State of Ohio is self-insured.
- l. *Ohio Election Law.* Contractor affirms that it is compliant with R.C. Section 3517.13.
- m. *Ohio Ethics Law.* Contractor affirms that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by R.C. Sections 102.03 and 102.04.
- n. *Contributions to OPERS.* In accordance with R.C. Section 145.038, Contractor acknowledges that it is an independent contractor and not a public employee or entity. Further, Contractor acknowledges that the Department will not and is not obligated to contribute to the Ohio Public Employees Retirement System (OPERS) on behalf of the Contractor.
- o. *Drug-Free Workplace.* Contractor will make a good faith effort to ensure that all of Contractor's agents, employees, representatives, and sub-contractors while working on State property, will not have or be under the influence of medical marijuana, illegal drugs, or alcohol or abuse prescription drugs in any way.
- p. *Equal Employment Opportunity.* Contractor agrees that it is in compliance with the requirements of R.C. Section Section 125.111 and that it will comply with all State and Federal laws regarding equal employment opportunity and fair labor and employment practices.
- q. *Workers' Compensation.* Contractor shall provide its own workers' compensation coverage throughout the term of this Agreement. The Department is hereby released from any and all liability for injury received by the Contractor and/or its agents, employees, representatives, and sub-contractors due to the performance of this Agreement.
- r. *Prohibiting the Expenditure of Public Funds on Offshore Services.* Contractor has read, understands, and agrees to abide by Executive Order 2019-12D, "Governing the Expenditure of Public Funds for Offshore Services." If at any point during the term of this Agreement the Department learns that Contractor is performing any services required by this Agreement offshore, the Agreement is immediately terminated pending written notification to Contractor.
- s. *Prohibiting Boycotting.* Contractor has read and understands R.C Section 9.76. It hereby affirms that it is not boycotting any jurisdiction with which the State of Ohio has open trade, including Israel, and will not do so during the period that the Agreement is in operation.

- t. *State Audit Findings.* Contractor affirmatively represents to the Department that it is not subject to a finding for recovery under R.C. Section 9.24, or that it has taken the appropriate remedial steps required under R.C. Section 9.24, or that it otherwise qualifies under that R.C. Section. Contractor agrees that if the Department determines that this representation is false, this Agreement shall be void *ab initio* and Contractor shall immediately repay to the Department any monies the Department paid to it under the Agreement.
- u. *Suspension and Termination.* Unless stated otherwise above, the Department may suspend or terminate this Agreement at its discretion for any reason by giving Contractor written notice. If the Department suspends this Agreement, Contractor shall immediately stop performing this Agreement, e.g. delivering supplies or services to the Department. It will then send to the Department within five (5) business days of receipt of the suspension notice at the e-mail address above, an invoice for any supplies or services delivered under the Agreement that the Department had not yet paid. The Department may lift the suspension and direct continued performance under this Agreement by way of an additional written notice to Contractor.
- v. *Force Majeure.* Either Party may suspend or terminate this Agreement by written notice to the other if the President of the United States, the Governor of the State of Ohio, or any authorized delegate thereof declares a state of emergency that reasonably prevents the safe performance of this Agreement.
- w. *Notices.* Contractor shall accept notice under this Agreement at the following: Aya Healthcare, Inc. 5930 Cornerstone Ct. W #300, San Diego, CA 92121, Attn: Facility Contracts
- x. *Amendments/Modifications.* No amendments or modifications to the arrangements between the Parties may occur without being memorialized in writing and signed by representatives from both Parties.

The Parties have read and fully understand this Agreement. They attest that the representatives executing it on their behalves have the authority to legally bind them and do so here.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, legally binding themselves to its stated performance.

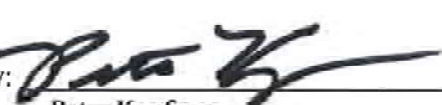
STATE OF OHIO
DEPARTMENT OF VETERANS SERVICES

By: 
Deborah Ashenhurst

Title: Director

Date: 5-20-2022

CONTRACTOR

By: 
Peter Kaufman

Title: EVP, Enterprise Services

Date: 5/10/2022



Ohio Department of Veterans Services
OHIO VETERANS HOMES
"Serving Those Who Served"

Mike DeWine, Governor | Deborah Ashenhurst, Director | Ross Matlack, Superintendent

**Solicitation
Cover Page**

Date:	January 3, 2022
Solicitation Number:	Temp Staff 22-002
Solicitation Title:	Temp Staffing-RN, LPN &STNA
Bids shall be received until:	January 19, 2022 @ 12:00 PM Local Standard Time. Using Our Clock At 2003 Veterans Blvd Georgetown, Ohio 45121
Goods or services to be delivered to or performed at:	Ohio Veterans Homes 2003 Veterans Blvd Georgetown, Ohio 45121 Ohio Veterans Homes 3416 Columbus Ave Sandusky, Ohio 44870
For additional information please contact:	Bethany Green Sourcing Analyst (937)-378-2900 Extention:2707 Bethany.Green@dvs.ohio.gov

Executive Summary

The Ohio Department of Veteran Services, Ohio Veterans Home (OVH) is seeking temporary staffing agency(s) to: fulfill needs in temporary staffing and allow for provisions for permanent staffing.

The successful proposer(s) shall be required to provide qualified candidates for the positions referenced in Attachments A, B, and C.

The following terms and conditions shall apply to all contracts for the sale of goods or services to the State of Ohio ("the State"). By submitting a bid/proposal in response to this solicitation, you are agreeing to such terms and conditions should your bid/proposal be accepted, and to the extent that your proposal may contain provisions that may be deemed to be in conflict with such terms and conditions, the provisions below shall be controlling.

