CONTRACT

FOR SERVICES OVER \$50,000

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

This Contract for Security services is entered into by and between OSS Ohio Holdings, LLC, (herein referred to as "Contractor"), and the City of Columbus, Department of Health (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for Security Services; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

WHEREAS, this Contract is authorized by Ordinance No. 0077-2025; passed by Columbus City Council on February 10, 2025; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. Contract Term

The term of this Contract shall be from March 1, 2025 to February 28, 2026. This Contract shall not automatically renew.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$636,972.00 unless additional funds are appropriated and authorized.

3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth ON ATTACHED EXHIBIT A* and as contained in the bid specifications, which are expressly incorporated herein.

*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

5. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. City's Contract Administrator/Contract Administration

11/7/2024

Scott Hutchinson will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

City: Scott Hutchinson, 240 Parsons Avenue, Columbus, OH 43215

Contractor: Scott Tucker, 1291 South High Street, Columbus, OH 43206

7. Contractor as an Independent Contractor

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. Applicable Law, Remedies

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the labor commission include suspension for three years, up to permanent disbarment.

9. Payment/Invoice Submittal

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to the address listed on the Purchase Order.

10. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. Contract Termination

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If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. Save Harmless/Indemnification

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors. The City will not indemnify the contractor and is prohibited from doing so.

15. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

16. Assignment

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. Worker's Compensation

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

19. Insurance

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Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:

Bodily Injury Liability:

Property Damage Liability:

Each Person \$500,000 Each Accident \$1,000,000 Each Accident \$500,000 All Accidents \$1,000,000

20. Campaign Contributions

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. City Income Taxes

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

EXHIBITS A, B AND C MUST BE ATTACHED HERETO.

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

CITY OF COLUMBUS		BOARD OF HEALTI	H
WK by Anita Clark	2/21/2025	Shayne Downton	2/21/2025
56 MY5118 TRE W. Roberts, MD, MPH		5Board of Health	Date
Health Commissioner, Columbus Pu Federal Tax ID Number: 316400223	blic Health		
CONTRACTOR			
Scatt Tuck 2 Signature	2/20/25 Date	Please list remit addres	s below:
Scott Tucker Proprieted Name and Title Federal ID Number: 92-126	sident, 4009	3611 W. Swann	lings, LLC Avenue 3609

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EXHIBIT A – SCOPE OF SERVICES FOR SECURITY OFFICER SERVICES FOR COLUMBUS PUBLIC HEALTH

I. Scope of Services

Columbus Public Health (CPH) has a need to contract for unarmed, uniformed security services with special qualifications. The coverage will be for 24 hours a day, seven days a week at the staffing levels described in Exhibit 1. Total weekly hours will be approximately 288. Security services are to be provided at the site of CPH, 240 Parsons Ave, Columbus, Ohio 43215, as well as off-site WIC clinics. The contract shall be in effect from March 1, 2025 through February 28, 2026.

CPH is a department of the City of Columbus. It provides a broad range of services to the community including medical clinics and screenings, consoling, inspections, medical surveillance, home health, outreach programs, and other community health services.

The department's facilities are located in four buildings at 240 Parsons Ave. including the buildings formerly known as the "School for the Blind", "North Dorm", "Carriage House", and the parking garage.

Security responsibilities will include all CPH facility buildings and the surrounding property. Exhibit 2 provides a site plan showing the geographical scope of responsibility.

During regular business hours, access to the building is generally open to the public. Specified areas within the building may be accessible to the public, controlled through the implementation of policies and procedures, or controlled by an electronic access control system. General building hours will be 7:30 AM to 9:00 PM. Evening, weekend, and holiday hours will vary.

CPH hosts an annual farmer's market on the grounds in the summer for three consectuive Thursdays through a partnership with WIC, OSU (College of Public Health), and the City of Columbus. This event requires additional security coverage during specified hours.

The security contactor is to provide twenty-four hour coverage at this site as indicated in Exhibit 1 of this RFP. Notwithstanding this schedule, the City may require the security contactor to provide additional trained staff for special programs, or for other reasons.

Relationship Between Parties

The relationship of the Security Contractor, its security officers, supervisors, and other employees furnished pursuant to this agreement and CPH shall be that of an

independent contractor. All personnel furnished to the City under this agreement shall be employees of the vendor. The vendor shall exercise control over all aspects of its employee's employment and conduct. Such control shall include, without limitation, hiring, evaluation, promotion, discipline, and the resolution of complaints and grievances.

The Security Contractor shall pay all salaries, benefits, payroll taxes (including but not limited to Social Security taxes, Federal and State Unemployment Taxes and State Worker's Compensation fees), license fees, outfitting fees and uniform maintenance costs associated with this agreement.

