

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE  
AMENDMENT NO. 2

TO: OHIO DEPARTMENT OF HEALTH  
FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES  
SUBJECT: TERM CONTRACT - OHIO TOBACCO QUIT-LINE PROJECT

Attached are pages 2 through 8 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to increase budget due to increased volume and detail ARRA reporting requirements.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Therese Gallego, CPPB  
therese.gallego@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:



<http://www.ohio.gov/procure>

Affected Contractor(s):

155832  
National Jewish Health  
1400 Jackson St., Room M-326  
Denver, CO 80206

COST AND RATE SUMMARY

TITLE: OHIO TOBACCO QUIT-LINE PROJECT  
 RFP NUMBER: CSP900610  
 INDEX NUMBER: DOH002  
 UNSPSC NUMBER: 80161500  
 OAKS ID NUMBER: 16270

Offeror's "Not to Exceed Costs":

	CALLS	BASIC INTERVENTION SERVICES	ESTIMATED ANNUAL CALLS	ARRA FUNDED CALLS*	COST PER CALL COMPLETED	ARRA FUNDED COSTS*	TOTAL COST
*1.	REGISTRATION (5-CALL) INTAKE CALLS	Tobacco users who have registered to receive services in the Five - Call Program	16,210	1,089	\$26.00	\$28,314.00	\$ 421,460.00
.	INTAKE CALLS	Information Only		121	\$26.00	\$3,146.00	
		5-Call Program					
*2.	Call 1	Participants who speak with a Specialist and complete Call 1 (80%)	13,809	1,089	\$42.00	\$45,738.00	\$ 579,978.00
*3.	Call 2	Participants who speak with a Specialist and complete Call 2 (60%)	9,708	708	\$29.00	\$20,532.00	\$ 281,532.00
*4.	Call 3	Participants who speak with a Specialist and complete Call 3 (40%)	6,436	436	\$29.00	\$12,644.00	\$ 186,644.00
*5.	Call 4	Participants who speak with a Specialist and complete Call 4 (30%)	4,849	218	\$29.00	\$6,322.00	\$140,621.00
6.	Call 5	Participants who speak with a Specialist and complete Call 5 (20%)	3,000	131	N/C	N/C	N/C
	OTHER CALLS						
7.	Ad hoc	Unscheduled reactive calls completed. Ad hoc calls are from participants enrolled in the 5-Call Program only.	3,000		N/C		N/C
*8.	Calls Evaluation Survey	Participants contacted to determine Quit Rate and satisfaction.	3,605	605	\$9.00	\$5,445.00	\$32,445.00
*9.	Calls General Information	Any caller that has questions about program	10,135	135	\$13.00	\$1,755.00	\$131,755.00

		or assisting someone in quitting.					
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COST AND RATE SUMMARY  
 (contd.)

	NICOTINE REPLACEMENT THERAPY		ESTIMATED ANNUAL NUMBER OF NRT USED	ARRA FUNDED NRT	COST PER TWO WEEK COURSE	ARRA FUNDED COSTS*	TOTAL COST
*10	Patch (2 weeks)	Participants who receive a two week course of patches.	10,992	492	\$35.00	\$17,220.00	\$384,720.00
*ITEMS 1-10 TOTAL ANNUAL COST:						\$141,116.00	\$2,159,155.00

		ADDITIONAL SERVICES					
	PROGRAM DEVELOPMENT		ESTIMATED NUMBER OF HOURS	COST PER HOUR	ARRA FUNDED COSTS	TOTAL COST	
11.		Start-up Costs					N/A
12.		Costs associated with development and/or updating of the third party payer database, and management of NRT Partners.					N/A
*13.		Development of protocols or materials for specific populations such as Appalachians, smokeless tobacco users and others.			\$20,000.00	\$20,000.00	
14.		Cost associated with Outcome Evaluations including the contracting for development of survey instruments, administration of surveys, data collection, and producing reports.					N/C
15.		Mailing Materials Costs including Quit Line brochures and materials directed at special populations.  3 Brochures: Design 24 hr       \$55.00 Production       \$2,400.00 Mailing           \$2,280.00					Not to exceed \$6,000.00 for design, development and mailing
ITEMS 11-15 TOTAL ANNUAL COST:						\$20,000.00	\$30,000.00

