

OHIO DEPARTMENT OF HEALTH

Pregnancy Risk Assessment Monitoring System (PRAMS) Telephone Survey Interviews

Request for Proposals (RFP)  
Reissue of  
RFP Number: Fam-31994R

Notice: This RFP is not an offer or a contract. Contractor's written response to this RFP offering shall be considered as a formal offer to provide the services requested in this RFP.

This RFP is issued pursuant to a grant issued by [Department of Health and Human Services, Health Resources and Services Administration](#)

**FFATA (Federal Funding Accountability and Transparency Act) federal regulations apply to this RFP. All subgrantees or subcontractors receiving federal grant awards or contracts must have a DUNS (Data Universal Numbering System) Number and be registered with the CCR (Central Contractor Registration).**

Proposals received after the due date and time will not be evaluated.

Ohio Department of Health  
Office of Performance Improvement  
Center for Public Health Statistics and Informatics  
246 North High Street  
Columbus, Ohio 43215

Release Date: April 27, 2011  
Response Due Date: May 31, 2011

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## 1. Introduction

The Ohio Department of Health (ODH) is seeking proposals from qualified individuals, agencies or organizations to conduct telephone surveys of new mothers using the Centers for Disease Control and Prevention (CDC) WEB CATI system, as part of the Ohio Pregnancy Risk Assessment Monitoring System (PRAMS). Up to 100 mothers are included in each monthly telephone survey batch. The interview takes approximately 30 minutes to conduct after securing the mother's consent to proceed. If a suitable offer is made in response to this RFP, ODH may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how ODH will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

ENCOURAGING DIVERSITY, GROWTH AND EQUITY (EDGE). ODH is committed to making more state contracts, services, benefits and opportunities available to small socially and economically disadvantaged Ohio businesses. EDGE is a contract assistance program designed to assist such businesses by facilitating access to state government contracts and business services for businesses certified in the program. For more information regarding EDGE and EDGE certification requirements, including a list of certified EDGE firms, please visit the DAS Equal Opportunity Division Web site at: <http://das.ohio.gov/Eod/Edge/Index.htm>. Additional information is also available at the DAS Office of Procurement Services Web site at: <http://www.ohio.gov/procure>.

## 2. Project Background

PRAMS is an on-going population-based survey of new mothers that solicits information on maternal experiences and behaviors before and during a woman's pregnancy and during her child's early infancy. PRAMS is conducted by the Ohio Department of Health (ODH) Center for Public Health Statistics and Informatics (CPHSI) in collaboration with the CDC. The system is the data collection component of a 1987 CDC initiative to reduce infant mortality and low birth weight. PRAMS was designed to supplement birth certificate information used for planning and assessing maternal and infant health programs. PRAMS provides information for states' use in improving the health of mothers and infants, and in monitoring changes in maternal and child health indicators over time.

PRAMS is conducted through administration of a survey to new mothers who are sampled randomly from Ohio vital birth records. Mothers are surveyed when their babies are between two and six months of age. An over-sample of mothers residing in Ohio's major metropolitan counties is carried out beginning in survey year 2011. Survey participants are initially contacted by mail, but if a mother does not respond to the mail survey, she enters a "Telephone Phase" during which attempts are made to complete the survey through a telephone interview.

### 3. Contract Award, Negotiations and Duration

Contingent upon the availability of funds and approval by the Director of Health, one contract will be awarded. The resultant contract shall be in effect from approximately July 1, 2011 through June 30, 2012. ODH shall have the right to extend or renew the resultant contract for one additional one year period.

The successful Contractor will be required to contract with ODH to perform the work and deliver the deliverables as set forth in a contract substantially similar to the sample in Attachment A. ODH may, but is not required, initiate negotiations with the potential successful Contractor. The potential successful Contractor shall negotiate in good faith.

### 4. Qualifications of the Contractors

- 4.1 Qualified Contractors are individuals, agencies or organizations with demonstrated experience and expertise in conducting health-related telephone surveys with women.
- 4.2 Contractors must be in compliance with Executive Order 2010-09S for the work that the Contractor is proposing to do under this RFP.
- 4.3 Contractors are not qualified if they are subject to a finding for recovery under section 9.24 of the O.R.C. except if they have taken the appropriate remedial steps required under section 9.24 of the O.R.C. or otherwise qualifies under that section.
- 4.4 Contractors are not qualified if they are debarred or suspended from entering into state of Ohio contracts pursuant to section 125.25 of the O.R.C.

### 5. Project Scope of Work and Deliverables

The successful Contractor shall perform all of the following activities for which there is an executed contract in consultation with, and with the approval of the ODH Contract Manager:

#### 5.1 Scope of Work

- 5.1.1 Contractor shall conduct telephone surveys of new mothers using the Centers for Disease Control and Prevention (CDC) WEB CATI system, as part of the Ohio Pregnancy Risk Assessment Monitoring System (PRAMS). Contractor shall conduct telephone interviews in accordance with the Ohio PRAMS Model Surveillance Protocol incorporated herein as Technical Attachment B1 using the CDC Internet-based survey system. Contractor shall assure interviewers working on this survey are female (per CDC requirement). Contractor shall also provide training and quality assurance as specified below.

