



Department of
Job and Family Services

Ted Strickland, Governor
Douglas E. Lumpkin, Director

February 2, 2010

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Letterhead Bids (RLB), JFS-R-1011-11-8038, SURS Statisticians Services Project, for the purpose of obtaining a qualified vendor to provide statistical sampling and analysis of Medicaid providers' paid claims, and, using established criteria, make statistically valid projections of overpayments to individual Medicaid providers' population of claims being audited. The selected statistician will be required to document the methods used, compile initial and final statistical reports, and serve as an expert witness to give professional testimony for any administrative hearings or litigation related to the work.

The contract period for this project is expected to run from April, 2010 through June 30, 2011. There is a possibility of a contract renewal past that end date to accommodate any continuing need for the contractor's testimony at administrative hearings.

If you are interested in submitting a bid for this important project, please obtain the RLB through the ODJFS web site at <http://www.jfs.ohio.gov/rfp/>. If you do not have Internet access to this document or experience problems opening the above referenced ODJFS URL, please contact the RFP/RLB Unit at the following telephone number:

ODJFS, Division of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414
PH: (614) 728-5693

Responses must be prepared and submitted in strict accordance with the requirements and time frames given in the RLB. Thank you for your attention to this request.

Sincerely,

Douglas E. Lumpkin
Director

30 East Broad Street
Columbus, Ohio 43215
jfs.ohio.gov

An Equal Opportunity Employer and Service Provider



**Ohio Department of Job and Family Services
Request for Letterhead Bids (RLB)**

**RLB#: JFSR-1011-11-8038
SURS Statistician Services**

I. Purpose

The Ohio Department of Job and Family Services (ODJFS) is soliciting bids to identify one qualified statistician who will provide statistical sampling and analysis of Medicaid providers' paid claims, and, using established criteria, make statistically valid projections of overpayments to individual Medicaid providers' population of claims being audited. The selected statistician will be required to document the methods used (including any stratifications), compile initial and final statistical reports, and serve as an expert witness to give professional testimony for any administrative hearings or litigation related to the work. This Request for Letterhead Bids (RLB) is a competitive opportunity released by ODJFS, and the subsequent contract expected to result from this RLB process will be a contract between the vendor and ODJFS.

ODJFS will designate a staff member from the Office of Fiscal & Monitoring Services (OFMS), Surveillance & Utilization Review Section (SURS) as the ODJFS Contract Manager to provide on-going supervision of the contractor selected through this RLB. The contract period for this project is expected to run from approximately April, 2010 through June 30, 2011. There is a possibility of a contract renewal past that end date to accommodate any continuing need for the contractor's testimony at administrative hearings over the audits performed.

ODJFS will only accept proposals from vendors that demonstrate their capability of providing services as described in this RLB. ODJFS expects to award this contract to one qualified individual, but should an organization choose to respond to this opportunity, that organization must provide the professional services of one fully qualified statistician who will be available to ODJFS throughout the life of the contract. Whether submitted by an individual acting on his or her own behalf, or an organization offering to provide one qualified statistician, the proposal will be evaluated on the strength of the proposed statistician. For the purpose of this RLB, the term "vendor" shall be defined as an individual or organization interested in this opportunity. The term "contractor" is used in reference to the successful vendor selected through this RLB.

ODJFS is under no obligation to enter into a contract with any vendor as a result of this solicitation, if, in the opinion of ODJFS, none of the proposals received are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor should ODJFS decide not to proceed. Changes in this RLB of a material nature will be provided on the procurement web page dedicated to this competitive opportunity. All vendors are responsible for obtaining any such changes without further notice by ODJFS.

II. Time and Date of Submission

Organizations, companies, firms, or individuals who are interested in submitting letterhead bids must make their submission not later than **3:00 p.m. Eastern (local) Time on Monday, March 15, 2010**. Faxes will not be accepted. Bids must be addressed to:

**Office of Contracts & Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414
ATTN: RFP/RLB Unit**

For hand delivery on the due date, vendors are to allow sufficient time for downtown parking considerations, as well as for security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31st Floor. All bids received on the due date will be accepted by the Office of Contracts and Acquisitions on the 31st Floor of the Rhodes Tower. **ODJFS is not responsible for any bids delivered to any address other than the address provided above.**

All submissions must be received, complete, by mail or hand delivery by the above date and time. Materials received after the submission deadline date will not be added to previous submissions, nor be considered. No confirmations of mailed bids received can be provided.

Submission of a bid indicates acceptance by the vendor of the conditions contained in this RLB, unless clearly and specifically noted in the bid submitted and confirmed in the contract between ODJFS and the vendor selected.

III. Anticipated Procurement and Project Timetable

February 18, 2010	ODJFS Releases RLB to Potential Vendors on the DAS and ODJFS Websites; Q & A Period Opens - Vendors may submit inquiries for RLB clarification
8 A.M. (local time) February 26, 2010	Vendor Q & A Period closes, for inquiries for RLB clarification - No further inquiries for RLB clarification will be accepted
March 2, 2010	ODJFS posts Final Vendor Question & Answer Document on DAS website
3:00 P.M., (local time) Monday, March 15, 2010	Vendor proposals must be received by ODJFS, Office of Legal and Acquisition Services by this deadline. - This is the proposal opening date, beginning the ODJFS process of proposal review. LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.

March 29, 2010	ODJFS Issues Vendor Selection Notification Letter (estimated)
April 20, 2010	Controlling Board Review Date, estimated (if required)
April 26, 2010	Contract effective date/Purchase Order approval – work may not begin until a state Purchase Order has been fully approved by OBM. (ESTIMATED DATE)
June 30, 2011	All primary project work must be completed.
July 1, 2011 - June 30, 2013	Possible contract renewal term for the provision of contractor's professional testimony at administrative hearings. (Should a renewal be needed, the actual end date of the renewal contract will be determined based on programmatic need.)

ODJFS reserves the right to revise this schedule in the best interest of the State of Ohio and/or to comply with the State of Ohio procurement procedures and regulations.

* According to requirements of Ohio Revised Code (ORC) 126.07, ODJFS contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the approval of the Purchase Order (P.O.). The selected vendor may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to the P.O. approval date. The ODJFS Contract Manager will notify the selected vendor when the requirements of ORC Section 126.07 have been met.

IV. Internet Question and Answer Period; RLB Clarification Opportunity

Potential vendors or other interested parties may ask clarifying questions regarding this RLB via the Internet during the Q&A Period as outlined in Section III, Anticipated Procurement Timetable. To ask a question, potential vendors must use the following Internet process:

- * **Access the ODJFS Web Page at <http://jfs.ohio.gov/>**
- * **Select "About JFS" on the front page;**
- * **Select "Doing Business with ODJFS;"**
- * **Select "Requests for Proposals, Letterhead Solicitations, and Other Invitations;"**
- * **Select RLB Number [JFS-R1011018038](#);**
- * **Follow the link to the dedicated web page;**
- * **Select "Submit Inquiry" near the bottom of the web page;**
- * **Follow instructions there for submitting questions.**

Questions about this RLB must reference the relevant part of this RLB, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the potential vendor (or other interested party), the company name, phone number, and e-mail address must be provided to submit an inquiry. ODJFS may, at its option, disregard any questions which do not appropriately reference an RLB provision or location within the RLB, or which do not include an identification for the originator of the question. ODJFS will not respond to any questions submitted after **8:00 a.m.** on the date the Q&A period closes.

ODJFS responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RLB, for public reference by any interested party. ODJFS will not provide answers directly to the vendors (or any interested party) that submitted the question. All questions about this RLB that are submitted in accordance with these instructions will be answered on the RLB's dedicated web page.