		MISCELLANEOUS ITEMS (provide detail)	ESTIMATED NUMBER OF HOURS	COST PER HOUR	ARRA FUNDED COSTS	TOTAL COST	
16.		Management of NRT Partners					N/C
*17.		Development and implementation of OhioQuitLogix.com			\$25,000.00	\$25,000.00	
ITEM 16-17 TOTAL ANNUAL COST						\$25,000.00	\$25,000.00
TOTAL FIRST YEAR COST						\$186,116.00	\$2,218,155.00

\* Indicates change 3/22/10. Increase cost to cover additional calls and cost on the line items for Quit Logix. The totals in the Estimated Annual Calls, Estimated Annual Number of NRT Used and the Total Cost include the ARRA amounts.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

155832  
National Jewish Health  
1400 Jackson St., Room M-326  
Denver, CO 80206

BID CONTRACT NO: CSP900610-1

TERMS: Net 30 Days

CONTRACTOR'S CONTACT:

Cindy Haugland  
Business Development Manager  
National Jewish Health  
1400 Jackson St., Room M-326  
Denver, CO 80206

Telephone: (303) 398-1016  
FAX: (303) 270-2220

E-mail: [hauglandc@njhealth.org](mailto:hauglandc@njhealth.org)

ARRA FUNDING REPORTING REQUIREMENTS

This contract amendment is funded under the Collaborative Chronic Disease Health Promotion and Surveillance grant awarded by National Center for Chronic Disease Prevention and Health Promotion to the Ohio Department of Health, award number 3U58DP001983-01S3. The grant award is pursuant to the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (ARRA). This contract amendment requires the Contractor to provide products and/or services that are funded in whole or in part under ARRA and therefore, the Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the ARRA are met and that the Contractor shall provide information to DOH as required.

The Contractor shall be considered a "vendor" for the purposes of ARRA funding and as such is required to submit reporting information in compliance with the federal Office of Management and Budget (OMB)'s Updated Implementing Guidance for the ARRA, issued on April 3, 2009, June 22, 2009, and December 18, 2009 and any future guidance. Additional reporting requirements under the ARRA will be shared with the Contractor as soon as they become available. At a minimum, the Contractor shall anticipate ARRA reporting on a quarterly basis (reports due each April 5, July 5, October 5, and January 5) (if the 5th falls on a Saturday or Sunday, the report is due on the following Monday) and that reporting for "the number of Jobs created or retained" data will be quarterly (should only pertain to each quarter). Basic reporting requirements for the Contractor shall be collected using a provided Excel spreadsheet and include the following:

- a. CFDA
- b. A DUNS number or Name and zip code of Headquarters (HQ)
- c. Expenditure amount
- d. Expenditure description
- e. Name, City
- f. Program source
- g. Amount of Sub-Award
- h. An award title descriptive of the purpose of each funding action
- i. Sub-award place of performance under the award; including the city, State, congressional district, and county
- j. The number of jobs (in FTEs) that were created and/or retained with the ARRA funds; and
- k. Additional information as requested for demonstrating compliance with the ARRA.

For any payments from Contractor to a sub-vendor, the Contractor must report the identity of the sub-vendor by reporting the DUNS number, if available, or otherwise the name, zip code of the vendor's headquarters and product description.

The Ohio Supplemental Terms and Conditions for Projects Funded in Whole or in Part with Moneys from the American Recovery and Reinvestment Act of 2009 (ARRA) ARRA FUNDED PROJECT are attached hereto as ATTACHMENT A and made a part hereof. In the event of a conflict of terms between those of this contract and the Supplement Terms, the Supplemental Terms shall take precedence.