## 5.1.2 Surveys

5.1.2.1 Contractor shall conduct telephone interviews using the CDC survey data entry system (provided via the Internet). Monthly, ODH shall provide a file in .csv format containing the mother's full name, maiden name, ethnicity, marital status, address, age, and up to two phone numbers; baby's name, sex, and date of birth; father's full name, and race. The Contractor shall use this information to search for new phone numbers and add them directly into the WebCATI system. Contractor shall provide and use the following equipment:

- a. Internet Explorer 5.0 or higher/Netscape 6.0 or higher
- b. High speed Internet connection for all interviewer computers
- c. Telephone headsets for all interviewers
- d. Voice capture capability (dependent on telephone system) for monitoring
- e. VNC screen capture software for monitoring.

5.1.2.2 Contractor shall conduct the telephone interviews in accordance with the script and structure of the Internet-based data entry system. The script shall be read exactly as presented and question probes are only allowed as defined in the script. If the mother is unavailable, messages left at the home shall include only general information according to a prepared message script.

5.1.2.3 Contractor shall conduct PRAMS telephone interviews at varied times to maximize the potential of reaching the mother. Calls shall be staggered across different days of the week and include daytime, evening and weekend hours in the Eastern Time zone. Up to fifteen call attempts per phone number shall be made to reach each mother.

5.1.2.4 Successfully complete telephone interviews with a goal of 50% (CASRO response rate) of the mothers included in each monthly batch. A successful telephone interview shall include a completed PRAMS survey for that mother. If the contractor does not expect to be able to reach this goal, an explanation of the expected response rate shall be included.

5.1.2.5 Contractor shall attempt to locate current and valid telephone numbers for mothers who may have moved or whose number has been disconnected or is incorrect. If the Contractor is unsuccessful in locating a new telephone number for a mother, information about this mother shall be provided to ODH for follow-up within two (2) working days of determination of an invalid number.

## 5.1.3 Quality Control

5.1.3.1 Contractor shall work with Research Triangle Institute (RTI) (CDC Internet survey contractor) to field test the PRAMS survey used in Ohio prior to implementation.

5.1.3.2 Using remote control software, Contractor's supervisors shall listen to interviews as they are being conducted and observe that responses are being correctly entered into the Web-based data entry system. Contractor shall monitor 33 to 50% of all PRAMS telephone interviews.

5.1.3.3 Contractor shall provide method for ODH to monitor telephone interviews. The equivalent of 10% of calls per batch shall be monitored by ODH staff. Each batch will include approximately one hundred mothers, though variations throughout the data collection period may be expected.

#### 5.1.4 Training

5.1.4.1 Conduct Human Subjects Training as required by CDC for all interviewers and supervisors working with the PRAMS program. Curriculum for this training will be provided by ODH.

5.1.4.2 Conduct training on the PRAMS questionnaire, including question by question review, mock interview and practice interviews using a PRAMS training manual provided by the ODH prior to each interviewer's initial telephone interview.

5.1.4.3 Require interviewers and supervisors to sign a confidentiality agreement designed to protect PRAMS identifiable information.

#### 5.2 Deliverables

5.2.1 Provide a weekly status report to ODH on a mutually agreed upon day and include the full disposition of calls attempted from the monthly batch, including but not limited to, the number of contacts attempted, number of potential respondents contacted, number of refusals, telephone numbers used and source, and number of completed interviews. This information shall be provided by strata (Franklin, Hamilton, Cuyahoga, all other counties). Standard definitions and calculations for response rate reporting shall be used. See Attachments T-3 and T-4 for sample forms.

5.2.2 Provide a monthly batch status report to the Ohio PRAMS Project Director at the conclusion of the time frame for that batch. If the weekly or monthly batch status reports reveal that minimum requirements for call attempts and response rates are not being met, the contractor shall submit a corrective action plan within five (5) working days from such notice from ODH. The minimum standard is 10 – 15 call attempts per "good" phone number at varied times and days of the week, or until the mother is reached or the phone phase time expires.

5.2.3 If the contractor is unsuccessful in locating a new telephone number for a mother, information about this mother shall be provided to ODH for follow-up within two (2) working days of determination of an invalid number.

## 6. Proposal Format

All contractors shall submit a proposal directly responsive to the terms and conditions of this RFP. If a contractor chooses to submit an alternative proposal, the contractor must, at the same time, submit a proposal directly responsive hereto for any alternative proposal to even be considered. Such alternative proposal shall clearly identify why the acceptance of the proposal would be advantageous to ODH. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to ODH shall be clearly identified and explicitly defined. ODH reserves the right to amend the solicitation to allow all contractors an opportunity to submit revised proposals based on the revised requirements. Proposals shall be submitted with an original with three copies and an electronic version in Microsoft Word format. Proposals shall contain the sections listed in 6.2 through 6.6 below separated by tabbed and labeled dividers.

### 6.1 Addenda to the RFP.

- 6.1.1 If ODH decides to revise this RFP before the proposal due date, addenda will be announced on the Ohio Gateway Web site. When an addendum to this RFP is necessary, ODH may extend the proposal due date through an announcement on the Ohio Gateway Web site. Addendum announcements may be provided any time before 5:00 p.m. on the day before the proposal is due. It is the responsibility of each prospective contractor to check for announcements and other current information regarding the RFP.
- 6.1.2 After the submission of proposals, addenda will be distributed only to those contractors whose submissions are under active consideration. When ODH makes an addendum to the RFP after proposals have been submitted, ODH will permit contractors to withdraw their proposals. This withdrawal option will allow any contractor to remove its proposal from active consideration should the contractor feel that the addendum changes the nature of the transaction so much that the contractor's proposal is no longer in its interests. Alternatively, ODH may allow contractors that have proposals under active consideration to modify their proposals in response to the addendum.
- 6.1.3 If, however, ODH makes an addendum after the proposal due date, ODH will tell all contractors whose proposals are under active consideration whether they have the option to modify their proposals in response to the addendum. Any time ODH amends the RFP after the proposal due date, a contractor will have the option to withdraw its proposal even if ODH permits modifications to the proposals. If the contractors are allowed to modify their proposals, ODH may limit the nature and scope of the modifications. Unless otherwise stated in ODH's notice, modifications and withdrawals must be made in writing and must be submitted within 10 business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that

phase. Withdrawals and modifications must be made in writing and submitted to ODH at the address and in the same manner required for the submission of the original proposals. Any modification that is broader in scope than ODH has authorized may be rejected and treated as a withdrawal of the contractor's proposal