1. Ohio Terms and Conditions. The following terms and conditions govern this Agreement.

- a. *Governing Law and Jurisdiction.* This Agreement shall be exclusively governed by and construed and interpreted in accordance with the laws of the State of Ohio. To the extent that the Department is a party to any litigation arising out of or relating in any way to this Agreement or performance thereunder, per R.C. 2743.02(A), all such actions shall be brought and maintained only in the Ohio Court of Claims.
 - (1) The date of the warrant issued in payment by Department Accounting shall be considered the date payment is made. Ohio Revised Code (R.C.) § 126.30 may be applicable to this Agreement and, if so, requires payment of interest on overdue payments for proper invoices. The interest charge shall be at a rate per calendar month which equals one-twelfth of the rate per annum described by R.C. § 5703.47.
- b. *Taxes.* The Department is exempt from federal excise taxes and all state and local taxes. The Department does not agree to pay any taxes on commodities, goods, or services acquired from any Contractor. The Department is not required to produce a certificate or permit of exemption.
- c. *Indemnification, Holding Harmless, and Attorney's Fees.* As required by State law, the Department does not and shall not indemnify, hold harmless, or pay attorney's fees to Contractor as a result of this Agreement.
- d. *Liability.*
 - (1) Contractor agrees to defend, indemnify, and hold the Department 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 Services and/or its negligent or purposeful actions or omissions or those of its trustees, officers, owners, partners, employees, subcontractors, assigns, successors, suppliers, third parties utilized by Contractor, joint venturers, or other persons or entities serving in any similar capacity 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.
 - (2) The requirement that Contractor defend a lawsuit where the Department has been named as a party is subject to R.C. § 109.02.
 - (3) In no event shall either Party be liable to the other for lost profits or indirect, consequential, incidental, special, or punitive damages.
- e. *Public Record and Confidentiality Mandate.*
 - (1) Contractor understands that information and data received by the Department is subject to Ohio's Public Records Act and/or confidentiality laws, and therefore, subject only to lawfully intervening court orders, the Department must release any information and/or data in its possession that constitute public record if a lawful request is made for it, including any information and data that Contractor asserts contain trade secrets and/or other confidential matters.
 - (2) Lawful confidentiality mandates will survive the termination or expiration of the Agreement.
 - (3) Should Contractor receive a request from a third-party for any information and/or data related to this Agreement or performance hereunder (including subpoenas), Contractor will immediately notify the Department of the request and coordinate a response subject to the Department's approval.
- f. *Term.* The Department may not enter into any agreement that creates financial obligations for the Department beyond the current biennium. As a result, this Agreement shall not be automatically renewed. It shall also terminate at 5:00 PM Ohio time on June 30, 2022 if it has not already terminated.

As a condition of any award resulting from this solicitation, subject to mutual agreement, the period covered by the ensuing contract under the same terms and conditions stated herein can be extended for two (2) additional years in one (1) year increments.

- g. *Certification of Funds.* In accordance with R.C. § 126.07, this Agreement is not valid or enforceable until the Director of the Ohio Office of Budget & Management certifies that there is a balance in the applicable appropriation not already obligated to pay existing obligations in an amount at least equal to any payments the Department agrees to pay under the Agreement.
- h. *Non-appropriation.* Performance by Department under this Agreement is contingent on the availability of lawful appropriation of funds by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for any payments due under this Agreement, the Agreement will terminate as of the date that the funding expires without further obligation of Department.
- i. *Insurance.* The State of Ohio is self-insured.
- j. *Ohio Election Law.* Contractor affirms that it is compliant with R.C. § 3517.13.
- k. *Ohio Ethics Law.* Contractor affirms that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by R.C. §§ 102.03 and 102.04.
- l. *Contributions to OPERS.* In accordance with R.C. § 145.038, Contractor acknowledges that it is an independent contractor and not a public employee or entity. Further, Contractor acknowledges that the Department will not and is not obligated to contribute to the Ohio Public Employees Retirement System (OPERS) on behalf of the Contractor.
- m. *Drug-Free Workplace.* Contractor will make a good faith effort to ensure that all of Contractor's agents, employees, representatives, and sub-contractors while working on State property, will not have or be under the influence of medical marijuana, illegal drugs, or alcohol or abuse prescription drugs in anyway.
- n. *Equal Employment Opportunity.* Contractor agrees that it is in compliance with the requirements of R.C. § Section 125.111 and that it will comply with all State and Federal laws regarding equal employment opportunity and fair labor and employment practices.
- o. *Workers' Compensation.* Contractor shall provide its own workers' compensation coverage throughout the term of this Agreement. The Department is hereby released from any and all liability for injury received by the Contractor and/or its agents, employees, representatives, and sub-contractors due to the performance of this Agreement.
- p. *Prohibiting the Expenditure of Public Funds on Offshore Services.* Contractor has read, understands, and agrees to abide by Executive Order 2019-12D, "Governing the Expenditure of Public Funds for Offshore Services." If at any point during the term of this Agreement the Department learns that Contractor is performing any services required by this Agreement offshore, the Agreement is immediately terminated pending written notification to Contractor.
- q. *Prohibiting Boycotting.* Contractor has read and understands R.C. § 9.76. It hereby affirms that it is not boycotting any jurisdiction with which the State of Ohio has open trade, including Israel, and will not do so during the period that the Agreement is in operation.
- r. *State Audit Findings.* Contractor affirmatively represents to the Department that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken the appropriate remedial steps required under R.C. § 9.24, or that it otherwise qualifies under that R.C. Section. Contractor agrees that if the Department determines that this representation is false, this Agreement shall be void *ab initio* and Contractor shall immediately repay to the Department any monies the Department paid to it under the Agreement.
- s. *Suspension and Termination.*
 - (1) Unless stated otherwise above, the Department may suspend or terminate this Agreement at its discretion for any reason by giving Contractor written notice.