Questions submitted may be no more than 4,000 characters in length, but there is no limit on the number of questions that may be submitted. The answers provided by ODJFS may be accessed by following the instructions above, but rather than selecting "Submit Inquiry," vendors and others should select "View Q and A." ODJFS strongly encourages vendors to ask questions early in the Q&A period so that answers can be posted with sufficient time for any possible follow-up questions.

Vendor proposals in response to this RLB are to take into account any information communicated by ODJFS in the Q&A process for the RLB. **It is the responsibility of all potential vendors to check this site on a regular basis for responses to all questions, as well as for any amendments, alerts, or other pertinent information regarding this RLB.** Accessibility to questions and answers are clearly identified on the website dedicated to this RLB, once submitted questions have been answered.

Requests for copies of previous RLBs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RLB. ODJFS will only answer those questions submitted within the established time period for the Vendor Q & A process (see Section III., Anticipated Procurement Timetable, above), and which pertain to issues of RLB clarity, and which are not requests for public records. ODJFS is under no obligation to acknowledge questions submitted through the Q & A process if those questions are not in accordance with these instructions.

V. Qualifications

In order to be considered for this project, ODJFS requires that interested vendors must address all the following minimum qualifications as well as organizational and/or staff experience and capabilities as described in this Section.

1. Mandatory Vendor Qualifications

A resume or curriculum vitae must be included in the vendor proposal to document the proposed statistician's qualifications. In order to be considered for the project described in this RLB, ODJFS requires that the proposed statistician **must** meet, at minimum, **all** the following qualification requirements:

- A. Completion of an undergraduate core program in mathematics, statistics, or a related field;
- B. A minimum of five years experience in the extrapolation of payment errors and statistical sampling in the Health Care Industry (to include Medicaid / Medicare);
- C. A minimum of five years experience in the use of advanced statistical programs (e.g., Statistical Analytics Software (SAS), Statistical Package for the Social Sciences (SPSS), Predictive Analytics Software (PASW); and,
- D. Experience in providing expert witness testimony in civil and/or criminal cases as it relates to sampling methodologies.

Vendors failing to meet all the above four (items A., B., C., and D.) experience and qualifications requirements will be disqualified from further consideration for award. Additionally, proposals must be received by ODJFS before the deadline specified in Section III, Anticipated Procurement and Project Timetable in order to be considered. Further mandatory requirements are specified on the Technical Proposal Score Sheet (provided as Attachment D) as Phase I criteria. Failure by a vendor to comply with any of those mandatory requirements will result in that vendor's disqualification.

2. Staff Experience and Capabilities

Those proposals that at minimum meet all the mandatory requirements identified in Section V., 1., above, will then be evaluated on the quality and extent of the proposed statistician's professional experience and capabilities. Based on the resume or curriculum vitae, a narrative description, and any other evidence included, each proposal will be evaluated for the quality of, and extent to which, the proposed statistician has professional expertise in the following:

- A. An education in mathematics, statistics, or a related field;
- B. Experience in the extrapolation of payment errors and statistical sampling in the Health Care Industry;
- C. Experience in the use of advanced statistical programs (e.g., SAS, SPSS, PASW); and,
- D. Experience in providing expert witness testimony in civil and/or criminal cases as it relates to sampling methodologies.

In addition to a resume or CV documenting that the proposed statistician possesses qualifications and experience at least equal to these minimum standards, the proposal must also include a brief narrative explaining the quality and extent of the statistician's experience and qualifications. This narrative should include information on the types of professional experience the proposed individual has had, and discuss how that experience is comparable to the work described in this RLB.

Sensitive Personal Information: It is the affirmative responsibility of the vendor submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package. Following submission to ODJFS, all proposals submitted become part of the public record. **ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.**

VI. Scope of Work

The contractor selected through this RLB process will be responsible for, at minimum:

- The creation of a valid statistical sample based upon Medicaid providers' paid claims universe for a given service code for a given time period and the results of a probe (pilot) sample.
- After the sample as determined by the statistician has been tested by the auditors, the statistician will be responsible for analyzing the sample results to ensure the sample has the appropriate confidence and precision levels for projection (95% confidence level with a precision level of +/- 10%) and remains a

valid statistical sample whose results can be used to extrapolate an overpayment amount to the Medicaid provider's claims population under review.

- A final dollar calculation of the overpayment for the sampled Medicaid provider that is projected to the predefined Medicaid provider's universe of claims.
- Testifying at any administrative or court hearings to defend the work on and results of the valid statistical sample and the projection of overpayments to the Medicaid provider's tested universe of Medicaid paid claims.

In order to accomplish the scope of work, the contractor will be required to:

- Attend a planning meeting within two weeks of a sampling request, or later as agreed upon by ODJFS and the contractor.
- Complete the sample(s) selection within two weeks of planning meeting, or later as agreed upon by ODJFS and the contractor.
- Complete the overpayment estimation within two weeks of receiving the sampling results, or later as agreed upon by ODJFS and the contractor.

The actual work volume assigned to the statistician for a given period of time will be dependent upon the total ODJFS work volume, which may vary periodically, and is at the discretion of ODJFS. The contractor will be required to comply with requirements and guidelines set forth in HIPAA to ensure all protected health information is kept secured and confidential at all times.

In order to demonstrate to ODJFS the vendor's proposed approach to the work to be performed for this project, the vendor's proposal must include a detailed description of a scenario in which a valid statistical sample was selected for the purpose of determining if a health care provider was overpaid and how the results of that sample were projected to the universe of paid medical claims. Any stratifications included in the sampling plan are to be described. The description must also include methods for completing the final projection of the sample and all statistical variables involved including confidence and precision levels. This scenario will be evaluated by ODJFS and used in the selection of the statistician who will perform the work.

VII. Specifications of Deliverables

The contracted services shall include, but may not be limited to, the following:

1. Collaboratively with ODJFS, determine the scope and approach of the audit that will involve reviewing a Medicaid provider's paid claims to determine if an overpayment has occurred. Evaluate the pilot sample results that will be completed by ODJFS staff based on the determination of scope and approach. The results of the pilot sample will be forwarded to the statistician to enable them to determine the additional sample size and the specific claims that need to be tested in order to obtain a statistically valid sample for the purpose of projecting any possible overpayment amount made to the Medicaid provider claim universe subject to audit. This would include time for determining the sample, submitting initial sample results to ODJFS, and having discussions on how the pilot sample was established in order to complete the initial sample results.

2. A final projection of any Medicaid overpayments made to the provider's universe of claims subject to audit based on the testing results of the statistically valid sample as reported by ODJFS. This should be completed within two weeks of receiving the sample results from ODJFS.
3. The sample results may change based upon receipt by ODJFS of additional supporting documentation provided to the auditors by the Medicaid provider. If this occurs, the statistician will be required to complete additional work based upon the changes in the sample results, as determined by ODJFS, which affect the final calculation of the overpayment projection.
4. Preparatory work which may include meeting with ODJFS Legal Council, depositions and production of documentation to be completed in advance of a Chapter 119 administrative hearing or court case.
5. Professional testimony at Chapter 119 administrative hearings or court cases.

VIII. Vendor Compensation

The contractor will be completed for each of the deliverables as defined in Section VII., above, as follows:

Deliverable 1. Upon full and satisfactory completion.

Deliverable 2. Upon full and satisfactory completion.

Deliverable 3. Per hour of additional work.

Deliverable 4. Per hour of hearing or litigation preparation.

Deliverable 5. Per hour of testifying. (Billable hours may begin one-quarter hour prior to the arrival time specified to the contractor by ODJFS. Travel time to or from the administrative hearing **may not** be billed. Failure to appear at any such hearing without providing appropriate notice to ODJFS may, at ODJFS discretion, result in financial penalties.)