## 6.2 Proposal Cover Sheet

6.2.1 Contractor's name, address and federal tax identification number and DUNS number.

6.2.2 Name of contractor's contact person, title, address, telephone and fax numbers and e-mail address.

6.2.3 Amount of total bid; and

6.2.4 RFP number and project title.

## 6.3 Table of Contents

## 6.4 Technical Proposal

### 6.4.1 Profile of the Contractor

The profile shall include:

6.4.1.1. A description of the contractor, including how the contractor meets the requirements of Section 4.0 Qualifications of the Contractors.

6.4.1.2 A description of the contractor's experience in conducting health-related telephone survey interviews with women of child-bearing age and/or the PRAMS project;

6.4.1.3 Identification and description of the contractor subcontractors to be used, if any and

6.4.1.4 Identification and qualifications of key project personnel and their responsibilities to the project;

6.4.1.5 Include a profile of the contractor's relevant experience working on projects similar to this work. The profile shall include firm leadership, number of employees, number of employees engaged in tasks directly related to the work, and any other background information that will help the evaluation committee gauge the ability of the contractor to fulfill the obligations of the project.

- 6.4.1.6 Provide information regarding staff turnover and retention rates, hiring qualifications, hours of training and credentials of trainers shall be included. Provide supervisor/staff ratios, qualifications and experience of key personnel, and time commitment to this project by each key staff member.
- 6.4.1.7 Provide evidence of experience and competency with the PRAMS program and/or in interviewing Midwestern minority mothers by telephone, and evidence of demonstrated proficiency in achieving high response rates. A description of refusal conversion practices shall be included as well.
- 6.4.1.8 Provide assurance that all interviewers working on the PRAMS project will be female (per CDC requirements).
- 6.4.1.9 Include information about organization membership in the American Association for Public Opinion Research (AAPOR), Council of American Survey Research Organizations (CASRO) or similar relevant organizations and provide references for any publications that demonstrate proficiency in administering health surveys.
- 6.4.1.10 Provide evidence of access to hardware and software capable of performing the services in this project. Such evidence shall:
  - a. Identify the number of Internet-accessible stations located in a central facility that will be available for the project and demonstrate that the number and availability of stations will be sufficient to complete the project according to the batch schedule.
  - b. Identify the computer system to be used and describe the experience the contractor has in using this system.
- 6.4.2 Project Implementation
  - 6.4.2.1 A description of how all of the requirements specific to this project will be implemented;
  - 6.4.2.2 Provide a management plan that shall include, but is not limited to, methods used to ensure timeliness and quality of data collection, communication strategies with ODH, contingency plans for interruption of work, and plan for use of sub-contractors, if any.
  - 6.4.2.3 The contractor shall describe its methods and sources for locating current and valid telephone numbers for mothers who may have moved or whose number has been disconnected or is incorrect.
  - 6.4.2.4 Describe procedures for the supervision of interviewers to evaluate data quality by monitoring 33 to 50% of all PRAMS telephone interviews.

- 6.4.2.5 A description of the location and principal office from which the work is to be performed;
- 6.4.2.6. Identification of the amount of time that key project personnel will be expected to work on the project. A description of contingency plans for completing the project, should the key project personnel become available for any reason and
- 6.4.2.7. Identification of any anticipated difficulties in meeting the project's specifications and description of the proposed solutions to these difficulties.

## 6.5 Cost Proposal

- 6.5.1. Provide a line item budget of all costs reflected in the proposal, e.g., personnel, administration, interview monitoring, telephone number searching, materials, and sub-contracting, if necessary. Use the attached Bid Sheet (Attachment A-8).
- 6.5.2. Indicate the total cost to be charged to ODH for administering PRAMS telephone interviews in accordance with the Ohio PRAMS Model Surveillance Protocol.

## 6.6 Other submissions

- 6.6.1 The contractor shall include a statement that it does not take exception to the terms of the proposed contract (Attachment A-1). If the contractor does take an exception, any exceptions must be included in the contractor's proposal. Note: Taking exception to the terms of the contract or RFP may be grounds for eliminating the contractor from consideration for award of a contract.
- 6.6.2 W 9 Form, Vendor Information Form and Standard Affirmation and Disclosure Form. The Offeror must complete Federal Form W 9, Request for Taxpayer Identification Number and Certification Form, the Vendor Information Form (OBM-5657) and the Standard Affirmation and Disclosure Form in their entirety. At least one (1) original of each form (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of these completed forms. If a subsidiary company is involved, Offerors must have an original W-9 and OBM-5657 for both the parent and subsidiary companies. These documents and directions can be found on the OBM Web site under the heading "Vendor Forms" at <http://www.ohiosharedservices.ohio.gov/Vendors.aspx>

The form requires either a Standard Industrial Classification (SIC) code or a North American Industry Classification System (NAICS) code. These codes can be found at: [http://www.osha.gov/pls/imis/sic\\_manual.html](http://www.osha.gov/pls/imis/sic_manual.html) for the SIC codes or <http://www.census.gov/eos/www/naics/> for the NAICS codes. Offeror shall follow instructions to determine the proper code.