- (2) If the Department suspends this Agreement, Contractor shall immediately stop its performance under the Agreement, e.g. delivering Services to the Department. It will then send to the Department within five (5) business days of receipt of the suspension notice at the e-mail address above, an invoice for any supplies or services delivered under the Agreement that the Department had not yet paid. The Department may lift the suspension and direct continued performance under this Agreement by way of an additional written notice to Contractor.
- t. *Force Majeure.* Either Party may terminate this Agreement by written notice to the other if the President of the United States, the Governor of the State of Ohio, or any authorized delegatee thereof declares a state of emergency that reasonably prevents the safe performance of this Agreement

Scope of Work

ALL work must comply with ADA and OSHA standards and all federal, state and local regulations.

1. Permits and licenses of any nature, necessary for any and all work, shall be secured and paid for by the contractor.
2. All work shall be performed by qualified personnel. Qualifications shall be presented upon request.
3. Temporary staff assigned to the OVH may be required to work all shifts, including weekends.
4. Temporary staff will NOT be guaranteed a certain number of hours per day, days per week, or weeks per year.
5. All temporary staff shall be expected to follow existing OVH policies and procedures.
6. The OVH reserves the right to terminate through the Contractor any temporary employee not meeting job requirements.
7. Overtime pay will be governed by the Fair Labor Standards Act.
8. Contractor shall submit invoices to include, but not be limited to: Name of temporary employee, description title and hourly bid rate, date/hours worked.
9. All potential temporary candidates referred by the Contractor may be interviewed by the requesting department and may be rejected for factual and objective cause.
10. Contractor shall provide a copy of the potential temporary staff's résumé, application, or other documentation stating the skills and experience which qualifies them for the assignment to the OVH.
11. Contractor shall ensure that all contract employees provided for any given position shall possess the proper certifications and/or licenses to perform the duties as assigned in the State of Ohio. Certification and/or licenses must be submitted with each candidate's application.
12. The OVH reserves the right to award this solicitation to multiple agencies if it is in the best interest of the OVH. This could help ensure a larger pool of candidates for critical temporary positions.
13. The OVH shall not be responsible for payment of wages, salaries, and other compensation, benefits, unemployment insurance, workers' compensation, social security, or other payroll taxes for staff provided to the OVH by the Contractor.

Bid Submission

1. Contractor shall submit all bids on the Cost Summary Form (see below).
2. Contractor shall fill out and return the following forms with its bid.
 - a. The Certification Statements Form if seeking any supplier preference
 - b. Business Associate Agreement

Bid Submissions received without the attached documents may be deemed non-responsive

COST SUMMARY

CONTRACTOR: _____

Please fill out the table below for rates for each service provided

Position Title	BaseRate
RN	
LPN	
STNA	
Total	

Position Title	Conversion Fee
RN	
LPN	
STNA	

Please use this box for any additional comments for conversion fee information only.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the supplier, (2) he/she has read all terms and conditions and specifications which were made available in conjunction with this solicitation and fully understands and accepts them.

PRINT OR TYPE YOUR INFORMATION

Name of Company:		E-Mail:
Address:	City/State:	Zip:
Contact Person:	Title:	Phone:
Authorized Representative's Signature:		
Printed Name:	Title:	Date:

The accuracy of the Offer is the sole responsibility of the Contractor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

All quotes must be received by January 19, 2022 at Noon, Local Standard Time. Offers received after this date shall be considered non-responsive.

DVS will apply the Veterans Friendly Business Enterprise preference as required by R.C. § 9.318 and OAC 123:5-1-16.

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 "Exempted Products"]

1. Where is each product/service 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 (Go to II.) ☐ 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

Attachment A

JOB TITLE
State Tested Nurse's Aide (STNA) (Hospital Aide)

JOB DUTIES IN ORDER OF IMPORTANCE: (These duties are illustrative only. Incumbents may perform some or all of these duties or other job-related duties as assigned.)

Provides direct care services to residents in long term care facilities (e.g., feeds, dresses &/or bathes clients/residents; moves, lifts & positions clients/residents; brushes teeth; changes incontinence products; renders bedpans; takes vital signs; monitors sleeping residents on night shift).

Makes chart entries on residents' development, vital statistics as monitored, unusual behavior or incidents observed *on effects of medication & medical treatments administered by nursing staff*, observes clients/residents to prevent injuries to themselves or others & reports patients need for medical attention.

Makes beds, cleans residents' rooms & maintains cleanliness & comfort of residents; cleans work areas & equipment; cleans walls &/or floors; escorts residents on & off grounds to scheduled appointments & activities; participates with residents in recreational activities; communicates with residents to establish & maintain friendly & relaxed atmosphere; attends meetings & in-service training sessions pertaining to client/resident care.

MAJOR WORKER CHARACTERISTICS:

Knowledge of addition/subtraction; departmental, state & federal laws, rules & guidelines pertaining to direct care; first aid*, CPR; human relations; skill in direct care; operating lifts*; wheelchairs*; geri chairs* & electric beds*. Ability to apply principles to solve practical, everyday problems; maintain accurate vital statistic records; recognize unusual client/resident condition & take appropriate action; develop good rapport with clients/residents; demonstrate strength to move, position & lift 50-100 pounds; carry out & follow instructions in simple written & oral form,

(*) Developed after employment.