Notwithstanding other provisions of this agreement, CPH reserves the right to require the Security Contractor to replace an officer or supervisor.

Security Contractor Qualification and Licenses

The Security Contractor must be licensed in the State of Ohio to provide the services described in the agreement. A copy of the vendor's license(s) must be attached to their response.

The Security Contractor must have a minimum of three years of experience providing similar services.

II. Specifications

- 1. General Duties for Security Officers
 - 1.1 Access Control Duties.
 - 1.2 Facility Patrol Duties.
 - 1.3 Escort of staff and other personnel as directed.
 - 1.4 Patrols and inspection of building for security violations, maintenance problems, safety and fire hazards.
 - 1.5 Operation of security related equipment including, but not limited to, closed circuit television systems, access control, radios, intercoms, telephones, fire alarm systems, and duress alarms.
 - 1.6 Operation of the Security Control Center. Must monitor and appropriately respond to:
 - 1.6.1 Duress alarm system
 - 1.6.2 Fire safety system
 - 1.6.3 Access control and alarm system

- 1.6.4 Closed circuit television system
- 1.6.5 Elevator monitor system
- 1.6.6 Key control system
- 1.6.7 Maintain all logs
- 1.6.8 Intercom and Call-For-Assistance (CFA) devices
- 1.7 Officers must be prepared to respond to conditions of fire, theft, trespass, vandalism, violence, disturbance, fights and confrontations.
- 1.8 Prepare written reports detailing incident facts.
- 1.9 Other duties as directed by the CPH Facilities Administrator and agreed to by both parties.

III. Requirements

2. Security Officer Qualifications

Officers assigned to CPH must have the following minimum qualifications and training:

- 2.1 Prior to assignment to CPH, the Security Contractor must complete a background investigation verifying that the applicant is free of any felony criminal conviction and has not been convicted of any theft related offences, sex offences, crimes of violence, or drug offences. This shall include, but is not limited to, a fingerprint check through the Ohio Bureau of Criminal Identification and Investigation (BCI&I) or a "WebCheck", a check of appropriate local police records, verification of employment for the past seven years, verification of training and education, and all other checks the vendor normally conducts for candidates. No criminal record of any kind will be accepted.
- 2.2. The Security Contractor must conduct and certify a pre-assignment 10 panel drug screening which the applicant must pass.

2.3 All officers must:

- Be in good general health without physical or psychiatric restrictions that could interfere with the performance of their duties and responsibilities.
- Be mentally alert and utilize reliable judgment.
- Be able to communicate utilizing radios and telephones.
- Be able to operate a golf cart type vehicle as needed and must possess a valid Ohio operator's license.
- Be able to respond to emergency conditions by climbing up at least four flights of stairs.
- Be able to patrol both the interior and exterior of the building and the parking garage regardless of weather conditions.
- Be able to complete accurate written incident and activity reports.

- Be able to provide their supervisor or Health Department management with clear, articulate descriptions of activities, incidents, or problems verbally and in written form.
- 2.4 Undergo a building specific orientation that shall include site-specific emergency and standard policies, procedures, patrol and response procedures, and an introduction to CPH facility management staff. Additionally, all relief officers must have this basic orientation before being assigned to this facility.
- 2.5 Be at least 18 years of age.
- 2.6 Be physically able to perform foot patrols on an hourly basis and be physically fit to perform all facets of security duties to including climbing up to four flights of stairs.
- 2.7 Be qualified to perform all security functions, including patrolling, response, and Control Center Operations.
- 2.8 Have basic computer skills including keyboard and mouse skills and knowledge of the Windows operating environment sufficient to effectively operate the building's access control, Closed Circuit Television (CCTV) equipment, telephone, paging, and alarm systems.
- 2.9 Carry operational flashlights, radios, and select keys.
- 2.10 Possess the following qualifications:
 - 2.10.1 Be a High School graduate or possess a GED Equivalency, and be able to fluently speak, read and write the English language.
 - 2.10.2 Must not have any physical or mental impairment that would prevent them from performing their assigned duties.
 - 2.10.3 Must possess a valid Ohio Operators License and be able to operate a utility type vehicle.
 - 2.10.4 Security Officer's work may require frequent and prolonged walking, standing, stooping and sitting. Physical stamina in all of its forms is a basic physical requirement of the position. Any individual, who cannot meet the following physical requirements of this position, including inability discovered through on-the-job performance, will be disqualified.
 - 2.10.5 Vision. Binocular vision is required. Must be able to accurately monitor CCTV systems and perform all other responsibilities with corrected vision. Ability to distinguish basic as well as shades of color is required, as is normal peripheral vision.