## 7. Evaluation of Proposals

### 7.1 Initial Review:

The ODH procurement representative will review all proposals for their compliance with format requirements and completeness. The procurement representative normally rejects any incomplete or incorrectly formatted proposal, although he or she may waive any defects or allow a contractor to submit a correction. Any proposal that is not received by the due date will not be evaluated.

### 7.2 Committee Review of the Proposals:

The evaluation committee will evaluate each proposal that the procurement representative has determined is timely, complete and properly formatted. The evaluation will be according to the criteria contained in the RFP.

### 7.3 Proposal Evaluation Criteria:

In the proposal evaluation phase, the evaluation committee will rate the proposal submitted in response to the RFP based on the following criteria and weight assigned to each criterion. If the contractor meets the mandatory requirements in section 7.4, Mandatory Requirements, the contractor's proposal will be included in the next part of the evaluation, i.e., Technical Criterion.

Any proposal that does not meet the mandatory requirements of the RFP will not be considered. All other proposals will be evaluated and scored according to the requirements of the evaluation criteria outlined below. In order to be considered for the project, each proposal must receive at least 60% of the total points available under the technical scoring component. Total technical points available are 500.

Each proposal that meets the 60% or better standard in regard to technical score i.e. at least receives 300 points will move forward to have price calculated into their overall score. The proposal that is considered the best value or most advantageous to the State/ODH will be awarded the contract.

### 7.4 Mandatory Requirements

The contractor has met the mandatory requirements stated under Section 4. "Qualifications of the Contractor": Yes or No

Evaluation Committee must document how contractor meets or does not meet the mandatory requirement.

### 7.5 The scale below (0 – 5) will be used to rate each proposal on the technical criteria.

Does Not Meet (0) – Proposal does not comply with the requirements. Document shortfall or what is missing in the response.

Weak (1) – Response does not substantially meet the requirements. Document shortfalls or what is missing in the response.

Moderate (2) – Proposal meets most of the requirements, however, is weak in some areas. Document the weakness/what is missing. Also, document what is good.

Meets (3) – Proposal generally meets the requirements. Document how proposal meets requirements.

Strong (4) – Proposal exceeds requirement. Document how response exceeds the requirements.

Greatly Exceeds (5) – Proposal significantly exceeds requirements Document how response greatly exceeds the requirements.

**Technical Requirements, Evaluation and Scoring: Each Proposal will be scored and numerical technical point values will be assigned according to the criteria listed.**

Weight (%)    Evaluation Criteria

Criteria	Weight	Rating (1-5)	Total
Experience in administering telephone health surveys to women of child bearing age and/or telephone interviews conducted for PRAMS project	30		
Clearly documents approach to conduct PRAMS telephone interviews by female interviewers at various times of the day and week	25		
Clearly documents approach to be used for providing method of monitoring 10% of telephone calls by ODH staff	15		
Clearly documents approach to providing weekly and status reports	10		
Documents sufficient staffing and training to administer this project	10		
Proposal reflects clear understanding of the requirements of the project	10		
Total Technical Score (500)	100		

The Technical Score is determined by multiplying the Weight by the Rating. The Total Technical Score is obtained by adding each of the individual Technical Scores. Total Points Available 500 points.

The committee will score and rank the business proposals as follows. It will award three hundred (300) points to the proposal with the lowest total cost. The committee will award points for other proposals using the formula  $Z = \frac{Y \times 300}{N}$  where:

Y = lowest total cost as proposed by any Contractor making a proposal

N = total cost proposed by the Contractor being scored

Z = points assigned for business proposal of Contractor being scored.

Total Technical Score	
Bid amount supported and best price	
Total score	

The preference designated in the Buy Ohio Guidelines as codified in Ohio Administrative Code section 123:5-1-06 will apply to the evaluation of proposals under this RFP.

Based on the evaluation committee's evaluation of the proposals and cost, a recommendation of selection will be sent to the Director of the Ohio Department of Health. The Director will make a selection and his decision is final.

7.6 Clarifications & Corrections. During the evaluation process, ODH may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if ODH believes doing so does not result in an unfair advantage for the Offeror and it is in the State's best interests. Any clarification response that is broader in scope than what ODH has requested may result in the Offeror's proposal being disqualified.

8. Submission of Proposals

8.1 To be considered, an original and three copies of the proposal must be submitted no later than 4:00 p.m. on May 31, 2011. No FAX proposals will be accepted. Proposals may be mailed or delivered to:

Ohio Department of Health  
 Office of Financial Affairs  
 Attention: Paul Maragos  
 246 North High Street, 4th Floor  
 Columbus, Ohio 43215

8.2 From the issuance date of this RFP, until a contract is awarded to a contractor, there shall be no communications concerning the RFP between any contractor who expects to submit a proposal and any employee of ODH involved in the issuing of the RFP, or other state employee who is in any way involved in the ODH project. The only exception to this prohibition is communications provided through the submission of written questions per section 8.3 below and, if required, communications in a contractor interview.

8.3 If a Contractor finds any perceived conflict, error, omission or discrepancy in the RFP documents, the Contractor shall submit a written request for interpretation. Questions can be submitted using the Ohio Department of Administrative Services (DAS) website where the RFP is located. All questions must be submitted by 4:00 pm on May 11, 2011. Answers to the questions will be posted to the DAS website: <http://procure.ohio.gov/proc/searchProcOpps.asp> by May 16, 2011. In order to submit and see responses to questions, you need to search for the procurement number for this item, which is DOH- Fam-31994. Telephone inquiries will not be accepted.