Bi-weekly or monthly invoicing will be required of the contractor for all work performed in the billing period.

On the Cost Proposal Form (provided as Attachment E to this RLB), vendors are to propose their firm, fixed, all-inclusive cost for each deliverable. The proposed prices for Deliverables one and two are to represent the entire cost the vendor offers for the full and successful completion of each of those deliverables. The proposed prices for Deliverables three, four, and five will be hourly rates for the statistician's professional services.

Vendors are to use their business expertise in pricing the work described in this RLB, taking into consideration any intervening steps or activities that must be performed in order to complete the work, and offer their costs accordingly, even if ODJFS does not explicitly identify those intervening costs in this RLB. No separate travel expenses or any other type of expenses will be paid under the contract to result from this RLB.

IX. Format of Submission

Vendor proposals must be prepared and submitted in accordance with instructions found in this Section.

Organizations, companies, firms, or individuals who are interested in submitting letterhead bids must make their submission not later than **3:00 p.m. Eastern (local) Time on *Monday, March 15, 2010***. Faxes will not be accepted. Bids must be addressed to:

**Office of Contracts & Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414
ATTN: RFP/RLB Unit**

For hand delivery on the due date, vendors are to allow sufficient time for downtown parking considerations, as well as for security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31st Floor. All bids received on the due date will be accepted by the Office of Contracts and Acquisitions on the 31st Floor of the Rhodes Tower. **ODJFS is not responsible for any bids delivered to any address other than the address provided above.**

All submissions must be received, complete, by mail or hand delivery by the above date and time. Materials received after the submission deadline date will not be added to previous submissions, nor be considered. No confirmations of mailed bids received can be provided.

Submission of a bid indicates acceptance by the vendor of the conditions contained in this RLB, unless clearly and specifically noted in the bid submitted and confirmed in the contract between ODJFS and the vendor selected.

Submission of a proposal indicates acceptance of the conditions contained in this RLB, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between ODJFS and the vendor. The proposal must contain the following components (organized in the primary sections and sub-sections) as described below. Any other information thought to be relevant, but not applicable to a specific RLB section number/letter must be provided as an appendix to the proposal and so marked as an additional section. ODJFS reserves the right not to review submitted appendices which include information/materials not required in the RLB. All pages beyond Section 1. shall be sequentially numbered.

1. Section 1 Contents:

Section 1-A. Required Vendor Information & Certifications:

In this section, the vendor is required to provide required information and certifications of eligibility for state contract awards, as described in **Attachment A.** to this RLB, entitled "Required Vendor Information & Certifications Document." Vendors may, at their discretion, either print **Attachment A.**, complete and sign it (in blue ink), and return it as the content of their electronic Proposal Section 1; or they may provide all the required information and certifications (each fully re-stated from **Attachment A.**) on their own letterhead, properly signed, and use that document as the content of their Proposal Section 1. Vendors who fail to provide all information and certifications as described in **Attachment A.** in their Proposal Section 1 risk disqualification.

In the event that the vendor proposes the use of any subcontractors, information on the subcontractor(s) and letters of commitment as required by Sec. 5.5, Subcontractor Identification and Participation Information should also be provided in Section 1.

Section 1-B. Request for Taxpayer Identification Number (W-9) Form:

The vendor must attach the Request for Taxpayer Identification Number (W-9) Form, which is provided as **Attachment B**. to this RLB, completed with signature.

Section 1-C. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Org:

Vendors are required to provide a declaration regarding material assistance to a terrorist organization or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List and described in **Attachment C, Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization**. Vendors MUST print **Attachment C.**, complete and sign it, and return it as the content of their electronic Proposal Section 1.; failure to provide a signed and completed **Attachment C**. may result in disqualification. This form may also be accessed and printed at the Ohio Department of Public Safety, Division of Homeland Security's Website at <http://www.homelandsecurity.ohio.gov>.

The above referenced forms (**RLB Attachments A., B., and C.**) must be completed, signed and included in the applicant's electronic proposal submission.

2. Section 2 Contents: Applicant Experience & Qualifications

In this section of the proposal, the vendor must include all information and documentation requested in Section V, 1. and 2. of this RLB.

3. Section 3 Contents: Scope of Work and Specifications of Deliverables

In this section of the proposal, the vendor must describe the proposed approach to the work to be performed for this project by describing in detail a scenario in which a valid statistical sample was selected for the purpose of determining if a health care provider was overpaid and how the results of that sample were projected to the universe of paid medical claims. Any stratifications included in the sampling plan are to be described. The description must also include methods for completing the final projection of the sample and all statistical variables involved including confidence and precision levels. This scenario will be evaluated by ODJFS and used in the selection of the statistician who will perform the work.

4. Section 4 Contents: Vendor Cost Proposal

In this section of the proposal, the vendor must complete the Cost Proposal Form, provided as **Attachment E**. to this RLB, sign it and submit it fully completed as specified in the RLB.

5. Section 5 Contents: (Optional) - Vendor Attachments or Appendices**X. Selection Process**

All proposals will be reviewed and scored by a Proposal Review Team (PRT) comprised of ODJFS staff according to detailed criteria described on the Technical Proposal Score Sheet (Attachment D. to this RLB). Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading, and unnecessary self-promotional claims will be evaluated accordingly. PRT members are required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process. The PRT reserves the right to reject any and all proposals,

in whole or in part, received in response to this request. The PRT may waive minor errors or omissions that are not material when the meaning or intent is not unreasonably obscured.

In scoring the proposals, ODJFS will score in three phases: Phase I—Initial Qualifying Criteria, Phase II—Scoring of the Technical Proposal, and Phase III—Consideration of Proposed Cost. In addition, the PRT may, at its option, elect to conduct interviews as part of the process, and ODJFS may seek vendors' last and final offers of pricing prior to final selection of a vendor for this project. All score criteria are presented in the Technical Proposal Score Sheet, which is provided as Attachment D. to this RLB.

DISQUALIFIERS FOR PROPOSAL ERRORS:

- Any trade secret, proprietary, or confidential information (as defined in Section XI., 5. of this RLB) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.
- Any sensitive personal information on vendor or sub-contract staff (e.g., social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the vendor from any consideration.

XI. RLB Process Information and Other Contractual Requirements:

1. State Contracts

Responses must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percent of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as **Attachment A**) to report this information, and include the completed document in the vendor's proposal as specified in **Section IX, Format of Submissions**, of this RLB.

2. Interview

Vendors submitting proposals may be requested to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from ODJFS and any representatives it may appoint. ODJFS reserves the right to select from responding vendors for interviews and may not interview all vendors submitting proposals. The vendor shall bear all costs of any scheduled interview.

3. Start Work Date

The selected vendor must be able to begin work no later than seven (7) working days after the time funds are encumbered and approved by the Office of Budget & Management. The selected vendor will be notified by the ODJFS contract manager when work may begin. **Any work begun by a contractor prior to this notification will NOT be reimbursable by ODJFS.**

4. Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the vendor, and ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the vendor and will not be ODJFS' responsibility (see Section XI, 2.).

5. Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in Ohio Revised Code (ORC) 1333.61 in their proposals in response to any ODJFS RFP, Requests for Letterhead Bids (RLB) or other procurement efforts. ODJFS shall consider all proposals or similar responses voluntarily submitted in response to any ODJFS RFP, RFA, RLB, or other procurement document, to be free of trade secrets and such proposals shall, in their entirety, be made a part of the public record.

All proposals and any other documents submitted to ODJFS in response to any RFP, RLB, etc., shall become the property of ODJFS. This RLB and, after the selection of a vendor for award, any proposals submitted in response to an RFP/RLB are deemed to be public records pursuant to R.C. 149.43. For purposes of this section, the term “proposal” shall mean both the technical proposal (or application or other response documentation) and the cost proposal, if opened, submitted by the selected vendor/applicant, and any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to any ODJFS RFP, RLB, etc. which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

6. Contractual Requirements

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is provided as Attachment F to this RLB. Potential vendors are strongly encouraged to read the model contract to be fully aware of all ODJFS contractual requirements.