- 2.10.6 Hearing. Must be able to hear a whispered voice at fifteen feet with each ear.
- 2.10.7 Speech. Disease or conditions resulting in indistinct speech are disqualifying.
- 2.10.8 Extremities and Spine. Deformities or disease of the extremities and spine that interfere with the full performance or position duties are disqualifying.
- 2.10.9 Respiratory System. Any chronic disease or condition affecting the respiratory system, which would impair the full performance of the duties, is disqualifying, e.g., conditions that may result in reduced pulmonary functions, shortness of breath, or painful respiration.
- 2.10.10 Nervous System. Security Officers must possess emotional and mental stability with no history of basic personality disorder. Security Officers with a history of epilepsy or convulsive disorder must have been seizure-free for the past two years without medication.
- 2.10.11 Weight and Height. Weight and height is to be proportionate.
- 2.10.12 Miscellaneous. Though not mentioned specifically above, any other disease or condition, which would interfere with the full performance of duties of the position, is also grounds for medical rejection.

3. <u>Security Officer Job Duties</u>

- 3.1 Security Officers shall be responsible for all aspect of premises protection, including, but not limited to guarding against and/or responding to conditions of fire, theft, malicious injury, damage and destruction, trespass, reporting safety and fire violations, and providing services to enhance the safety of our patients, staff, and visitors such as escorts.
- 3.2 Security Officers may be called upon to diffuse potentially violent situations through the use of non-violent intervention skills. When a potentially violent situation threatens to erupt on the spot and no weapon is present, verbal de-escalation is appropriate.
- 3.3 Law enforcement activities are the responsibility of the Columbus Police Department.
- 3.4 Security staff is responsible for reviewing job descriptions and post orders in order to fully understand security officer duties and responsibilities.

- 3.5 Open and secure the CPH complex including all buildings on this site and grounds.
- 3.6 Check all interior and exterior areas during the entire period of scheduled security coverage by making regular patrol rounds of the complex and utilizing electronic monitoring systems.
- 3.7 Respond to CPH requests for assistance in the non-violent management of potentially disruptive patients or visitors.
- 3.8 Enforce sign-in and sign-out procedures after hours.
- 3.9 Enforce building fire and safety regulations.
- 3.10 Enforce NO SMOKING rules.
- 3.11 Enforce CPH building policies.
- 3.12 Prepare incident reports detailing activities and unusual situations, safety hazards, and administrative concerns.
- 3.13 Cross-train on fixed, response, and patrol duties.
- 3.14 Security Officers on patrol shall carry operational flashlights, radios and other equipment as required for the performance of their duties. Security Officers are not permitted to carry weapons of any kind.
- 3.15 Security Officers may be required to perform other duties within the scope of this agreement, which the Security Contractor and the CPH Facilities Administrator may agree upon in writing.
- 3.16 Security Officers are in proper uniform (furnished by the Security Contractor and approved by CPH) including hats, gloves and foul weather gear for cold weather, rain, and snow.
- 3.17 Security Officers are alert and able to perform their duties at all times.
- 3.18 Written activity reports detailing routine activities and unusual incidents are provided for the CPH Facilities Administrator for review daily.
- 3.19 Incident reports (separate from activity reports) will be provided to the CPH Facilities Administrator when officers are aware of unusual or significant incidents or issues.
- 3.20 Back up supervision from the Security Contractor's local office is available from a local office 24 hours a day, 365 days a year. Any back up supervision will be administered by the Operations Manager including the annual farmer's market.

- 3.21 The Site Supervisor maintains regular and routine communication with the CPH Facilities Administrator.
- 3.22 That at least 24 hours prior to assignment the Security Contractor will submit certification to the CPH Facilities Administrator that the proposed Security Officer has successfully completed their background check and drug screening.
- 3.23 Security officer duties are performed in a professional manner consistent with the needs of CPH and the Security Contractor's standards.

4. <u>Security Officer Qualification</u>

The following documentation is required of all Security Officers before their assignment commences and must be presented to the CPH Facilities Administrator prior to being cleared to work:

- 4.1 At least 24 hours prior to assignment, certification that pre assignment training, background check and drug screening have been completed and that the individual is cleared to work at this site. This certification must be presented to and accepted by the CPH Facilities Administrator or designee.
- 4.2 Provide certification to the CPH Facilities Administrator that the Security Officer has completed pre assignment site orientation and basic training including three (3) consecutive days of on-site training paid for by the Security Contractor.
- 4.3 Disciplinary Problem. A certificate attesting that the Security Officer being assigned has not been previously removed for cause or poor performance from any other facility that the Security Contractor serves.