## 9. Protest Procedure

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

9.2 A protest may be filed by a prospective or actual contractor objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:

9.2.1 The name, address, and telephone number of the protestor;

9.2.2 The name and number of the RFP being protested;

9.2.3 A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;

9.2.4 A request for a ruling by ODH;

9.2.5 A statement as to the form of relief requested from ODH; and

9.2.6 Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

9.3 A protest shall be considered timely by ODH, if ODH's Office of General Counsel received it, within the following periods:

- 9.3.1 A protest based upon alleged improprieties in the issuance of the RFP 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 4:00 p.m. the closing date for receipt of proposals, which is May 31, 2011.
- 9.3.2 If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 pm of the tenth (10th) business day after the announcement of intent to award.
- 9.4 An untimely protest may be considered by ODH if ODH determines that the protest raises issues significant to ODH's procurement system. An untimely protest is one received by ODH's Office of General Counsel after the time period set forth in paragraph 2 sections 9.3.1 and 9.3.2 of this section.
- 9.5 All protests must be filed with the following:
- Chief Legal Counsel  
Ohio Department of Health  
246 North High Street, 7th floor  
Columbus, Ohio 43215
- 9.6 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 ODH determines that a delay will severely disadvantage ODH. The contractor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- 9.7. ODH shall issue written decisions on all timely protests and shall notify any contractor who filed an untimely protest as to whether or not the protest will be considered.
10. Certifications
- 10.1 Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA). The Offeror being awarded this Contract must be registered with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov> to file for DMA pre-certification; if you are not already registered you must:
- a. Register with the Ohio Business Gateway (OBG) at:  
  
<http://obg.ohio.gov>
  - b. Review the Terrorist Exclusion List at:

[http://www.publicsafety.ohio.gov/links/terrorist\\_exclusion\\_list.pdf](http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf)

- c. Complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form at:

<http://www.publicsafety.ohio.gov/links/HLS0038.pdf>

Submit a hardcopy of this completed form with your RFP response. You must then return to the OBG and complete the form for online submission under “Electronic Filing.” It is important that you submit the DMA form online at OBG and in hardcopy with the Proposal.

Failure to complete the certification may result in the Offeror being deemed not responsive and/or may invalidate any Contract award. If not submitted with the proposal response, the Offeror will have seven (7) calendar days, after notification, to submit the form.

- 10.2 Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department’s Web site:

<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

Copies of approved Affirmative Action plans shall be supplied by the Offeror as part of its Proposal or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the EOD office.

- 10.3 Executive Order 2010-09S

- 10.3.1 The Contractor shall affirm as a condition of award of a contract that it has read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of the resultant contract, and shall perform no services required under that contract outside of the United States. The Executive Order is provided as an attachment to this RFP and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Contractor also as a condition of award of a contract affirm, understand, and agree to immediately notify the ODH of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under the resultant

contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

11. Other Conditions

- 11.1 ODH is under no obligation to pay any costs incurred in the preparation of proposal submissions.
- 11.2 ODH reserves the right to reject, in whole or in part, any and all proposals where ODH, taking into consideration factors including but not limited to, price and the results of the evaluation process, has determined that award of a contract would not be in the best interest of ODH or the state.
- 11.3 ODH reserves the right to reject any and all proposals where the offeror takes exception to the terms and conditions of the RFP or fails to meet the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in the RFP.
- 11.4 ODH may cancel and/or re-issue the RFP, in whole or in part, when the services offered are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP, or pricing offered is considered to be excessive in comparison with existing market conditions or exceeds the available funds of ODH, or it is determined that award of a contract would not be in the best interests of ODH and/or the State.
- 11.5 ODH reserves the right to waive minor defects and to provide contractors with the opportunity to correct material defects when no prejudice to the rights of other contractors or the public will result. Contractors shall be afforded fair and equal treatment regarding any clarification and/or correction.
- 11.6 ODH reserves the right to amend or withdraw the RFP any time prior to the award of a contract. The contractor may withdraw a response/proposal to the RFP any time prior to the award of a contract.
- 11.7 All products which result from the proposed contractual agreement will be the sole property of ODH.
- 11.8 All proposals will be considered firm and in the event a contract ensues as a result of this RFP, the contractor selected will be required to fulfill the contractual obligations at the amount quoted in the contractor's cost proposal.
- 11.9 Pursuant to section 149.43 of the Ohio Revised Code (O.R.C.), the proposal may be considered a public record and be released upon request, but not before the closing and evaluation of bids pursuant to section 125.071(C) of the O.R.C. Any requests by Contractor for nondisclosure of confidential or proprietary information or trade secrets or assertions by Contractor that information in its

proposal, or the entire proposal, is confidential, proprietary or a trade secret shall be examined by ODH to determine the validity of the request or assertion. Contractor requests or assertions must be in writing. If the parties do not agree, the Contractor shall be informed in writing by ODH regarding what portions of the proposal shall be disclosed. Contractor may withdraw its proposal at any time prior to award of a contract. The RFP and all proposals, documents and other information, unless confidential, proprietary or a trade secret, concerning the RFP process shall be open to public inspection upon award of a contract.