7. Travel and Parking Expense Reimbursement

No travel or parking expenses, nor any other expenses, will be covered.

8. Public Release of Records

Public release of any evaluation or monitoring reports funded under this contract will be made only by ODJFS. Prior to public release of such reports, ODJFS must have at least a 30-day period for review and comment.

9. Confidentiality

All contracts or other business agreements will require that the contractor maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.

10. Ethical & Conflict of Interest Requirements

A. No contractor or individual, company or organization seeking a contract or other business agreement shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;

- B. No contractor or individual, company or organization seeking a contract or other business agreement shall solicit any ODJFS employee to violate any of the conduct requirements for employees;
- C. Any contractor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or in conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the contract or other agreement or refusal by ODJFS to enter into a one; and
- D. ODJFS employees and contractors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

11. Unresolved Findings for Recovery (R.C. 9.24)

Ohio Revised Code Section 9.24 prohibits ODJFS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of award. By submitting a proposal, the vendor warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under R.C. 9.24 prior to the award of any contract or business agreement arising out of this RLB, without notifying ODJFS of such finding. ODJFS will review the Auditor of State’s website prior to the evaluations of any proposal submitted pursuant to this RLB. ODJFS will not evaluate a proposal from any vendor whose name, or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

12. Mandatory Contract Performance Disclosure

Each proposal must disclose whether the vendor’s performance, or the performance of any of the proposed subcontractor(s), under contracts for the provision of services that are the same or similar to those described in this RLB, has resulted in any “formal claims” for breach of those contracts. For purposes of this disclosure, “formal claims” means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, vendor shall fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims in response to this section will not automatically disqualify a vendor from consideration, at the sole discretion of ODJFS, such claims and a review of the background details may result in a rejection of the vendor’s proposal. ODJFS will make this decision based on its determination of the seriousness of the claims, the potential that the behavior that led to the claims could negatively impact vendor’s performance of the work, and the best interests of ODJFS.

13. Mandatory Disclosures of Governmental Investigations

Each proposal must indicate whether the vendor and any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to vendor’s performance of services similar to those described in this RLB. If any such instances are disclosed, vendor must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against vendor by the governmental agency. While disclosure of any governmental action in response to this section will not automatically disqualify a

vendor from consideration, such governmental action and a review of the background details may result in a rejection of the vendor's proposal at the sole discretion of ODJFS. The decision by ODJFS on this issue will be based on a determination of the seriousness of the matter, the matter's potential impact on the vendor's performance of the work, and the best interests of ODJFS.

14. Vendor Selection Restriction

Any vendor deemed not responsible, or submitting a proposal deemed not to be responsive to the terms of this RLB, shall not be selected for this project.

15. Waiver of Minor Proposal Errors

ODJFS may, at its sole discretion, waive minor errors or omissions in proposals, bids, and/or forms when those errors do not unreasonably obscure the meaning of the content. Additionally, ODJFS reserves the right to request clarifications or completions from vendors to any information in their proposals, bids, and/or forms, and may request such clarification as it deems necessary at any point in the proposal/bid review process.

XII. Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of doing business with ODJFS, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR164.501 and any amendments thereto.

In the event of a material breach of vendor obligations under this section, ODJFS may at its option terminate the contract.

XIII. Caveat

ODJFS is under no obligation to select a vendor as a result of this solicitation if, in the opinion of ODJFS and the proposal review team, none of the proposals are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor should ODJFS decide not to proceed with the project.

XIV. Communications Prohibitions

From the issuance date of the RLB, until a contract is in effect, there may be no communications concerning the RLB between any interested potential vendor and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RLB or the decision with a formal procurement.

The only exceptions to this prohibition are as follows:

1. As necessary in the case of any pre-existing business relationship between ODJFS and a vendor which could potentially respond to this RLB, in order to conduct that business;

2. As part of an interview necessary for ODJFS to make a vendor selection decision;
3. If it becomes necessary to revise any part of this RLB, revisions will be posted on the ODJFS web page established for this RLB; and
4. If it becomes necessary to revise any part of this RLB, revisions will be posted on the ODJFS web page: <http://www.state.oh.us/odjfs> and notices of such will be sent to vendors on the original mailing list and to anyone participating in the clarification process conducted pursuant to Section IV. above; and
5. Any Public Records Request (PRR) made through the ODJFS Office of Legal and Acquisition Services:

Requests from potential vendors or contractors for copies of previous RLBs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Information Requests (PRRs), and are not clarification questions regarding the present RLB. PRRs, submitted in accordance with directions provided in this Section XIV., Communications Prohibitions, will be honored. The posted time frames for ODJFS responses to Internet questions for RLB clarification do not apply to PRRs.

* Important Note: Amendments to the RLB or to any documents related to it will be accessible to interested vendors through the original ODJFS website established for the RLB. All interested vendors are strongly encouraged to refer to the appropriate website regularly for amendments or other announcements. Failure on the part of ODJFS to notify any vendors of any possible changes or announcements related to this RLB does not absolve the vendors from their responsibility to look for updated information through the web page.

Proposals submitted by a vendor who attempts any communications prohibited by this Section may be disqualified by ODJFS from consideration for this project. ODJFS is not responsible for the accuracy of any information regarding this RLB that was obtained or gathered through a source other than the Question and Answer process described in this RLB.

XV. Protests

Any potential, or actual, vendor objecting to the award of a contract or a vendor selection resulting from the issuance of this solicitation may file a protest of the award or selection, or of any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

1. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this solicitation. The protest shall be in writing and shall contain the following information:
 - a. The name, address, and telephone number of the protestor;
 - b. The name and number of the solicitation being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. A request for a ruling by ODJFS;
 - e. A statement as to the form of relief requested from ODJFS; and
 - f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

2. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal and Acquisition Services, within the following periods:
 - a. A protest based on alleged improprieties in the issuance of the RLB or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. of the closing date for receipt of proposals as specified in Section II., Time and Date of Submission.
 - b. If the protest relates to the announced intent to award the contract(s), the protest shall be filed no later than 3:00 p.m. of the seventh (7th) calendar day after the issuance of formal letters sent to all responding vendors regarding the ODJFS intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
3. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Legal and Acquisition Services after the time periods set forth in Item #2 of this section.
4. All protests must be filed at the following location:

Chief Legal Counsel, Office of Legal and Acquisition Services
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414
5. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract(s) shall be notified of the receipt of the protest, as the protest may result in a change in the agency's announced intent to award the contract(s).
6. ODJFS' Office of Legal and Acquisition Services shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

SECTION XVII. ATTACHMENTS AND APPENDICES

Attachments

- A. Required Vendor Information and Certifications** (To be completed & included in proposal packet as specified in Sec. IX., 1.)
- B. Request for Taxpayer Identification Number (W-9) Form** (To be completed & included in proposal packet as specified in Sec. IX., 1.)
- C. Declaration of Material Assistance Form** (To be completed & included in proposal packet as specified in Sec. IX., 1.)
- D. Technical Proposal Score Sheet** (For vendor self-evaluation purposes...do not submit)
- E. Cost Proposal Form** (To be completed & included in cost proposal packet as specified in Sec. IX.)

F. Model ODJFS Contract

Thank you for your interest in this project.