5. Security Officer Training Requirements

The following is a list of training that must be completed by Security Officers prior to being assigned including the three (3) consecutive days of on-site training. The Security Contractor shall be responsible for the training listed below and all associated costs:

- 5.1 Building and site orientation and walk through.
- 5.2 Security Control Center Operation.
- 5.3 Building Patrol, Parking Lot Patrol, Response, and Escort Duties.
- 5.4 Screening Duties.

- 5.5 Locking and Unlocking Procedures.
- 5.6 Actions during Various Emergencies.
- 5.7 Understands and Follows Post Orders.

6. Services To Be Performed by the Security Contractor

Documentation Required from the Security Contractor

- 6.1 The Security Contractor must comply with the State of Ohio's State Security Officer Licensing requirements and submit a copy with the proposal.
- 6.2 The Security Contractor will be responsible for paying the initial and ongoing annual guard card costs for those officers assigned to CPH.
- 6.3 New Hires. Prior to any new Security Officer being assigned to and permitted access to CPH the contractor shall comply with all portions of Sections 4 & 5 of this RFP relating to Security Officer Qualifications and Training.
- 6.4 Security Contractor's Performance Requirements

The Security Contactor's responsibilities shall include but are not limited to the following:

- 6.4.1 Upon initiation of the agreement the Security Contractor shall follow the CPH established Security Post Orders detailing officer duties, responsibilities, emergency procedures, policies, practices, and CPH contacts designed to ensure the safety of our facility, patients, visitors, staff, and security staff. Understand that while these documents are currently in place, the Security Contractor may recommend enhancements to the existing CPH policies and procedures after contract award and time spent learning the site.
- 6.4.2 Open Posts. Security Contractor shall be responsible to ensure that Security Officers are on their post at the scheduled times. In the event of an open post, in addition to not being paid for the open post hours, the Security Contractor shall be charged a penalty. The penalty for an open post is one times (1X) the billing rate, which will be automatically deducted from the invoice.
- 6.4.3 CPH views the proper covering of all assigned posts as a critical part of the contracted service and reserves the right to fill open posts with special duty Columbus police officers. When this action is taken, then in addition to the penalties outlined in

- paragraph above, CPH will deduct from the weekly invoice the wages of these special duty officers.
- 6.4.4 Security Contractor shall coordinate reconciliation of security hours with the CPH Facilities Administrator on a weekly basis by reviewing officer sign-in sheets and time cards. A means of electronic time keeping will be provided by the Security Contractor for the Security Officers to clock in and out.

6.5 <u>Training</u>

- 6.5.1 Security Contractor shall be responsible for the training of all assigned Security Officers and all associated costs.
- 6.5.2 Security Officers, prior to being assigned, shall undergo professional training as required to perform their duties in a competent manner. Security Contractor will submit with their RFP response, a description of the pre-assignment professional training and site-specific training program and the intended method of providing this training. Site- specific training shall be at a minimum, eight hours. After the initial eight hours of site-specific training, new Security Officers will be permitted to work on billable time.
- 6.5.3 Although not a requirement prior to hire, all Security Officers will be First Aid, CPR, and AED certified within the first ninety (90) days of placement at CPH.
- 6.5.4 CPH will provide the CCTV/DVR training to the Security Officers as part of the mandatory training the officers receive.

7. Roster

7.1 No later than two (2) days prior to the commencement of the contracted service, Security Contractor shall submit a roster of active Security Officers, who will be assigned to CPH. Additionally, Security Contractor shall furnish names of other qualified personnel who will be authorized to work as back- up personnel. Contractor is required to have a minimum of three (3) utility officers trained to work at CPH at all times.

8. <u>Security Contractor's Supervisory Personnel</u>

- 8.1 The Security Contractor shall designate a Site Supervisor, who will supervise the day-to-day security operations of the security contractor personnel. This person should be available on a 24-hour basis to respond to any staffing problems at CPH.
- 8.2 The Security Contractor shall absorb any differential in pay for any

- OIC/shift commanders, or other supervisory personnel assigned to CPH, who may need to fill in should a Security Officer not be available to work.
- 8.3 The Security Contractor shall furnish a list of off-site management personnel with names, qualifications, telephone, and cell phone numbers to the CPH Facilities Administrator to contact in the event of problems of immediate nature. The list should specify who to call in what order.
- 8.4 CPH has determined that the current Site Supervisor working the CPH account will be retained regardless of who is awarded the contract. This individual, Brian Fyffe, will maintain his role as the Site Supervisor at CPH with existing pay and tenure.

9. Pre-employment Screening and Background Checks

9.1 Any Security Officer who fails to properly perform assigned duties is subject to a request to be removed by the CPH Facilities Administrator. The Security Contractor shall remove that officer upon the request of the CPH Facilities Administrator.