- 11.10 ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to the successful contractor or contractors concerning the performance of the work described in the RFP and/or the contract. Upon such notice and within ten (10) days after receipt of instructions, the successful contractor shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by ODH and the successful contractor that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in the RFP and/or the contract. They are not intended to amend or alter the RFP and/or contract or any part thereof.
- 11.11 The state reserves the right not to award a contract under this RFP. The state reserves the right to award only one or multiple contracts under this RFP.

## 12 – Attachments

**ATTACHMENT A-1  
SAMPLE CONTRACT**

**PERSONAL SERVICE CONTRACT  
BY AND BETWEEN  
THE OHIO DEPARTMENT OF HEALTH  
AND  
[NAME OF CONTRACTOR]**

**PREAMBLE**

The Ohio Department of Health (hereinafter referred to as "**ODH**"), whose address is 246 North High Street, Columbus, Ohio 43215, and the [Name of Contractor] (hereinafter referred to as the "**CONTRACTOR**"), whose address is [Address of Contractor], hereby enter into this contract. For the purposes of this contract, the term "party" means **ODH** and the **CONTRACTOR** respectively and "parties" means **ODH** and **CONTRACTOR** collectively.

This contract is funded in whole or in part by a grant awarded by under the grant, grant award number [grant award number], and CFDA number [CFDA number]. This contract requires the **CONTRACTOR** to provide products and/or services that are funded in whole or in part under said grant.

**ODH** and the **CONTRACTOR**, in consideration of the mutual promises expressed below and intending to be legally bound, agree to the following provisions.

**ARTICLE I  
Scope of Work and Deliverables**

- A. The **CONTRACTOR** shall provide the services and perform the work as specified in the following:
1. Report to **ODH's** contract manager, [Name of contract manager], the Ohio Department of Health, 246 North High Street, Columbus, Ohio 43215 (Telephone Number (614) [Contract manager phone number]; FAX Number (614) [Contract manager fax number]; Email: [CMs email address]).
  2. Scope of Work
    - a. The **CONTRACTOR** shall [work to be done by Contractor].
  3. Deliverables
    - a. The **CONTRACTOR** shall deliver [items to be delivered to ODH].
- B. The **CONTRACTOR** shall furnish its own support staff and services as necessary for the satisfactory performance of the work described in **ARTICLE I, Section A**, above. Unless otherwise specified in this contract, **ODH** will not provide any staff, services, or material to

the **CONTRACTOR** for the purpose of assisting the **CONTRACTOR** in the performance of this contract.

- C. **ODH** may, from time to time as it deems appropriate, communicate specific instructions and requests to the **CONTRACTOR** concerning the performance of the work described in this contract. Upon such notice and within ten (10) days after receipt of instructions, the **CONTRACTOR** shall comply with such instructions and fulfill such requests to the satisfaction of **ODH**. It is expressly understood by the parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in this contract. They are not intended to amend or alter this contract or any part thereof. All such instructions and requests shall be communicated to the **CONTRACTOR** by the **ODH** contract manager.
- D. The **CONTRACTOR** shall consult with the **ODH** contract manager as necessary to assure mutual understanding of the work to be performed and the satisfactory completion thereof.

## **ARTICLE II**

### **Time of Performance**

- A. This contract shall be in effect from July 1, 2011 or upon execution by both parties, whichever is later, through June 30, 2012, unless this contract is suspended or terminated pursuant to **ARTICLE XI** prior to the termination date.
- B. It is expressly understood by both **ODH** and the **CONTRACTOR** that this contract shall not be valid and enforceable until the Director of the Office of Budget and Management certifies, pursuant to section 126.07 of the Ohio Revised Code (O.R.C.), that there is a balance in the appropriation not already encumbered to pay obligations resulting from this contract.
- C. The **CONTRACTOR** shall neither perform work nor submit an invoice for payment for work performed under this contract for any time period prior to receipt of written notification from the **ODH** contract manager that the requirements of section 126.07 and, if applicable, section 127.16 of the O.R.C. have been met.
- D. The **CONTRACTOR** shall neither perform work nor submit an invoice for payment for work performed under this contract for any time period after the termination date set forth in **ARTICLE II, Section A**, above.

## **ARTICLE III**

### **Compensation for Services**

- A. In consideration of the services provided pursuant to **ARTICLE I** of this contract, **ODH** agrees to pay compensation for services rendered under this contract of \$[Maximum Compensation]. It is expressly understood by **ODH** and the **CONTRACTOR** that the terms of this contract limit the total compensation for services, travel and miscellaneous expenses to a maximum of \$[Maximum Compensation] for the contract period set forth in **ARTICLE II**. The **CONTRACTOR** shall monitor the work under this contract and shall not accept an assignment under the contract if it will cause or is reasonably likely to cause the total amount paid under the contract for the contract period specified in **ARTICLE II** to exceed the maximum allowable compensation for services. The **CONTRACTOR** hereby waives the interest provisions of section 126.30 of the O.R.C.

- B. For purposes of this contract, **ODH** shall not separately reimburse **CONTRACTOR** for expenses related to travel.
- C. The **CONTRACTOR** shall invoice **ODH** [Invoice frequency] for services the **CONTRACTOR** provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to **ODH**, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. **ODH** will reimburse the **CONTRACTOR** within forty-five (45) days of receipt of a valid invoice for the amount of payment due. **ODH** shall return any invalid or incomplete invoice to the **CONTRACTOR** within fifteen (15) days after **ODH** receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this contract shall be submitted by the **CONTRACTOR** no later than thirty (30) days following the termination of the contract.
- D. Subject to the provisions of sections 126.07 and 131.33 of the O.R.C., which shall at all times govern this contract, **ODH** represents that:
  - 1. It intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 2. It will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement.