Attachment A
REQUIRED VENDOR INFORMATION and CERTIFICATIONS

Purpose: The Ohio Department of Job and Family Services (ODJFS) requires the following information on vendors who submit proposals or bids in response to any ODJFS Requests for Proposals (RFPs) or Requests for Letterhead Bids (RLBs), in order to facilitate the development of the contract (or finalization of a purchase) with the selected vendor. ODJFS reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by ODJFS. Further, some of this information (as identified below) **must** be provided in order for ODJFS to accept and consider your proposal\bid. **Failure to provide such required information will result in your proposal's immediate disqualification.**

Instructions: Provide the following information regarding the vendor submitting the proposal or bid. Vendors may either print this attachment, complete and sign it, or may provide the required information and certifications (each fully re-stated from this attachment) on their letterhead as the opening pages of their proposals. It is mandatory that the information provided is certified with an original signature (in blue ink, please) from a person with authority to represent the vendor. Vendors are to provide the completed and signed information and certifications as the cover pages of their original proposal submitted to ODJFS.

IMPORTANT: If the RFP\RLB specified a maximum page limit for vendor proposals\bids, the attachment of any required certifications, other documents, or additional pages needed to fully provide the information requested here will NOT be counted against that page limit.

Vendors must provide all information

1. ODJFS RFP/RLB #:	2. Proposal Due Date:
3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	4. Vendor Federal Tax ID # or Social Security #: (this number MUST correspond with the name in Item # 3)
5. Vendor Corporate Address:	6. Vendor Remittance Address: (or “same” if same as Item # 5)
7. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>: Vendor Representative: Representative's Title: Address: Phone #: Fax #: E-Mail:	
8. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): Vendor Representative: Representative's Title: Address: Phone #: Fax #: E-Mail:	
9. Is this vendor an Ohio certified MBE? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, attach a copy of current certification to proposal\bid. (If ODJFS has specified the RFP\RLB\purchase document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification <u>WILL RESULT IN DISQUALIFICATION.</u>)	

10. Mandatory Vendor Certifications:

ODJFS may not enter into contracts with/make purchases from any vendors who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Vendors responding to any ODJFS RFP\RLB or other purchase opportunity MUST certify that they are NOT INELIGIBLE by signing each of the three statements below. **Failure to provide proper affirming signature on any of these statements will result in the disqualification of your proposal\bid.**

I _____ (signature of representative shown in Item # 7, above) hereby certify and affirm that _____ (name of the vendor shown in Item # 3, above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I _____ (signature of representative shown in Item #7, above) hereby certify and affirm that _____ (name of the vendor shown in Item # 3, above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I _____ (signature of representative shown in Item #7, above) hereby certify and affirm that _____ (name of the vendor shown in Item # 3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute, or otherwise qualifies under that section to enter into contracts with the State of Ohio.

11. Work Location Declaration: Identify the location(s) (city, state/province, country) where all work for the proposed project will be performed, by the proposing Vendor and by any Subcontractors: _____

12. Equal Employment Opportunity Information on the Vendor and any Subcontractor(s)

A. Provide vendor employee data both nationwide (including Ohio staff), and Ohio office employees separately:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

B. **If you are the selected vendor, will you subcontract any part of the work?**

NO -or- YES, but for less than 50% of the work -or- YES, for 50% or more of the work

If yes, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: _____

Address: _____

Work To Be _____

Performed: _____

(a brief description) _____

Subcontractor's Estimated Percentage of Total Project (in % of work, not % of dollars): _____

If 50% or more of the work will be subcontracted, then ALSO provide the following information on ALL proposed subcontractors:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2004) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:

Total number of contracts: _____

For each state contract, list the state agency and provide the following information:

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

Attach additional pages if needed

13. Vendor and Grantee Ethics Certification

As a vendor or grantee doing business with* or receiving grants from the State of Ohio, I certify on behalf of _____ (name of vendor or grantee):

- (1) I have reviewed and understand Ohio ethics and conflict of interests laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.
- (2) I have reviewed and understand Governor Strickland's Executive Order Number 2007-01S.
- (3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.
- (4) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant with the State of Ohio.

Signature of authorized agent

Date

*"Doing business with" includes all contracts for goods and services, excluding purchases made using the State of Ohio's Payment Card Program that cost less than \$1,000.

14. I have read the ODJFS Model Contract attached to the RFP/RLB, and if awarded a contract, I will not _____ (or) I will _____ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS. (If so, ODJFS will review those requested changes if you are the selected vendor. All requested changes to model contract language are subject to ODJFS approval.) (NOTE: Item 14 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)

15. I _____, (vendor representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of _____ (vendor's name), and I hereby affirm that the cost(s) bid to ODJFS for the performance of services and/or provision of goods covered in this proposal in response to the ODJFS RFP/RLB/other purchase opportunity is a firm fixed price, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

or

Employer identification number									

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Form with fields: LAST NAME, FIRST NAME, MIDDLE INITIAL, HOME ADDRESS, CITY, STATE, ZIP, COUNTY, HOME PHONE, WORK PHONE.

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

Form with fields: BUSINESS/ORGANIZATION NAME, BUSINESS ADDRESS, CITY, STATE, ZIP, COUNTY, PHONE NUMBER.

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
 Yes No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

Signature

Date

ATTACHMENT D
RLB#: R-1011-11-8038
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

The proposal must meet all of the following Phase I proposal acceptance criteria in order to be considered for further evaluation. Any proposal receiving a “no” response to any of the following qualifying criteria **shall be disqualified from consideration**.

ITEM	PROPOSAL ACCEPTANCE CRITERIA	RLB Section Reference	YES	NO
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	II.		
2	Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment A and C to the RFP [and has been verified by ODJFS that the vendor does not have any findings against them]?	IX. (1)		
3	Has the vendor provided proof of completion of an undergraduate core program in mathematics, statistics, or a related field.	V.1(A)		
4	Has the vendor demonstrated a minimum of five years experience in the extrapolation of payment errors and statistical sampling in the Health Care Industry (to include Medicaid / Medicare).	V. 1(B)		
5	Has the vendor demonstrated a minimum of five years experience in the use of advanced statistical programs (e.g., Statistical Analytics Software (SAS), Statistical Package for the Social Sciences (SPSS), Predictive Analytics Software (PASW).	V.1(C)		
6	Has the vendor demonstrated experience in providing expert witness testimony in civil and/or criminal cases as it relates to sampling methodologies.	V. 1(D)		

PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by a Proposal Review Committee (PRC) appointed by ODJFS, Office of Fiscal & Monitoring Services (OFMS). For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RLB, and assign the appropriate point value, as follows:

0	6	8	10
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirements

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **150** points (a score which represents that it “meets” all the evaluation criteria) out of a maximum of **198** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RLB SEC. REF.	Weighting	Doesn’t Meet 0	Partially Meets 6	Meets 8	Exceeds 10
REQ. VENDOR INFO. & CERTIFICATIONS							
1	The vendor has included, properly completed and signed, the Required Vendor Information & Certifications as specified in the RLB.	IX. (1)	1				
VENDOR QUALIFICATIONS							
STAFF EXPERIENCE & CAPABILITIES							
2	The vendor has demonstrated an education in mathematics, statistics, or a related field;	V. 2(A)	3				

ITEM #	EVALUATION CRITERIA	RLB SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
3	The vendor has demonstrated experience in the extrapolation of payment errors and statistical sampling in the Health Care Industry;	V. 2(B)	4				
4	The vendor has demonstrated experience in the use of advanced statistical programs (e.g., SAS, SPSS, PASW); and,	V. 2(C)	2				
5	The vendor has demonstrated experience in providing expert witness testimony in civil and/or criminal cases as it relates to sampling methodologies.	V. 2(D)	4				
SCOPE OF WORK							
6	The vendor has included a work plan that fully addresses how each component of the Scope of Work will be accomplished.	VI	4				
SPECIFICATIONS OF DELIVERABLES							
7	The vendor has included a work plan that fully addresses how each component of the Specifications of Deliverables will be accomplished.	VII	2				
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
GRAND TOTAL SCORE:							

Based upon the Grand Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 150 points.)