10. <u>Double Shifting</u>

10.1 At no time shall the Security Contractor schedule Security Officers to work more than twelve (12) hours per a 24-hour period. Double shifting is defined as working in excess of twelve (12) hours at a single or a combination of

facilities. Double shifting practices will be sufficient cause for the cancellation of this contract.

11. Dedicated Service

11.1 At no time will a Security Officer be removed from the CPH facilities to cover the Security Contractor's other post and leave an open post. Only qualified Security Officers are permitted to work at CPH.

12. Training and Operational Manual

- 12.1 Security Contractor will be required to prepare a training manual to train all Security Officers assigned to CPH, subject to the approval of the CPH Facilities Administrator. Each Security Contractor will provide a sample Training and Operational Manual with their response.
- 12.2 Security Contractor will also be responsible to prepare a written test, subject to the CPH Facilities Administrator's approval, and administer the test to Security Officers being trained for duty at this site. Each Security Contractor will provide a sample copy with their response, if available. The test shall cover general and special orders as well as pertinent operational information and instructions. Security Officers

unable to pass this test within two weeks of their assignment to CPH will not be assigned to this site.

13. Equipment provided by Contractor

The Contractor shall provide, at their expense:

- 13.1 Two (2) cell Mag Lite flashlights for all the Security Officers during the second and third shifts.
- Two (2) cell phones. One (1) cell phone assigned to the Site Supervisor that is capable of sending and receiving e-mails 24 hours a day, 365 days a year for the purpose of supervision and maintaining communications with the CPH Facilities Administrator and one (1) cell phone assigned to the security staff for roll over calls from the CPH call boxes and Immunization Vaccine Control System.
- 13.3 Four (4) radios and spare batteries for Security Personnel. Motorola model RDU4160d or equivalent since not all types of radios will work in the building due to its age. Radios will be used to communicate with the CPH Facilities Administrator and other essential staff.
- 13.4 Name tags for all Security Officers assigned to the account.
- 13.5 CPH shall supply any utility type vehicles for use by the Security Officers.

14. Dress

The Security Contractor, at their own expense, shall provide the following clothing to each Security Officer.

- 14.1 Security Officers will be dressed in a paramilitary style uniform with a gray uniform shirt, with badge reinforcement, metal badge, black slacks, black belt, black shoes and color-coordinated tie. Summer uniform shall be a gray short sleeve uniform shirt with badge reinforcement and metal badge, black belt, and black uniform slacks. Additionally, the Security Contractor will provide hats, gloves, jackets and rain gear for Security Officers when conducting exterior patrol or services.
- 14.2 Quantity. Full-time Security Officers will be issued four long sleeve shirts, four short sleeve shirts, and four pairs of pants. Part-time Security Officers will be issued three long sleeve shirts, three short sleeve shirts, and three pairs of pants. All Security Officers will be issued two ties, a black belt, and weather gear. Security Officers are responsible for providing their own boots. Tennis shoes are not an acceptable form of footwear.

14.3 Security Officers are to be in a complete uniform at all times while on the premises. Uniform items must at all times be clean, neatly pressed and properly worn.

15. Alcohol and Drugs

No Security Officer will be permitted to work when he or she appears to be under the influence of alcohol and/or drugs. When such a condition is detected, the Security Contractor's Site Supervisor shall be immediately notified for resolution. Being "under the influence" shall include, but is not limited to, an odor of alcoholic beverages on or about the Security Officer.

16. Business Solicitations

16.1 No Security Officer shall engage in any business or other personal activity while on duty.

17. Non-Performance of Duty

- 17.1 Security Officers found not performing their assigned post duties by either sleeping, reading newspapers, or involved in activity other than those prescribed by the Post Orders will be immediately reported to the Security Contractor's Site Supervisor.
- 17.2 CPH will request the removal of Security Officers failing to perform their assigned screening duties in a consistent manner. The Security Contractor shall be responsible for removing the Security Officer from the facility and providing a suitable replacement Security Officer within 120 minutes of the request by the CPH Facilities Administrator or designee.

18. Inspection by Off-site Management Personnel

- 18.1 Security Contractor's Site Supervisor is expected to visit the site at least once per week on second or third shift to conduct a duty performance inspection and to meet with the Security Contractor's security staff. On a weekly basis, a "roving" Supervisor shall be required to make site visits on both second and third shifts. On a monthly basis, as requested by the CPH Facilities Administrator, the Contractor's Site Supervisor will meet with the CPH Facilities Administrator regarding day-to-day security operational matters. The CPH Facilities Administrator may also request the presence of the Security Contractor's senior management at these meetings.
- 18.2 The Site Supervisor is expected to inspect each member of the Security Staff once per month and submit a written inspection report to the CPH Facilities Administrator.