However, it is understood by the **CONTRACTOR** that the availability of funds is contingent on appropriations made by the Ohio General Assembly and, if applicable, the federal funding source. If the Ohio General Assembly or the federal funding source fails at any time to continue funding **ODH** for the payments due hereunder, this agreement is terminated as of the date funding expires without further obligation of **ODH** or the State of Ohio.

- E. **ODH** will not compensate the **CONTRACTOR** for any work performed prior to receipt of written notification from the **ODH** contract manager that the requirements of section 126.07 and, if applicable, section 127.16 of the O.R.C. have been met as set forth in **ARTICLE II, Sections B and C**. **ODH** will not compensate the **CONTRACTOR** for any work performed after the termination date set forth in **ARTICLE II, Section A**.

#### **ARTICLE IV Independent Contractor**

- A. 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 agreement. Inasmuch as **ODH** is interested in the **CONTRACTOR's** end product, **ODH** does not control the manner in which the **CONTRACTOR** performs this contract. **ODH** is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123 and 4141 of the O.R.C., respectively. In addition, the **CONTRACTOR** assumes responsibility for tax liabilities that result from compensation paid to the **CONTRACTOR** by **ODH**. **ODH** will report any payment made under this contract to the Internal Revenue Service on Form 1099.
- B. No provision contained in this contract shall be construed as entitling the **CONTRACTOR** to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits

available to employees of **ODH** or to become a member of the Public Employees Retirement System (Chapter 145. of the O.R.C.).

**ARTICLE V**  
**Conflict of Interest and Ethics Laws**

- A. The **CONTRACTOR** hereby covenants that neither the **CONTRACTOR** nor any officer, member or employee of the **CONTRACTOR** has any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract.
- B. Neither the **CONTRACTOR** nor any officer, member or employee of the **CONTRACTOR** shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.
- C. The **CONTRACTOR** shall not promise or give to any **ODH** 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. The **CONTRACTOR** shall not solicit an **ODH** employee to violate any **ODH** rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04 or 2921.42 of the O.R.C.
- D. The **CONTRACTOR** hereby covenants that the **CONTRACTOR** and any officer, member or employee of the **CONTRACTOR** are in compliance with section 102.04 of the O.R.C. and that if the **CONTRACTOR** is required to file a statement pursuant to section 102.04(D) (2) of the O.R.C., such statement has been filed with the **ODH** General Counsel in addition to any other required filings.
- E. The **CONTRACTOR** hereby certifies compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the O.R.C.
- F. The **CONTRACTOR** hereby certifies and affirms that, as applicable to the **CONTRACTOR**, no party listed in Division (I) or (J) of section 3517.13 of the O.R.C. or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 to the Governor or to his campaign committees. If it is determined that the **CONTRACTOR's** certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, the **CONTRACTOR** shall return to **ODH** all monies paid to the **CONTRACTOR** under this contract. The provisions of this section shall survive the expiration or termination of this contract.

**ARTICLE VI**  
**Equal Employment Opportunity**

- A. In carrying out this agreement, the **CONTRACTOR** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section 125.111 of the O.R.C., in the Civil Rights Act of 1964, as amended, or in section 504 of the

Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.

- B. The **CONTRACTOR** shall incorporate the foregoing requirements of **ARTICLE VI, Section A** in all of its contracts for performance of any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- C. The **CONTRACTOR** hereby certifies that the **CONTRACTOR** has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office of the Ohio Department of Administrative Services.

#### **ARTICLE VII** **“Sweatshop Free” Certification**

The **CONTRACTOR** hereby certifies that all facilities used for the production of the supplies or performance of services offered in this contract are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by the **CONTRACTOR** in furnishing the supplies or services pursuant to this contract. If it is determined that the **CONTRACTOR's** certification of this requirement is false or misleading, then the **CONTRACTOR** understands that it shall be grounds for the termination of this contract and may result in the loss of other contracts or grants with the State of Ohio.

#### **ARTICLE VIII** **Records, Documents and Information**

All records, documents, writings or other information produced or used by the **CONTRACTOR** in the performance of this contract shall be treated according to the following terms:

- A. All **ODH** information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by **CONTRACTOR**. Where there is a question as to whether information is public or private, **ODH** shall make the final determination. The **CONTRACTOR** shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. The **CONTRACTOR** agrees to be bound by the same standards of confidentiality that apply to the employees of **ODH** and the State of Ohio. The terms of this section shall be included in any subcontracts executed by the **CONTRACTOR** for work under this contract.
- B. All proprietary information of the **CONTRACTOR** shall be held to be strictly confidential by **ODH**. Proprietary information is information which, if made public, would put the **CONTRACTOR** at a disadvantage in the market place and trade of which the **CONTRACTOR** is a part. The **CONTRACTOR** is responsible for notifying **ODH** of the nature of the information prior to its release to **ODH**. **ODH** reserves the right to require reasonable evidence of the **CONTRACTOR's** assertion of the proprietary nature of any information to be provided.
- C. All records relating to costs, work performed and supporting documentation for invoices submitted to **ODH** by the **CONTRACTOR** shall be retained and made available by the

**CONTRACTOR** for audit by the State of Ohio (including, but not limited to, **ODH**, the Auditor of the State of Ohio, the Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this contract. If an audit, litigation, or other action is initiated during this time period, the **CONTRACTOR** shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.