Yes _____

No _____

(If "No," Vendor's Cost Proposal will not be opened.)

Ohio Department of Job and Family Services
Request for Letterhead Bids (RLB)
RLB#: JFSR-1011-11-8038
SURS Statistician Services
Attachment E

The proposed prices for Deliverables one and two are to represent the entire cost the vendor offers for the full and successful completion of each of those deliverables. The proposed prices for Deliverables three, four, and five will be hourly rates for the statistician's professional services.

Deliverable 1	<input type="text"/>	Total Cost
Deliverable 2	<input type="text"/>	Total Cost
Deliverable 3	<input type="text"/>	Hourly Rate
Deliverable 4	<input type="text"/>	Hourly Rate
Deliverable 5	<input type="text"/>	Hourly Rate
Total Proposed Evaluation Price	<input type="text"/>	

The Total Proposed Evaluation Price will not actually be the total cost of the project. We will be using it as a tool to evaluate the most cost effective proposal for the State of Ohio.

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
CONTRACT FOR SERVICES**

C-89-00-0000

This Contract is entered into by and between the State of Ohio, Department of Job and Family Services (hereinafter "ODJFS") and **Contractor Name** (hereinafter "CONTRACTOR") for _____.

RECITALS:

- A. ODJFS issued a Request for Proposal (hereinafter "RFP") entitled _____, numbered _____, and dated _____, 200_, which is hereby incorporated by reference.
- B. The ODJFS evaluation committee recommended for award the Proposal of CONTRACTOR dated _____, 200_, (hereinafter "Proposal"), which is hereby incorporated by reference.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: DELIVERABLES

- A. CONTRACTOR agrees to report to _____, the ODJFS Contract Manager, and to perform the services detailed in the RFP and the Proposal(hereinafter "Deliverables") that include:
 - 1. _____
- B. CONTRACTOR agrees to furnish its own support staff and services as necessary for the satisfactory performance of the work described in ARTICLE I, Section A, above.
- C. The ODJFS Contract Manager may periodically communicate specific instructions and requests to CONTRACTOR concerning the performance of the work described in this Contract. CONTRACTOR agrees to comply with any instructions or requests to the satisfaction of ODJFS and within ten (10) days after receiving notice of the instructions or requests. ODJFS and CONTRACTOR understand that any instructions and requests are strictly to ensure satisfactory completion of the work described in this Contract, and are not intended to amend or alter this Contract or any part thereof. CONTRACTOR will notify the ODJFS Contract Manager pursuant to ARTICLE IV if it believes any instructions or requests would materially alter the terms of this Contract or the amount of compensation stated in ARTICLE III of this Contract.
- D. CONTRACTOR will consult with the ODJFS Contract Manager as necessary to assure comprehensive understanding of the work and satisfactory completion of the Deliverables described in Section A, above.
- E. Ownership of Deliverables:
 - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the general public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.
 - 2. All Deliverables provided or produced pursuant to this Contract will be considered "works made for hire" within the meaning of copyright laws of the United States and the State of Ohio. ODJFS is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables are deemed not a "work made for hire," or if there are any rights in the

Deliverables not conveyed to ODJFS, CONTRACTOR agrees to, and by executing this Contract does, assign ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS acknowledges its sole ownership of the Deliverables under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.

3. CONTRACTOR understands that it must submit a written request to ODJFS and receive express written permission from ODJFS include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for CONTRACTOR.
4. If the Deliverables of this Contract require the inclusion of third-party proprietary software or operating systems, such third-party software or operating systems must be commercially available to any person, entity, or State and must be considered "off-the-shelf" products with published (catalog/SKU) prices.
5. For computer software developed under this Contract, or for proprietary software incorporated into the Deliverables pursuant to the terms of this Section E, copies of any source code, object code, documentation, and any other item necessary for the proper operation of a Deliverable (hereinafter "Operational Materials") under this Contract will be given to ODJFS in conjunction with or prior to the invoicing for payment of the Deliverable. CONTRACTOR will include an affirmative statement with every invoice for payment that all applicable Operational Materials for all Deliverables included in that invoice have been delivered to ODJFS. ODJFS will have no obligation to pay on an invoice until necessary copies of Operational Materials are delivered and the affirmative written statement of CONTRACTOR is obtained. All software will conform to documentation.

ARTICLE II: TIME OF PERFORMANCE

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (see ARTICLE II, Section B, *infra*) or _____, 200_, whichever is later, through _____, 200_, unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the termination date. **This Contract may be renewed through _____, 20_, at the sole discretion of ODJFS and provided that CONTRACTOR has completed the Deliverables to the satisfaction of ODJFS and that there is an appropriation of funds by the Ohio General Assembly. CONTRACTOR will not obligate resources in anticipation of a renewal unless and until ODJFS notifies CONTRACTOR that the Contract is to be renewed.**
- B. It is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Office of Budget and Management first certifies, pursuant to section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. CONTRACTOR expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract for any time period prior to receiving notice from the ODJFS Contract Manager that the requirements of ORC 126.07 have been met. CONTRACTOR further agrees to neither perform work nor submit an invoice for payment for work performed under this Contract for any time period after the effective end date for this Contract found in ARTICLE II, Section A above.

ARTICLE III: COMPENSATION

- A. In consideration of the Deliverables provided pursuant to ARTICLE I of this Contract, ODJFS agrees to pay compensation up to _____ and 00/100 Dollars (\$0.00) for State Fiscal Year ("SFY") 200_ and _____ and 00/100 Dollars (\$0.00) for SFY 200_. It is expressly understood by ODJFS and CONTRACTOR that the terms of this Contract do not allow total compensation in excess of _____ and 00/100 Dollars (\$0.00) for the Contract period as set forth in ARTICLE II. CONTRACTOR hereby waives the interest provisions of ORC 126.30.

- B. Compensation will be paid on a _____ basis pursuant to CONTRACTOR's Cost Proposal, which is hereby incorporated by reference, payment is conditioned on the satisfactory completion of Deliverables listed in CONTRACTOR's Proposal and ARTICLE I of this Contract.
- C. CONTRACTOR will render detailed invoices in triplicate on a _____ basis pursuant to Section B of this ARTICLE III to the Ohio Department of Job and Family Services, Bureau of Accounts Payable, at 30 East Broad Street, 38th Floor, Columbus, Ohio 43215-3414. All invoices must contain the following information:
1. CONTRACTOR's name (as it appears on the Contract and purchase order);
 2. CONTRACTOR's mailing address and, if applicable, a remit address;
 3. CONTRACTOR's invoice number and the date of the invoice;
 4. Amount and purpose of billing that includes all detail required per this ARTICLE III, Section C and a description of services rendered, and the hourly rates with the numbers of hours each employee worked during the month;
 5. Contract number and date;
 6. Purchase order number; and
 7. Federal Tax identification number.
- D. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.
- E. Subject to the provisions of ORC 126.07 and ORC 131.33, which will at all times govern this Contract, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Contract;
 2. It intends to maintain this Contract for the full Contract period set forth in ARTICLE II, and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during the Contract period; and
 3. It will use its best effort to obtain the appropriation of any necessary funds during the Contract period.
- However, CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding ODJFS for the payments due hereunder, this Contract is terminated as of the date funding expires without further obligation of the State of Ohio.
- F. CONTRACTOR further understands that compensation under this Contract may be based in whole or in part upon funding sources external to the State of Ohio (e.g., federal funding). Should the external source of the funding be terminated or reduced for reasons beyond the control of ODJFS or the State of Ohio, this Contract will terminate as of the date the funding expires without further obligation of ODJFS or the State of Ohio.
- G. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to notification from the ODJFS Contract Manager that the requirements of ORC 126.07 have been met as set forth in ARTICLE II, Section B of this Contract, and that ODJFS will not compensate CONTRACTOR for any work performed after the termination date set forth in ARTICLE II, Section A of this Contract, or in the event this Contract is terminated pursuant to ARTICLE V.
- H. ODJFS does not have the ability to compensate CONTRACTOR for work performed under the Contract after the State of Ohio purchase order for the Contract has been closed. The final invoice for compensation

of work performed under this Contract must be received by ODJFS, per this ARTICLE III, no later than ninety (90) days after the termination date of this Contract. Failure of CONTRACTOR to submit the final invoice by this deadline will be deemed a forfeiture by CONTRACTOR of all remaining compensation due hereunder.