19. Quality Assurance Program

19.1 Security Contractor is to establish a Quality Assurance Program, incorporating the stated inspection requirements and submit the plan with their proposal.

20. Start Up Plan

20.1 Contractor is to submit a detailed Start-up Plan showing when and how sufficient Security Officers will be trained prior to the start of the security contract in order for the transition to be smooth and with properly trained personnel.

21. Wages

- 21.1 Security Contractor shall pay Security Officers a starting rate of no less than \$20.00 per hour in compliance with the requirements of 329.06 (c)(10) of the Columbus City Code. Please note that this amount is subject to change Security Officers assigned "Lead" responsibilities shall be paid an hourly premium. The Site Supervisor shall be compensated at a rate consistent with his/her responsibilities.
- 21.2 Security Officers will be paid at their regular hourly rate for Sunday pay.
- 21.3 Security Officers will receive time and a half (1.5x) pay for the following holidays if scheduled to work: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 21.4 The Site Supervisor will receive double time (2x) pay for the following holidays if scheduled to work: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 21.5 The Site Supervisor will receive paid holidays for the following scheduled holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
 - 21.6 Security Officers will receive one (1) week of vacation after one (1) year of service, two (2) weeks vacation after five (5) years of service. In the event a Security Officer requests vacation pay in lieu of taking time off, the Security Contractor will issue a separate check to the Security

Officer and not include it in the Security Officer's regular pay.

- 21.7 The Site Supervisor will receive one (1) week of vacation after one(1) year of service, two (2) weeks vacation after five (5) years of service, and three
 - (3) weeks of vacation after ten (10) years of service.
- 21.8 Security Officers pay raises will be based on contract funding and in compliance with the requirements of 329.06 (c)(10) of the Columbus City Code.
- 21.9 The Site Supervisor will receive one (1) pay raise a year at the discretion of the CPH Facilities Administrator.

22. Escalator/De-escalator Clause

22.1 During the term of this security contract, or any extensions thereof, if the City of Columbus government full time employee lowest paid wage increases or decreases, the Security Contractor will be permitted to increase or required to decrease the billing rate the same percentage as the new lowest paid wage of a City of Columbus government full-time employee. Also, during the term of this security contract, if mandates by the City of Columbus are issued which increase or decrease the Security Contractor's cost of providing the security services the Security Contractor may also increase or will be required to decrease the billing rate. All increases shall be subject to the following: the Health Commissioner will review them and, with proper documentation, may approve them. Such documentation, including proof of mandate and justification for additional compensation must be presented to CPH 45 days prior to such approval. Any increases to the amount of the contract shall require a written contract modification and the approval of the Columbus City Council and Mayor. All decreases will be subject to the following: CPH will present proper documentation for proof/justification for less compensation 45 days prior to their effective date. The Security Contractor and the City shall agree on the revised compensation and a written contract modification shall be pursued subject to the approval of the Columbus City Council and Mayor.

23. Staffing

- 23.1 See Exhibit 1 for a sample schedule.
 - 23.1.1 All shifts. Security Officers will work a straight 8 hour shift without breaks. They may eat at their post (if the building is unoccupied) but must be available to respond to emergencies, answer phones, etc.
 - 23.1.2 All Security Officers will be properly uniformed for any special

events hosted on the property.

24. Audit

- 24.1 The City of Columbus has the right to audit Security Contractor's payroll records under the agreement to ensure compliance with this item of specifications.
- 24.2 CPH reserves the right to modify this schedule based on building use or activity patterns.
- 24.3 The Site Supervisor is a "working" supervisor and performs Security Officer duties when only two security personnel are on site and at other times as needed. Site Supervisor's schedule is not fixed and he/she can move between shifts as needed.

IV. Contract Infringements

- 25. <u>Untrained and Not Approved Security Officer on Post</u>
 - 25.1 Untrained Security Officers on post will result in non-billed hours instead of being considered an open post.

V. CPH Responsibilities

- 26. CPH will assign a Facilities Administrator to act as liaison between the Security Contractor and the City.
 - 26.1 CPH will cooperate with the Security Contractor in the development of any policies, procedures, and emergency calls lists.
 - 26.2 CPH will be responsible for coordinating the maintenance of fixed security equipment including the access control, CCTV, alarm, and CFA systems.
 - 26.3 CPH reserves the right to add and delete security hours under the terms of this Contract. In cases where additional security services are requested, the Security Contractor will provide them at the rates stated in the Contract. No premium charges will be assessed when temporary service is requested with 24 hours notice. Staffing request with less than 24 hours notice may be billed at a provided overtime rate.