MINIMUM CLASS QUALIFICATIONS FOR EMPLOYMENT:

Formal education in arithmetic that includes addition & subtraction & in reading, writing & speaking common English vocabulary; must be listed on Ohio Nurse Aide Registry & possess certification in CPR.

-Or equivalent of Minimum Class Qualifications for Employment noted above.

TRAINING AND DEVELOPMENT REQUIRED TO REMAIN IN THE CLASSIFICATION AFTER EMPLOYMENT: Renewal of any mandated training required by facility (e.g., C.P.R.. first-aid),

UNUSUAL WORKING CONDITIONS:

Exposed to unpredictable behavior of clients/residents, human waste, dirt & dust; long periods of standing on feet; work night shift & weekends.

Attachment B

JOB TITLE
Licensed Practical Nurse (LPN)

JOB DUTIES IN ORDER OF IMPORTANCE: (These duties are illustrative only. Incumbents may perform some or all of these duties or other job-related duties as assigned.)

Administers nursing care within scope of practice as set forth in Division (F) of Section 4723.01 of Ohio Revised Code under direction of registered nurse, licensed physician, dentist, podiatrist, optometrist or chiropractor (e.g., administers oxygen; applies sterile dressing, inserts catheters; reinserts gastrostomy tubes, suction, irrigates wounds; gives enemas, douches; collects specimens; performs dialysis treatments, operates hemodialysis equipment & monitors patient during procedure; assists physicians with physical exams, treatments &/or laboratory tests; assists in emergencies by administering first-aid, performing cardio-pulmonary resuscitation &/or restraining patients; administers controlled drugs such as narcotics & minor tranquilizers & non-controlled medication in oral, rectal, topical or injectable form (i.e., intramuscular & subcutaneous injections only) & provides medication instructions to patients).

Maintains medication accountability records (e.g., charts patient records, prepares & counts medication, maintains medication stock & medical equipment & supplies); observes, documents & reports patient conditions (e.g., medication reactions, treatment responses, patient behavior & progress) & prepares &/or maintains related reports & records (e.g., unusual incident reports, patient records, medication reports, seclusion/restraint logs, patient kardex, team plan).

Provides general nursing, direct care &/or programming assistance (e.g., takes patient vital signs; assists with personal grooming & hygiene, bathing or daily living activities; administers topical ointments & solutions, eye, ear &/or nose drops; repositions patients; responds to patient alarms; makes medical appointments for patients; escorts patients & assists with recreational activities; provides one to one group activities according to intervention stated on treatment plan).

Provides assistance (i.e., *provides work direction, orientation & training*) to lower-level direct care staff (e.g., hospital aides, orderlies, psychiatric attendants) in providing general unskilled nursing care (e.g., dressing, bathing, feeding) to patients & attends & participates in various meetings (e.g., staff conferences, committees, interdisciplinary team meetings, in-service training programs, nursing meetings) as assigned.

Orders medication & medical supplies; cleans nurses' station & medication room/medication cart (e.g., cleans, sterilizes & restocks cart; defrosts & cleans medication refrigerator) & performs clerical tasks (e.g., answers phone, files).

MAJOR WORKER CHARACTERISTICS:

Knowledge of skilled licensed practical nursing procedures; pharmacology; client/patient care; first-aid; GPR; general hospital practices & procedures; agency, institutional, hospital or clinic practices & procedures*; HIPAA regulations & standards; human relations; inventory control; employee training & development*. Skill in use of medical equipment (e.g., respirator, dialysis machine, sterilizer, oxygen equipment, blood pressure cuff); hypodermics; operation of personal computer. Ability to understand practical field of study; deal with some abstract but mostly concrete variables; recognize unusual or threatening conditions & take appropriate emergency action; develop good rapport with patients &/or residents; understand manuals & verbal instructions associated with practical nursing; demonstrate dexterity to administer injections & perform medical treatments & strength to move, reposition or restrain patients.

(*) Developed after employment

MINIMUM CLASS QUALIFICATIONS FOR EMPLOYMENT:

License to practice nursing as a licensed practical nurse issued by Ohio Board of Nursing pursuant to Section 4723 Ohio Revised Code & proof of completion of an approved course in medication administration.

Note: Licensed Practical Nurses who administer dialysis treatment must possess Certification in IV Therapy pursuant to Section 4723.17 Ohio Revised Code.

TRAINING AND DEVELOPMENT REQUIRED TO REMAIN IN THE CLASSIFICATION AFTER EMPLOYMENT: Biennial renewal of licensure as practical nurse. Obtain & maintain certification in CPR.

Attachment B

UNUSUAL WORKING CONDITIONS:

Work nights & weekends with rotating days off;; exposed to bodily fluids; exposed to unpredictable patient behavior, illness &/or infectious diseases;.

Attachment C

JOB TITLE
Registered Nurse (RN) (Nurse

JOB DUTIES IN ORDER OF IMPORTANCE: (These duties are illustrative only. Incumbents may perform some or all of these duties or other job-related duties as assigned.)

Provides professional nursing care to residents hospitalized in nursing home, observes, assesses & records symptoms, reactions & progress of infirmity patients &/or clinic out-patients, makes nursing rounds, takes & records vitals, prepares & administers prescribed medications & ordered treatment plans &/or immunizations, monitors restrained (e.g., lock-ups, detention, isolated) patients on timely basis (i.e., every 15 minutes) & provides immediate medical attention to emergencies (e.g., administers first aid; arranges transportation to hospital emergency room; contacts staff physician when necessary; counsels patient regarding need for medical referrals) & if assigned, also schedules, assigns & reviews work (i.e., has authority to either approve/disapprove leave requests or to complete performance evaluations, but such is not mandatory to be performed) of lower-level staff (e.g., RNs, LPNs), participates in staff development & education, reviews care plans written by staff & trains & orients new employees;

Organizes & oversees 'code blue' team; directs health care staff (e.g., hospital aides & licensed practical nurses) assigned to area; acts as lead worker in charge of one assigned shift in absence of nurse 2 employee' assists physician in giving diagnostic health evaluations to residents.