ARTICLE IV: NOTICES

- A. ODJFS and CONTRACTOR agree that, pursuant to ARTICLE I that communication regarding the Deliverable(s), scope of work, invoice or billing questions, and other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager.
- B. Notices sent by CONTRACTOR to ODJFS concerning changes to CONTRACTOR's principal place of business, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE XI, and/or any other formal notice regarding this Contract will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at the ODJFS Office of Contracts and Acquisitions, 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414.
- C. Notices sent by ODJFS to CONTRACTOR concerning termination, suspension, option to renew, breach, default, or other formal notices required by this Contract, will be sent to the person who has signed this Contract on behalf of CONTRACTOR at the address listed on the final signature page.
- D. All notices in accordance with this ARTICLE IV will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE V: SUSPENSION AND TERMINATION; BREACH AND DEFAULT

- A. Notwithstanding other provisions in this ARTICLE V, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- B. Notwithstanding this ARTICLE V, Sections A or C, ODJFS may suspend or terminate this Contract immediately upon delivery of written notice to CONTRACTOR if ODJFS has discovered any illegal conduct on the part of CONTRACTOR, any violation of ARTICLE XI of the Contract, loss of funding as set forth in ARTICLE III, Sections E or F, or the filing of a petition in bankruptcy (or similar proceeding) by or against CONTRACTOR.
- C. Except as provided in Sections A and B of this ARTICLE V, CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract breaches are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section C, "persistent" means that ODJFS has notified CONTRACTOR three (3) times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the thirty (30) calendar days generally applicable in this Section C. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.
- D. CONTRACTOR, upon receipt of notice of suspension or termination, agrees to cease work on the suspended or terminated activities under this Contract, to suspend or terminate all subcontracts relating to such suspended or terminated activities, to take all necessary and/or appropriate steps to limit disbursements and minimize cost, and to furnish a report as of the date notice of suspension or termination was received that describes the status of all work under this Contract that includes, without limitation, the Deliverables completed, the outcomes of the completed Deliverables, and any other information that ODJFS may require. Suspension, termination, or expiration of this Contract will not limit CONTRACTOR's

continuing obligations with respect to Deliverables paid for by ODJFS prior to the suspension or termination nor will it limit ODJFS's rights in those Deliverables.

- E. In the event of suspension or termination under this ARTICLE V, CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, for the work performed prior to CONTRACTOR's receipt of notice of suspension or termination. Compensation will be calculated by ODJFS based on the compensation structure set forth in ARTICLE III, less any funds previously paid by or on behalf of ODJFS, or in the case of services for which CONTRACTOR charges a flat rate, based on a reasonable percentage of the total services performed as determined by ODJFS, less any funds previously paid by or on behalf of ODJFS.
- F. If ODJFS terminates this Contract for any reason provided in this ARTICLE V, except for termination at will pursuant to Section A or termination for loss of funding pursuant to Section B, ODJFS will be entitled to utilize another contractor to complete the Deliverables described in ARTICLE I of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section F is in addition to any other remedies available to ODJFS pursuant to this Contract.
- G. Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, ODJFS may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODJFS retains the right to exercise all remedies hereinabove mentioned.
- H. If ODJFS or CONTRACTOR fails to perform an obligation or obligations under this Contract and the failures is thereafter waived by the other party, ODJFS and CONTRACTOR understand that the waiver is limited to that particular occurrence of failure and will not be deemed a waiver of subsequent failures that may occur. Waiver by ODJFS is not effective unless it is in writing signed by the ODJFS Director.

ARTICLE VI: EQUAL EMPLOYMENT OPPORTUNITY

- A. In carrying out this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. CONTRACTOR will ensure that applicants are hired and that employees are treated during employment in matters of employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship, without regard to their race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. CONTRACTOR certifies current and ongoing compliance with the Executive Order 11246 concerning Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations found at 41 Code of Federal Regulations (CFR) 60.
- B. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices stating that CONTRACTOR complies with all applicable federal and state non-discrimination laws. CONTRACTOR will incorporate the foregoing requirements of this ARTICLE VI in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and in all of its contracts for any of the work prescribed in this Contract. CONTRACTOR will also require all of its subcontractors to incorporate such requirements in all subcontracts for any part of the work under this Contract.
- C. CONTRACTOR, its officers, employees, members, and subcontractors hereby certify current and ongoing compliance with the statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

ARTICLE VII: RECORDS, DOCUMENTS AND INFORMATION

CONTRACTOR agrees that all records, documents, writings, or other information, whatever their form, produced by CONTRACTOR under this Contract, and all records, documents, writings, or other information used by CONTRACTOR in the performance of this Contract are treated according to the following terms:

- A. All ODJFS information that, under the laws of the State of Ohio or federal law, is classified as public or as private will be treated as such by CONTRACTOR. In the event there is a question as to whether information is public or private, ODJFS will make the final determination.
- B. All CONTRACTOR information that is proprietary will be held strictly confidential by ODJFS. Proprietary information is information which, if made public, would put CONTRACTOR at a disadvantage in CONTRACTOR's marketplace and trade. CONTRACTOR is responsible for notifying ODJFS of the proprietary nature of the information prior to its release to ODJFS. Failure to provide prior notification is deemed a waiver of the proprietary nature of the information, and a waiver of CONTRACTOR's right to proceed against ODJFS for violation of any proprietary or trade secret laws. CONTRACTOR's failure to provide prior notification will also be deemed a waiver of trade secret protection in that CONTRACTOR will have failed to make reasonable efforts to maintain the information's secrecy pursuant to ORC 1333.61(D)(2). ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information to be provided and will make the final determination as to whether any or all of the information identified by CONTRACTOR is proprietary or a trade secret.
- C. All records relating to costs, work performed, and supporting documentation for invoices submitted to ODJFS by CONTRACTOR with copies of all Deliverables submitted to ODJFS pursuant to this Contract will be retained and made available by CONTRACTOR for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials) and by agencies of the United States government for a minimum of three (3) years after payment for work performed under this Contract. If an audit, litigation, or other action related to this Contract is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues have been resolved. If appropriate, CONTRACTOR must comply with the requirements of the federal OMB Circulars A-87, A-110, A-122, or A-133. CONTRACTOR acknowledges, in accordance with ORC 149.31, that financial records related to the performance of services under this Contract are presumptively deemed public records.
- D. CONTRACTOR agrees not to use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. CONTRACTOR agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. The terms of this ARTICLE VII will be included in any subcontracts executed by CONTRACTOR for work under this Contract. CONTRACTOR agrees that any data made available to CONTRACTOR by ODJFS will be returned to ODJFS no later than ninety (90) days following the termination of this Contract, and CONTRACTOR certifies that it will not retain copies of source data, or any product of source data. CONTRACTOR hereby agrees to current and ongoing compliance with 42 United States Code (USC) 1320d through 1320d-8 and 45 CFR 164.502(e) and 164.504(e), regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