27. Post and Weekly Hours

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1

For proposal purposes, use annual hours of <u>15,472 hours</u>

28. CPH celebrates the following holidays

New Year's Day
Martin Luther King Jr.
Day President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous
People Veteran's
Day
Thanksgiving Day
Christmas Day

29. Invoices and Rates

Invoices are to be submitted bi-weekly in a following manner:

Category	Hours	Billing Rate	Total
Security Officers Officers Names, Hours	XXX	\$\$\$\$	\$\$\$\$
Site Supervisor Hours Insurance premiums	XXX	\$\$\$\$	\$\$\$\$ \$\$\$\$
Total Amount Due Dates of Service			\$\$\$\$

Note: Invoices should match the Security Hours Reconciliation Report and insurance premiums need to be listed by Security Officer as a separate line item on all invoices. Bill accuracy is paramount to ensure timely payment. Invoices shall be sent to Scott Hutchinson, CPH Facilities Administrator, 240 Parsons Ave, Columbus, Ohio 43215.

VI. Contract Requirements

30. Contract Term and Contract Extension

- 30.1 The initial term of this contract shall be for one year, commencing on March 1, 2025. The contract is subject to approval of annual appropriations. The contract may be extended for up to four additional one-year periods, subject to the approval by both parties and the required City authorities.
- 30.2 Pricing for the extended renewal periods shall be subject to the escalator/de-escalator terms, enclosed in the original RFP.

31. Contract Cancellation

31.1 CPH has the right to terminate the contract upon 30 days written notice to the Security Contractor. The Security Contractor may elect not to extend this contract for the additional renewal period but must do so by providing a

written notice, ninety (90) days prior to the effective date of the renewal, to the Health Commissioner, City of Columbus.

WIC Needs:

I. Scope of Services

Franklin County WIC has a need to contract for unarmed, uniformed security services with special qualifications as stated in this RFP. The coverage will be for four 9-hour days and one 4-hour day per week. The days will be Monday through Friday. Monday thru Thursday are 9-hour days and Friday is a 4-hour day. Total weekly hours will be 80. Security services are to be provided at two off site WIC locations, 5770 Karl Rd., Suite 400, Columbus, Oh 43229 and 1350 Briarwood Ave Columbus, OH 43211. The contract shall be in effect from October 1, 2023 at 7:30 AM, to September 30, 2024 at 5pm, with the option to renew for four additional one-year periods.

32. Staffing

- 32.1 See Exhibit 1 for a sample schedule.
 - 32.1.1 WIC hosts three Farmers Markets. The Security Contractor must be able to supply approximately six (6) additional Security Officers during these events for both crowd and traffic control. These Security Officers are to be uniformed in a highly visible (neon colored) polo shirt, black cargo shorts, and a highly visible vest with SECURITY printed on the back. Any other uniform is unacceptable. The Security Contractor will supply an Operations Manager from the main office to act as an additional Site Supervisor during this time and the Security Contractor is responsible for providing ice and cold water to the Security Officers working outside.

33. Post and Weekly Hours

Security Officers – Weekdays 80 hours Security Officers – Weekends 48

hours

Special events and needs 200

hours

For proposal purposes, use annual hours of 8,520 hours

34. CPH celebrates the following holidays

New Year's Day
Martin Luther King Jr.
Day President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous
People Veteran's
Day
Thanksgiving Day

Christmas Day

35. <u>Invoices and Rates</u>

Invoices are to be submitted monthly in the following manner:

Category	Hours	Billing Rate	Total
Security Officers Officers Names, Hours	XXX	\$\$\$\$	\$\$\$\$
Site Supervisor Hours Insurance premiums	XXX	\$\$\$\$	\$\$\$\$ \$\$\$\$
Total Amount Due Dates of Service			\$\$\$\$

Note: Invoices should match the Security Hours Reconciliation Report and insurance premiums need to be listed by Security Officer as a separate line item on all invoices. Bill accuracy is paramount to ensure timely payment. Invoices shall be sent to Erin Stoops, Franklin County WIC Office Manager, 240 Parsons Ave, Columbus, Ohio 43215

CPH PRICING

Pay and Bill Rates - March 1, 2025 to February 28, 2026

Position	Officers	Hours Per Week	Pay Rate	Bill Rate
Security Officer	All others	120	\$ 20.33	\$29.93
1				
Security Officer	Clark	16	\$ 21.27	\$31.37
II				
Security Officer	Taylor	40	\$ 21.99	\$32.43
Ш				
Security Officer			\$22.64	\$33.39
IV				
Security Officer	Elvin, Davis	80	\$24.04	\$34.45
V				
Site Manager	Fyffe	40	\$ 33.57 (exempt)	\$44.90

Annual Cost

Total for 15,392 hours (does	
not includes 400 hours for	
special events)	\$ 518,443.00
Estimated Holiday Billing	\$ 2,700.00
Sub-Total	\$ 521,143.00
Add Annual Medical Cost	\$ 40,000.00
Total	\$ 561,143.00