Performs clerical tasks (e.g., charts & records all medications, treatments & pertinent medical information; completes required reports such as incident & accident reports; documents Medicaid information; orders supplies & equipment; maintains constant & exact inventory of all controlled drugs, medication & equipment); arranges for out-patient clinic appointments; arranges for medical examinations to be done by school physician; arranges for new & refilled prescriptions ordered by physicians through local pharmacy; performs administrative tasks & serves as liaison with others in organization & conducts &/or attends meetings; serves as instructor on occasion; serves as member or leader of problem solving teams or groups.

MAJOR WORKER CHARACTERISTICS:

Knowledge of professional registered nursing procedures; state & federal regulations, policies & procedures related to nursing; public relations; employee training & development*; inventory control. Skill in operation of medical equipment (e.g., stethoscope, otoscope, blood pressure cuff, EKG machine). Ability to deal with some abstract but mostly concrete variables; write meaningful, concise & accurate reports; gather, collate & classify information about data, people or things; demonstrate physical fitness.

(*)Developed after employment.

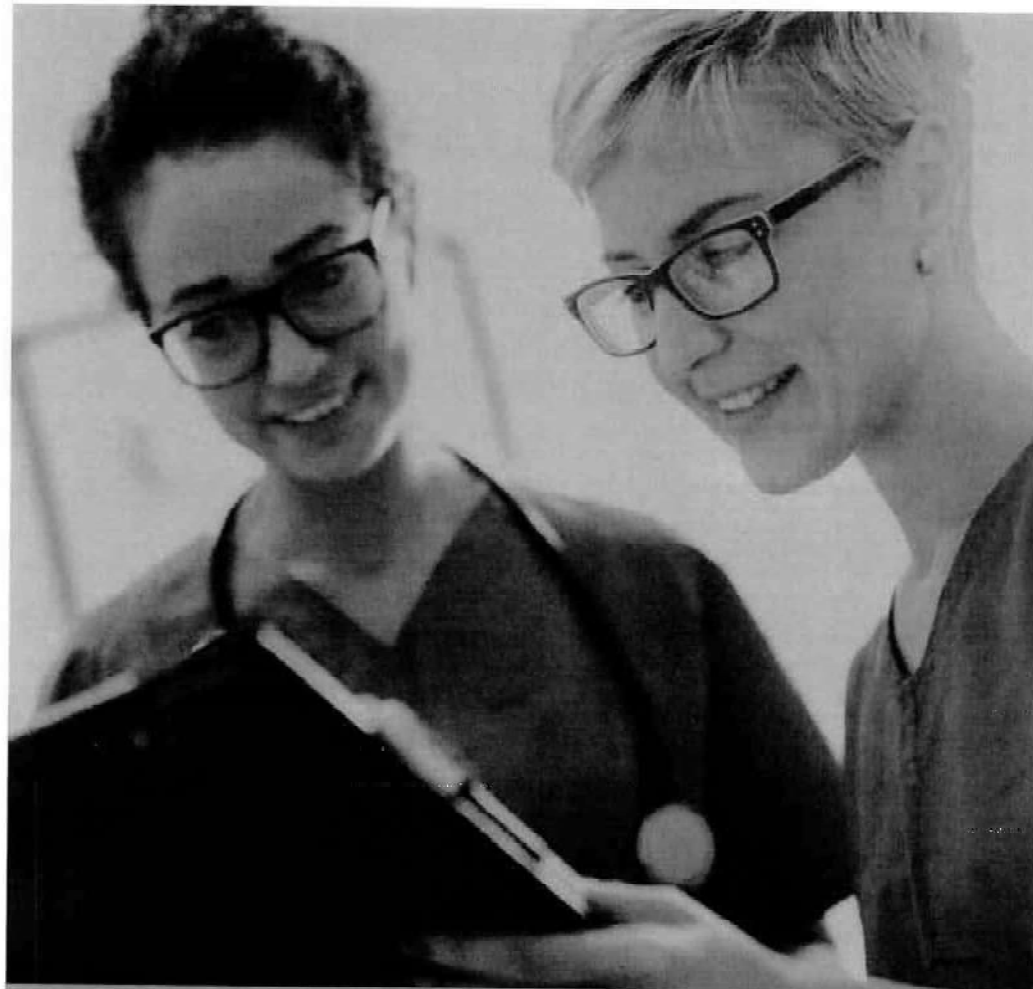
MINIMUM CLASS QUALIFICATIONS FOR EMPLOYMENT:

Requires current licensure as registered professional nurse in state of Ohio as issued by Board of Nursing per Section 4723.03 of Ohio Revised Code.

TRAINING AND DEVELOPMENT REQUIRED TO REMAIN IN THE CLASSIFICATION AFTER EMPLOYMENT: Biennial renewal of licensure as registered nurse.

UNUSUAL WORKING CONDITIONS:

Works shifts, weekends & holidays; exposed to communicable diseases.