ARTICLE VIII: INDEPENDENT CONTRACTOR

CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. CONTRACTOR also agrees that, as an independent contractor, CONTRACTOR assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

ARTICLE IX: LIMITATION OF LIABILITY; CONTRACTOR DUTIES

- A. CONTRACTOR agrees to hold ODJFS, any official or employee of ODJFS acting in his or her official capacity, and the State of Ohio harmless from any and all claims for personal injury, property damage, and/or infringement resulting from activities in furtherance of the work hereunder.
- B. ODJFS's liability, whether in contract or in tort, may not exceed the lesser of the total amount of compensation payable to CONTRACTOR under ARTICLE III or the amount of direct damages incurred by CONTRACTOR. CONTRACTOR's sole and exclusive remedy for ODJFS's failure to perform under this Contract is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the

limitations set forth in this ARTICLE IX. IN NO EVENT IS ODJFS LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF ODJFS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

- C. Subject to ORC 109.02 CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide:
1. Prompt notification in writing of such suit or proceeding;
 2. Full right, authorization, and opportunity to conduct the defense thereof; and
 3. Full disclosure of information along with all reasonable cooperation for the defense of the suit.

ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.

- D. CONTRACTOR will not permit any lien or claim to be filed or prosecuted against the State of Ohio or ODJFS on account of any labor, services, or materials furnished to CONTRACTOR by any entity in connection with this Contract. Should any such claims become due, ODJFS may, but is not obligated to, pay the entity that furnished the labor or services and charge the amount of the payment against funds due or to become due to CONTRACTOR pursuant to this Contract.
- E. Neither ODJFS nor CONTRACTOR will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE IV. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a period of time equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, with the exception of third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. ODJFS will make the final determination of whether an instance of delay is excusable.

ARTICLE X: AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between the parties with respect to all matters herein. Only a writing signed by both parties may amend this Contract; however, both parties agree that any amendment(s) to laws or regulations cited herein will result in the correlative modification of this Contract, without the need to execute written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by both parties and will be effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Contract is prospective in nature.
- B. CONTRACTOR agrees that it will neither assign nor transfer any obligation or interest (including subcontracts) in this Contract (whether by assignment or novation) without the prior written approval of ODJFS and subject to any conditions and provisions ODJFS deems necessary. Any ODJFS approval of an assignment or transfer will not provide for an obligation by ODJFS that exceeds the total amount of compensation listed in ARTICLE III of this Contract.

ARTICLE XI - SPECIAL CERTIFICATIONS MADE BY CONTRACTOR

By executing this Contract, CONTRACTOR certifies recurrent and continued compliance with each condition listed in this ARTICLE XI. CONTRACTOR's certification of compliance with each of these conditions is considered material representations of fact upon which ODJFS relied upon in entering into this Contract.

- A. If at any time CONTRACTOR is not in compliance with the conditions certified and affirmed in this ARTICLE XI, Section A, ODJFS will consider the contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds paid by the State of Ohio for work performed before CONTRACTOR was notified that the Contract was considered *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery of the funds paid.
1. CONTRACTOR certifies that neither CONTRACTOR, nor any principal of CONTRACTOR is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, 45 CFR Part 76, or other applicable statutes or regulations.
 2. CONTRACTOR certifies that CONTRACTOR is not on the list established by the Ohio Secretary of State, pursuant to ORC 121.23, which identifies CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.
 3. CONTRACTOR certifies that CONTRACTOR is not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
 4. CONTRACTOR certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current. If at any time during the contract period CONTRACTOR becomes disqualified from conducting business in Ohio for any reason, CONTRACTOR must immediately notify ODJFS of the disqualification, and immediately cease performance hereunder.
 5. CONTRACTOR certifies that CONTRACTOR, its principals, affiliated groups, or persons with a controlling interest in CONTRACTOR's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.
- B. If at any time CONTRACTOR is not in compliance with the conditions certified in this ARTICLE XI, Section B, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be subject to all provisions in the Contract pertaining to termination for any reason, except for termination at will or termination for loss of funding pursuant to ARTICLE V, , with all provisions as stated in ARTICLE V. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this ARTICLE XI, Section B. Compensation will be calculated by ODJFS pursuant to ARTICLE V. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this ARTICLE XI, Section B, will be immediately repaid or the State of Ohio may commence an action to recover the paid funds.
1. CONTRACTOR affirms that it, its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, that is incompatible or in conflict with, or would compromise in any manner or degree, the discharge and fulfillment of CONTRACTOR's responsibilities under this Contract. CONTRACTOR agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising, or conflicting personal or business interest will immediately disclose his or her interest to ODJFS in writing. Thereafter, he or she will not participate in any action affecting the work under this Contract, unless ODJFS will determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest will be sent to the Chief Legal Counsel of the Ohio Department of Job and Family Services at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414.
 2. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the

employee with respect to his or her duties. CONTRACTOR also agrees that it will not solicit an ODJFS employee to violate any ODJFS rule or policy relating to the conduct of contracting parties or to violate ORC sections 102.03, 102.04, 2921.42. CONTRACTOR affirms that it, its officers, members and employees are in compliance with ORC 102.04 and, that if CONTRACTOR is required to file a statement pursuant to ORC 102.04(D)(2), the statement has been filed with the ODJFS Chief Legal Counsel in addition to any other required filings.

3. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
 4. By executing this Contract, CONTRACTOR certifies that no party listed or described in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code who was actually in such a position at the time of the contribution, has made, as an individual, within the two previous calendar years, one or more contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the present Governor or to the Governor's campaign committee during any time he/she was a candidate for office. ORC 3517.13 (I) and (J) do not apply to professional associations organized under ORC Chapter 1785.
 5. No federal funds paid to CONTRACTOR through this or any other agreement with ODJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement, or loan. CONTRACTOR further certifies compliance with all federal lobbying restrictions, including 13 USC 1352, 2 USC 1601, 29 CFR 93, and 45 CFR 93. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR has executed the Disclosure of Lobbying Activities, Standard Form LLL, if required by federal regulation.
 6. CONTRACTOR is in compliance with the executive agency lobbying requirements of ORC sections 121.60 to 121.69.
 7. CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that CONTRACTOR and the employees of CONTRACTOR meet child support obligations established under state or federal law. Further, by executing this Contract, CONTRACTOR certifies present and future compliance with any court or valid administrative order for the withholding of support that is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123.
 8. CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
 9. CONTRACTOR, its officers, employees, members, any subcontractors, and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that no CONTRACTOR officers, employees, members, and subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- C. If any of the information pertaining to ARTICLE XI, Sections A and B changes after the Contract has been signed CONTRACTOR is required to report such changes immediately to ODJFS in writing to the address listed for notice in ARTICLE IV, Section B.

ARTICLE XIII: CONSTRUCTION

This Contract will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Contract be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Contract impossible. Should the removal of such an unenforceable provision render the intended performance under this Contract difficult or nonsensical, but not impossible, the parties will negotiate in good faith replacement provision(s) in keeping with the objectives of the Contract and the budgetary and statutory constraints of ODJFS.

ARTICLE XIV: INCORPORATION BY REFERENCE

The Request for Proposal document and the Proposal (*i.e.*, the technical and cost proposals) of CONTRACTOR are hereby incorporated by reference. In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal or this Contract, the provisions of this Contract will be determinative of the obligations of the parties. In the event that the Contract is silent with respect to any inconsistency or ambiguity between the RFP and the Proposal, the RFP will be determinative in the obligations of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of the Contract and the budgetary and statutory constraints of ODJFS.

In actual contract to selected vendor, signature page would follow here.