WIC PRICING

Pay and Bill Rates - March 1, 2025 to February 28, 2026

Position	Officers	Hours Per Week	Pay Rate	Bill Rate
Security Officer	All WIC Officers	80	\$ 20.33	\$29.32
I				

Bill Rate is a little less than CPH rate since new officer training is less for WIC

Annual Cost

Total for 4160 hours (does not	
includes 400 hours for special	
events)	\$ 121,972.00
Estimated Holiday Billing	\$ 0.00 (Officers do not work, but get paid)
Premium	
Sub-Total	\$ 121,972.00
Add Annual Medical Cost	\$ 15,000.00
Total	\$ 136,972.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rights to the certificate holder in neu or s	such endorsement(s).					
PRODUCER	CONTACT NAME: Jennifer Reagin (205-583-9695)					
McGriff Insurance Services, LLC 2000 International Park Drive	PHONE (A/C, No. Ext): 1-800-476-2211 FAX (A/C, No):					
Suite 600 Birmingham, AL 35243	E-MAIL ADDRESS: jreagin@mcgriff.com					
Similar States (1) 1002-10	INSURER(S) AFFORDING COVERAGE	NAIC#				
	INSURER A :North Pointe Insurance Company	27740				
INSURED OSS Ohio Holdings, LLC DBA Ohio Support Services	INSURER B :Praetorian Insurance Company	37257				
217 North Howard Ave., Ste. 200	INSURER C : Gotham Insurance Company	25569				
Tampa, FL 33606	INSURER D :Westchester Surplus Lines Insurance Com	npany 10172				
	INSURER E :					
	INSURER F:					
COVERAGES CERTIFICATE NUMBER: ZEBR87LE	REVISION NU	JMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW H	AVE BEEN ISSUED TO THE INSURED NAMED ABO	OVE FOR THE POLICY PERIOD				

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR		TYPE OF INSURANCE	ADDL		POLICY EFF	POLICY EXP	LIMIT	s	
D	Х	COMMERCIAL GENERAL LIABILITY	11.30	G74334957002	05/19/2024	05/19/2025	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
							MED EXP (Any one person)	\$	EXCLUDED
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:				:	GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$	2,000,000
l		OTHER:					Deductible	\$	5,000
Α	AUT	OMOBILE LIABILITY		161001059	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Ì	Х	ANY AUTO					BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
ļ								\$	
D		UMBRELLA LIAB X OCCUR		G74339591002 Lead Excess	05/19/2024	05/19/2025	EACH OCCURRENCE	\$	10,000,000
	X	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	10,000,000
		DED RETENTION \$						\$	
В		RKERS COMPENSATION D EMPLOYERS' LIABILITY		152000730	11/01/2023	11/01/2024	X PER OTH- STATUTE ER		
1	AN	PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$	1,000,000
	(Ma	FICER/MEMBER EXCLUDED?	" " "				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
<u> </u>	DÉ	es, describe under SCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
C		cess \$5M xs \$10M d Layer Excess)		EX202400004990	05/19/2024	05/19/2025	Each Occurrence Aggregate	\$	5,000,000 5,000,000
	,							\$ \$	
								š	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Security Services

Certificate Holder is Additional Insured under General Liability as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Columbus Public Health 240 Parsons Ave Columbus, OH 43215	AUTHORIZED REPRESENTATIVE ASTRONO AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID:	
LOC #:	

PRODUCER McGriff Insurance Services, LLC POLICY NUMBER		INSURED OSS Ohio Holdings, LLC DBA Ohio Support Services	
ARRIER	NAIC CODE	OF IST OF IST OF IST	
DDITIONAL REMARKS		ISSUE DATE: 05/15/2024	
HIS ADDITIONAL REMARKS FORM IS A SCHEDUL	E TO ACORD FORM.		
ORM NUMBER: FORM TITLE:	•		
Coverage: Excess Liability - Third Layer Description: \$5M xs \$15M xs Primary Carrier: Gray Surplus Lines Insurance Corpolicy Number: GSL102194 Policy Period: 5/19/2024 - 5/19/2025 \$5,000,000 Each Occurrence \$5,000,000 Policy Aggregate			

ACORD 101 (2008/01)

CERTIFICATE NUMBER: ZEBR87LE



Bureau of Workers' Compensation

30 W. Spring St. Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer 80144428

OSS Ohio Holdings, LLC 217 N Howard Ave Ste 200 Tampa FL 33606-1519

www.bwc.ohio.gov Issued by: BWC



Period Specified Below 07/01/2024 to 07/01/2025

for the

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.