Ohio Department of Veterans Services
OHIO VETERANS HOMES
"Serving Those Who Served"

Mike DeWeese, Governor | Deborah Ashenfurst, Director | Ross Malachuk, Superintendent

Ohio Veterans Homes
Solicitation Number: Temp Staff 22-002
Solicitation Title: Temp Staffing-RN, LPN & STNA

DELIVER TO:

Bethany Green, Sourcing Analyst
Ohio Veterans Homes
2003 Veterans Blvd
Georgetown, Ohio 45121

Phone: (937)-378-2900, ext: 2707
Email: bethany.green@dvs.ohio.gov

Due: January 26, 2022
Time: 12:00 PM ET

AYA POINTS OF CONTACT:

Liz Grotte, Senior Territory Manager
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121
liz.grotte@ayahealthcare.com
P: 858-263-0845

Tammy Hester, Senior Director
Workforce Solutions, Government Services
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121
tammy.hester@ayahealthcare.com
P: 858-750-1369

Shannon Fierro, Vice President Workforce Solutions
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121
sfierro@ayahealthcare.com
P: 858-248-4160



INTRODUCTION	
About Aya Healthcare, Inc. (Aya)	
<p>Aya Healthcare is a data-driven workforce solutions provider utilizing digital tactics to deliver every component of labor service for healthcare facilities. As the nation's leading travel nurse and allied staffing agency, and leading provider of locums, per diem, and non-clinical staffing, Aya's managed marketplace hosts the largest pool of active job seekers with algorithm-driven personalized touchpoints to drive further engagement, creating transparency and unrivaled efficiency.</p>	
Company Name/Address:	<p>Aya Healthcare, Inc. (Aya) 5930 Cornerstone Court West, Ste. 300 San Diego, CA 92121</p>
Company Size and Certification Classification	<ul style="list-style-type: none"> • Business Size: Other Than Small; Large Business (Larger than \$30.0M) • Data Universal Number System (DUNS) Number: 833131894 • Central Contractor Registration (CCR) Cage Code: 6E5A7 • GSA FSS Schedule No. V797D-40233 • Registered in System for Award Management (SAM.gov)
Corporate Summary	<p>Aya Healthcare (Aya), founded in 2001, is solely owned by our Founder and CEO/President, Alan Braynin. Mr. Braynin is supported by April Hansen, RN, MSN, who serves as Group President of Workforce Solutions and Clinical Services. Ms. Hansen has been a clinical leader for more than 16 years and a workforce provider for the past 10 years.</p> <p>Aya is the largest healthcare staffing organizations in the country, providing quality, compliant, accountable, and transparent workforce solutions. Aya delivers services in all segments of healthcare staffing, including travel nurse, allied health, per diem/registry, locum tenens, advanced practitioners, direct hire workforce consulting, mobile clinical workforce, EMR conversions, and surge staffing. With direct past performance providing healthcare professionals to support state and federal requirements, Aya is uniquely positioned to provide these services across the federal government's spectrum. Aya has been providing healthcare professionals with the expertise in their specialties capable of transforming the healthcare staffing industry with modern business practices, exceptional, attentive service, cutting-edge technology, and an efficient delivery model methodology.</p> <p>Aya has led the industry in clinical crisis-response deployment by providing services to COVID alternate field care sites, COVID testing sites, acute care facilities, post-acute care sites, clinics, outpatient services, long term care and rehabilitation facilities, and COVID clinical trial locations. We are the largest travel nursing provider in the country, with more 35,000 clinicians on assignment. We were ranked No. 1 by our team of Travel Nurses in an Independent Research Survey by Healthcare Research & Analytics (HRA). Aya starts over 3,000 new clinicians on assignment weekly.</p> <p>Aya is the nexus of healthcare providers and has a wealth of experience in the healthcare domain. Further, Aya provides customized assistance to all levels of healthcare across the nation in all setting types. From large-scale academic facilities to our rural critical access partners to field hospitals and clinical trials, Aya has continued to provide full-service fulfillment during this fluid time.</p>
Relevant Experience	<p>Aya supports several VA facilities throughout the country to include the VA in Columbia, SC and New York/New Jersey VA Healthcare Network (VISN 2). We provide emergency, COVID-19 staffing, temporary nursing, RNs, LVN/LPNs, CNAs emergency deployment specific to pandemic surge needs.</p>

COST SUMMARY

CONTRACTOR: Aya Healthcare

Please fill out the table below for rates for each service provided


Position Title	BaseRate
RN	\$135.00 per hour
LPN	\$80.00 per hour
STNA	\$65.00 per hour
Total	\$280.00 per hour

Position Title	Conversion Fee
RN	20% of candidates' first year salary
LPN	20% of candidates' first year salary
STNA	20% of candidates' first year salary

Conversion / Placement Fee Stipulation. If Client hires any Travel Candidate who was presented to Client by Aya within the twelve (12) month period following the later of: (i) the date the Candidate is introduced to Client by Aya; or (ii) the conclusion of the Candidate's assignment with Client, then Client agrees to pay Aya a placement fee of twenty percent (20%) of the Candidate's annual salary. If the Travel Candidate has completed one (1) travel assignment consisting of thirteen (13) or more weeks each, the fee is reduced to fifteen percent (15%) of the Candidate's annual salary. If the Travel Candidate has completed two (2) travel assignments consisting of thirteen (13) or more weeks each, the fee is reduced to ten percent (10%) of the Candidate's annual salary. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the supplier, (2) he/she has read all terms and conditions and specifications which were made available in conjunction with this solicitation and fully understands and accepts them.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Aya Healthcare, Inc.		E-Mail: liz.grotte@ayahealthcare.com
Address: 5930 Cornerstone Court West, Suite 300	City/State: San Diego, CA	Zip: 92121
Contact Person: Liz Grotte	Title: Senior Territory Manager	Phone: 858-263-0845
Authorized Representative's Signature: 		
Printed Name: Peter Kaufman	Title: EVP, Enterprise Services	Date: 1/17/2022

The accuracy of the Offer is the sole responsibility of the Contractor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

All quotes must be received by January 19, 2022 at Noon, Local Standard Time. Offers received after this date shall be considered non-responsive.