ATTACHMENT A

Ohio Supplemental Terms and Conditions for Projects Funded in Whole or in Part with Moneys from the American Recovery and Reinvestment Act of 2009 (ARRA) ARRA FUNDED PROJECT.

Funding for this contract has been provided through the American Recovery and Reinvestment Act of 2009 (ARRA), and is subject to the reporting and operational requirements of ARRA. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or state entities. The state has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

I. ACCESSIBILITY TO RECORDS AND PROJECT SITES

A. Comptroller General of the United States Authority to Inspect

Pursuant to Section 902 of ARRA the Comptroller General of the United States and his representatives have the authority to:

1. Examine any records of the Contractor (vendor, bidder) or any of the subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
2. Interview any officer or employee of the Contractor or any of the subcontractors, or of any State or local government agency administering the contract, regarding such transactions; and
3. Designate a time and place to examine those records and interview those officers and employees described above.

B. Inspector General Authority to Inspect

Pursuant to Section 1515(a) of ARRA, an Inspector General or any representative of an Inspector General has the authority to:

1. Examine any records of the Contractor (vendor, bidder) or any of the subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
2. Interview any officer or employee of the Contractor or any of the subcontractors, or of any State or local government agency administering the contract, regarding such transactions; and
3. Designate a time and place to examine those records and interview those officers and employees described above.

C. Contractor (vendor, bidder) shall include verbatim in all of the Contractor's agreements with its subcontractors from whom the Contractor acquires goods or services in its execution of the ARRA funded Work, the language provided in Parts A and B of this section.

II. TIMELY AND ACCURATE REPORTING

The Contractor shall comply with all reporting requirements outlined in Section 1512 of ARRA including the following:

Quarterly report detailing:

- A. The amount of ARRA funds received
- B. The amount of ARRA funds expended or obligated
- C. Detailed list of all projects or activities for which the ARRA funds were expended
- D. An estimate of the number of jobs created and the number of jobs retained by the project or Activity
- E. Detailed information concerning subcontracts or sub-grants including the state Ohio

In addition, the Contractor shall provide the Contractor's unique nine-digit number issued by Dunn and Bradstreet (DUNS number). The Contractor shall complete and provide to the state the "OBM, Ohio Sub-Grantee and Sub-Recipient Spending Report in Compliance with ARRA Sec. 1512".

III. EQUAL EMPLOYMENT OPPORTUNITIES

In addition to the State's equal employment opportunity requirements set forth in the Contract, by the signature affixed to the Contract, the Contractor and any subcontractor agrees that they comply with all of the following federal laws for employment, discrimination, etc. The State may consider the failure to comply with any of the below listed laws, rules, and executive orders as a breach of contract and may result in termination of the contract.

Federal Laws:

- A. Title VI & Title VII of Civil Rights Act of 1964
- B. Equal Pay Act of 1962
- C. Age Discrimination in Employment Act of 1967
- D. Title IX of Educational Amendments of 1972
- E. Section 504 of the Rehabilitation Act of 1973
- F. Age Discrimination Act of 1975
- G. Title I & Title V of Americans with Disabilities Act of 1990
- H. Fair Housing Act
- I. Fair Credit Reporting Act
- J. Equal Educational Opportunities Act
- K. Uniform Relocation A

IV. JOB POSTINGS

The Contractor shall post all jobs created resulting from the award of the Contract and the use of ARRA funds and all jobs retained resulting from the award of the Contract and the use of ARRA funds on [www.ohiomeansjobs.com](http://www.ohiomeansjobs.com), and on <http://ifs.ohio.gov/workforce/jobseekers/onestopmap.stm>.

The Updated Guidance dated December 18, 2009 updates Section 5: of the June 22, 2009 Guidance and reflects important simplifications to the manner in which job estimates are calculated and reported. Recipients will now report job estimates on a quarterly, rather than cumulative, basis and will no longer be required to sum various data on hours worked across multiple quarters of data when calculating job estimates. In addition, recipients will no longer be required to make a subjective judgment on whether jobs were created or retained as a result of the Recovery Act. Instead, recipients will more easily and objectively report on jobs funded with Recovery Act dollars. This update aligns with GAO's recommendation to "[make] more explicit that 'jobs created or retained' are to be reported as hours worked and paid for with Recovery Act funds."

V. PROTECTIONS FOR INDIVIDUALS REPORTING COMPLIANCE ISSUES

- A. Pursuant to Section 1553 of ARRA, the contractor and all subcontractors are prohibited from discharging, demoting, or otherwise discriminating against any contractor or subcontractor employee as a reprisal for disclosing the following information that the employee reasonably believes is evidence of:
  - 1. Gross mismanagement of the contract relating to funds for the Project;
  - 2. Gross waste of ARRA funds;
  - 3. Substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
  - 4. An abuse of authority related to the implementation of or use of ARRA funds; or
  - 5. A violation of law, rule, or regulation related to the contract (including the competition for or negotiation of the contract) relating to ARRA funds;
- B. The Inspector General shall receive investigate all complaints alleging a violation of the terms in part A of this section;
- C. All employers receiving ARRA funds shall post notice of employee rights as described above in conspicuous locations with other required employee rights information.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS (1-800-447-8477) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to [hhtips@oig.hhs.gov](mailto:hhtips@oig.hhs.gov) or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. Additionally the ODH ARRA Website is a place to report fraud, waste and abuse. The website is located at:

<http://www.odh.ohio.gov/landing/stimulus/stopfraud.aspx>.

## VI. CONSTRUCTION PROJECTS

For those construction projects for which the state uses ARRA funds for the construction, alteration, maintenance, or repair of a public building, the following conditions apply:

### A. Buy American

1. Products: Pursuant to Section 1605 of ARRA, all steel, iron, and manufactured goods used in the construction project must be produced in the United States;
2. Exception: The requirement set forth in part 1 of this section shall not apply only if the appropriate federal agency determines one of the following:
  - (a) The application of the requirement in part 1 of this section would be inconsistent with the public interest;
  - (b) That (1) an insufficient amount of steel, iron, or relevant manufactured goods were produced in the United States or (2) that a reasonable amount of steel, iron, or relevant manufactured goods were available or (3) that a reasonable amount of the available steel, iron, or relevant manufactured goods of satisfactory quality were not available;
  - (c) That by applying the requirement set forth in part 1 of this section would increase the **overall cost of the project** by more than twenty-five percent (25%);
3. A contractor and subcontractors must comply with the above requirement unless the contractor or subcontractor provides a waiver from the appropriate federal agency stating that at least one of the above-referenced exceptions applies. A contractor may seek an exception to the Buy American requirements by appealing to the appropriate federal agency pursuant to rules and regulations in 2 CFR Part 176 Volume 74, No 77;
4. The State and the contractor shall apply the Buy American requirements set forth in this section in a manner consistent with United States obligations under international agreements.

### B. Prevailing Wage Rates and Labor Standards

1. The contractor and subcontractors shall pay all laborers and mechanics employed by contractor or subcontractors on the Project not less than the prevailing wage determined under the "Davis-Bacon Act" (40 USC 276a-aS) for similar work in the civil subdivision for which the laborers and mechanics perform the work. In addition, the contractor and subcontractors shall pay all laborers and mechanics overtime compensation in accordance with the provisions of the "Contract Work Hours and Safety Standards Act" (40 U.S.C. 327-333).
2. The contractor and subcontractors shall comply with all regulations issued pursuant to the above-referenced Acts and with all applicable federal and state laws and regulations.

### C. Limitation on Use of Funds.

Pursuant to Section 1604 of ARRA, no funds shall be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

SUMMARY OF ADMENDMENTS

ADMENDMENT NUMBER	REVISION DATE	DESCRIPTION
2	3/29/2010	Increase cost to cover additional calls and cost because of the Ohio Quit Logix.com. Detail ARRA funded items and reporting requirements.
1	1/11/2010	Increase cost to cover additional calls and cost because of the Ohio Quit Logix.com.