DVS will apply the Veterans Friendly Business Enterprise preference as required by R.C. § 9.318 and OAC 123:5-1-16.

AFFIRMATION AND DISCLOSURE FORM

By the signature affixed hereto, the Contractor affirms and understands that if awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States, nor allow State data to be sent, taken, accessed, tested, maintained, backed-up, stored or made available remotely (located) outside of the United States unless a duly signed waiver from the State has been attained.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

5930 Cornerstone Ct. West, Suite 300
(Address)

San Diego, CA 92121
(City, State, Zip)

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

TBD
(Name)

(Address, City, State, Zip)

TBD
(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

5930 Cornerstone Ct. West, Suite 300
(Address)

San Diego, CA 92121
(City, State, Zip)

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

TBD
(Name)

(Address, City, State, Zip)

TBD
(Name)

(Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

5930 Cornerstone Ct. West, Suite 300
(Address)

San Diego, CA 92121
(Address, City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

TBD
(Name)

(Address, City, State, Zip)

TBD
(Name)

(Address, City, State, Zip)

TBD
(Name)

(Address, City, State, Zip)

TBD
(Name)

(Address, City, State, Zip)

TBD
(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: 
Contractor

Print Name: Peter Kaufman

Title: EVP, Enterprise Services

Date: 1/17/2022



OHIO VETERANS HOMES BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into this 19th day of January, 2022, by and between Aya Healthcare, Inc. (referred to as "Business Associate") on behalf of itself and its agents, employees, officers, directors, shareholders, representatives, and any other person or entity doing business or performing medical or healthcare work on its behalf, including subcontractors, and the Ohio Department of Veterans Services on behalf of its Ohio Veterans Home located in Georgetown, Ohio (referred to as "Agency"), for the length of the underlying Agreement (see Attachment A) between the Parties.

WHEREAS, Agency will make available and/or transfer to Business Associate (and, for example, its employees who conduct work at the Agency) confidential, personally identifiable health information in conjunction with the terms of the underlying Agreement and,

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] and the security regulations [45 CFR §§ 164.308; 164.314] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], relevant amendments effected by the American Recovery and Reinvestment Act of 2009 [Pub. L. 111-5, §§ 13400 *et seq.*] and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

NOW THEREFORE, the parties agree as follows:

1. Definitions.

- 1.1. **Protected Health Information ("PHI")** means individually identifiable information relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined in 45 CFR § 164.501, and any amendments thereto, received from or on behalf of the Agency.
 - 1.2. **Unsecured PHI** is PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.
 - 1.3. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - 1.4. **Individual** means the person who is the subject of the PHI, as defined in 45 CFR § 160.103, and includes the person's personal representative.
 - 1.5. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and Part 164, Subparts A and E, and any amendments thereto.
2. **Copy of Privacy Practices.** If applicable, Agency shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.

- 3. Permitted Use.** The Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:
- 3.1. Covered Functions.** Professional services/activities described in the underlying Agreement between the Parties.
- 3.2. Disclosure Restrictions.** If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate, PHI may only be disclosed to another person/entity for such purposes if:
- 3.2.1. Disclosure is required by law; or
- 3.2.2. Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially and only may be used or further disclosed as required by law or for the purposes of the disclosure; and person/entity agrees to notify Business Associate of any breaches of confidentiality in a timely fashion and in writing. Documentation needs to follow the same standards and time frames as item 6 below.
- 4. Minimize Use of PHI.** The Business Associate agrees that it will not request, use or release more than the minimum necessary amount of PHI to accomplish the purpose of the use, disclosure or request.
- 5. Business Associate Safeguards.** The Associate will use appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall implement the administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of the Agency. The Associate will use all appropriate safeguards under 45 CFR 164 Subpart C including those identified as addressable. The Associate will comply with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII. With regard to electronic PHI not covered by the Guidance published at 74 FR 19006, the Associate will protect electronic PHI at rest and in transit through encryption that complies with State of Ohio IT Standard, ITS-SEC-01 Data Encryption and Cryptography.
- 6. Unauthorized Disclosure and Incident Reporting and Remediation and Privacy and Security Breach Notification.**
- 6.1. Incident Reporting.**
- 6.1.1. Business Associate shall report to Covered Entity the following:
- 6.1.1.1. Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and
- 6.1.1.2. Any security incident of which it becomes aware. For purposes of this Agreement, "security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 6.1.2. Within 24 hours of discovery of a suspected reportable incident as described in 6.1.1 above, Business Associate shall notify Covered Entity of the existence and nature of the incident as understood at that time. Business Associate shall immediately investigate the incident and within 72 hours of discovery shall provide

Covered Entity, in writing, a report describing the results of Business Associate's investigation, including:

- 6.1.2.1. What data elements were involved, the extent of the data involved in the incident, and the identification of affected individuals, if applicable;
 - 6.1.2.2. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI, or to have been responsible for the incident;
 - 6.1.2.3. A description of where the PHI is believed to have been improperly transmitted, sent, or utilized, if applicable;
 - 6.1.2.4. A description of the probable causes of the incident;
 - 6.1.2.5. A description of the proposed plan for preventing similar future incidents, including ongoing risk remediation plan approval; and
 - 6.1.2.6. Whether the Associate believes any federal or state laws requiring notifications to individuals are triggered.
- 6.1.3. Reporting and other communications made to the Covered Entity under this section must be made to the agency's HIPAA privacy officer at:

Compliance Office

1-567-998-3837

3416 Columbus Avenue, Sandusky, OH 44870

- 6.2. Business Associate Mitigation.** In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, and report its mitigation activity back to the agency. Business Associate shall preserve evidence.
- 6.3. Coordination.** Business Associate will coordinate with the agency to determine additional, specific actions that will be required of the Business Associate for mitigation of the Breach, which may include notification to the individuals, entities or other authorities. Notifications, if any, will be made at the direction of the agency.
- 6.4. Incident costs.** Business Associate shall bear all costs associated with the incident. This may include, but not be limited to, costs associated with notifying affected individuals. It also may include the cost of investigation, remediation, and assistance to individuals including services such as a standard level of credit-monitoring such as Debix's standard service or other comparable service available to Ohio agencies under state term schedules.
- 7. Agency Indemnification.** Business Associate hereby indemnifies Agency and agrees to hold Agency harmless from and against any and all losses, expense, damage or injury that Agency may sustain as a result of, or arising out of, Business Associate, or its agent's or subcontractor's, unauthorized use or disclosure of PHI.
- 8. Business Associate Insurance.** The Business Associate shall carry comprehensive general liability insurance.
- 9. Subcontractor Obligations.** Business Associate shall ensure that all of its subcontractors and agents are bound, in writing, by the same restrictions and obligations contained herein, including but not limited to the obligation to implement reasonable and appropriate

safeguards to protect the information, whenever PHI is made accessible to such subcontractors or agents. The Business Associate shall obtain Agency approval prior to entering into such agreements.

- 10. Access to PHI.** Business Associate shall make all PHI and related information maintained by Business Associate or its agents or subcontractors available as soon as practicable following a request for PHI, but within fifteen (15) days, to the extent necessary to fulfill the following obligations:
 - 10.1. Inspection and Copying.** Make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
 - 10.2. Accounting.** To account for disclosures of PHI in accordance with the provisions of the Privacy Rule, including, but not limited to 45 CFR § 164.528 and the HITECH Act; and shall make all PHI in its possession available to Agency as soon as practicable following a request for PHI, but within fifteen (15) days, to fulfill Agency's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by Agency, incorporate any amendments or related statements into the information held by the Business Associate and any subcontractors or agents.
- 11. Compliance and HHS Access.** The Business Associate shall make available to the agency and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from the agency, or created or received by the Business Associate on behalf of the agency. Such access is for the purpose of determining the agency's compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto. Any non-compliance by the Business Associate with the terms of this Agreement or the privacy and security regulations shall be a breach of this Agreement if the Business Associate knew of the breach and failed to take immediate and reasonable steps to cure the non-compliance. The Business Associate agrees that Agency has the right to immediately terminate this Agreement and seek relief, including the right to contract for replacement service through another entity at the same cost, with the Business Associate responsible for paying any difference in cost, if Agency determines that the Business Associate has violated a material term of the Agreement.
- 12. Ownership and Destruction of Information.** The PHI and any related information created or received from or on behalf of Agency is and shall remain the property of the Agency. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information. Upon termination of this Agreement, Business Associate agrees, at the option of Agency, to return or securely destroy all PHI created or received from or on behalf of Agency following 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII. The Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate agrees to provide Agency with appropriate documentation or certification evidencing such destruction. If return or destruction of all PHI and all copies of PHI is not feasible, the Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained and to limit further uses and disclosures to those which make return or destruction infeasible. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

- 13. Termination.** Notwithstanding any term or condition in the underlying agreement, the State may terminate the underlying agreement if at any time it determines that the Associate has violated a material term of this Business Associate Agreement. In the alternative, the State may, at its sole discretion, take any action provided in the underlying agreement, may suspend the Agreement, or may allow Associate a reasonable period of time to cure before termination, when such action is determined to be in the State's best interest. Upon suspension of the agreement, the State may, at its sole discretion, require the Associate to comply with the requirements of the above Ownership and Destruction of Information paragraph, in the same manner as though the agreement had been terminated. This paragraph shall in no way alter, amend, limit or change the terms and conditions in the underlying agreement as they relate to performance of the underlying agreement, and shall solely relate to violation of the terms of the Business Associate Agreement.
- 14. Survivorship.** The obligations to safeguard the confidentiality, privacy and security of PHI imposed herein shall survive the termination of this Agreement.
- 15. Injunctive Relief.** Notwithstanding any rights or remedies under this Agreement or provided by law, Agency retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
- 16. Binding Effect.** Subject to the limitations on assignment provided elsewhere in this Agreement, the Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Associate.
- 17. Ambiguities, Strict Performance and Priorities.** Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA, regulations promulgated thereunder and HITECH. Any conflicts in the security and privacy terms and conditions of this agreement with those in the underlying agreement shall be interpreted to favor of the terms and conditions that promote greater degree of security and privacy. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties. This Agreement will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party. The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions. If at any time either party fails to demand strict performance by the other party of any of the terms of this Agreement, such failure 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.
- 18. Notice.** For any notice under this Agreement to be effective the notice must be made in writing and sent to the address of the appropriate contact provided in the Agreement.
- 19. Forum.** This Agreement shall be governed by the laws of the State of Ohio.
- 20.** Notwithstanding Section 6 of this Agreement, any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To Agency:

Legal Counsel
Ohio Department of Veterans Services
77 South High Street, 7th Floor
Columbus, Ohio 43215

To Business Associate:

Aya Healthcare, Inc.
Attn: Facility Contracts
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121

IN WITNESS WHEREOF, the parties hereto agree to the foregoing,

Business Associate

For Ohio Veterans Homes



Representative



Representative

EVP, Enterprise Services

Title

Director

Title

Date: 1/19/2022

Date: 5-20-2022