**ARTICLE IX**  
**Rights in Deliverables, Data and Copyrights**

The Deliverables provided by the **CONTRACTOR** under **ARTICLE I** and any item produced under this contract, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of **ODH** which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The **CONTRACTOR** shall not obtain copyright, patent, or other proprietary protection for the Deliverables. The **CONTRACTOR** shall not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.

**ARTICLE X**  
**Disclosure of Personal Health Information**

- A. **CONTRACTOR** hereby agrees that the information provided or made available by **ODH** shall not be used or disclosed other than as permitted or required by the contract or as required by law. **CONTRACTOR** will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this contract. **CONTRACTOR** shall comply with 45 C.F.R.1 § 64.504(e)(2)(ii). **CONTRACTOR** shall immediately report to **ODH** any discovery of use or disclosure of information not provided for or allowed by the contract.
- B. **CONTRACTOR** hereby agrees that anytime information is provided or made available to any subcontractor or agent, **CONTRACTOR** must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this contract. **CONTRACTOR** must obtain **ODH** approval prior to entering into such agreements. Further, **CONTRACTOR** agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of **CONTRACTOR**'s obligations under this contract.

**ARTICLE XI**  
**Suspension and Termination**

- A. **ODH** may suspend or terminate this contract for any reason thirty (30) days after delivery of written notice to the **CONTRACTOR**. **ODH** may suspend or terminate this contract immediately after delivery of written notice to the **CONTRACTOR** if **ODH**:
1. Discovers any illegal conduct on the part of the **CONTRACTOR**;
  2. Discovers a violation of **ARTICLE V** or **ARTICLE XVII**;
  3. Is subject to a loss of funding as set forth in **ARTICLE III, Section D**;

4. Discovers a petition in bankruptcy or similar proceeding has been filed by or against the **CONTRACTOR**. If at any time during the contractual period a bankruptcy or similar proceeding has been filed by or against the **CONTRACTOR**, the **CONTRACTOR** shall immediately notify **ODH** of the filing; or
  5. Discovers that **CONTRACTOR** or any of its subcontractors has performed any services under this contract outside the United States and is not in compliance with **ARTICLE XV** of this contract.
- B. The **CONTRACTOR**, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this contract, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as **ODH** may require.
- C. In the event of suspension or termination under this Article, the **CONTRACTOR** shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by **ODH** based on the rate set forth in **ARTICLE III**, less any funds previously paid by or on behalf of **ODH**. In the case of services for which the **CONTRACTOR** charges a flat rate, compensation shall be based on a reasonable percentage of the total services performed, as determined by **ODH**, less any funds previously paid by or on behalf of **ODH**. **ODH** shall not be liable for any further claims, and the claims submitted by the **CONTRACTOR** shall not exceed the total amount of compensation allowed by this contract.

## **ARTICLE XII**

### **Breach or Default**

- A. Upon breach or default by the **CONTRACTOR** of any of the provisions, obligations or duties embodied in this contract, **ODH** may exercise all 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 **ODH** retains the right to exercise all remedies hereinabove mentioned.
- B. If **ODH** or the **CONTRACTOR** fails to perform an obligation or obligations under this contract and thereafter such failure is waived by the other party, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by **ODH** shall not be effective unless it is in writing and signed by the **ODH** contract manager.
- C. This Article is subject to the provisions of **ARTICLE XV, Section B** with regard to circumstances dealing with offshore outsourcing.

**ARTICLE XIII**  
**Amendments**

This writing constitutes the entire agreement between the parties with respect to all matters herein. This contract may be amended only by a writing signed by both parties. However, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this contract, without the necessity for executing written amendments. Any written amendments to this contract shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the parties.

**ARTICLE XIV**  
**Limitation of Liability**

- A. The **CONTRACTOR** holds **ODH** harmless from any and all liability, suits, losses, judgments, damages, or any other demands arising out of the actions or omissions of the **CONTRACTOR** while performing this contract.
- B. **ODH's** liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the **CONTRACTOR** under **ARTICLE III** or the amount of direct damages incurred by the **CONTRACTOR**, whichever is less. The **CONTRACTOR's** sole and exclusive remedies for **ODH's** failure to perform under the contract shall be as set forth in this article. In no event shall **ODH** be liable for any indirect or consequential damages, including loss of profit, even if **ODH** knew or should have known of the possibility of such damages.
- C. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of the contract due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties.

**ARTICLE XV**  
**Offshore Outsourcing**

- A. The **CONTRACTOR** affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this contract, and shall perform no services required under this contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The **CONTRACTOR** also affirms, understands, and agrees to immediately notify the State (**ODH**) of any change or shift in the location(s) of services performed by the **CONTRACTOR** or its subcontractors under this contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

- B. Termination, Sanction, Damages
  - 1 If **CONTRACTOR** or any of its subcontractors perform services under this contract outside of the United States, the performance of such services shall be treated as a material breach of the contract. The State (**ODH**) is not obligated to pay and shall not pay for such services. If **CONTRACTOR** or any of its subcontractors perform any such services, **CONTRACTOR** shall immediately return to the State (**ODH**) all funds paid for those services. The State (**ODH**) may also recover from the **CONTRACTOR** all

costs associated with any corrective action the State (**ODH**) may undertake, including but not limited to an audit or a risk analysis, as a result of the **CONTRACTOR** performing services outside the United States.

- 2 The State (**ODH**) may, at any time after the breach, terminate the contract, upon written notice to the **CONTRACTOR**. The State (**ODH**) may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the contract and costs associated with the acquisition of substitute services from a third party.
- 3 If the State (**ODH**) determines that actual and direct damages are uncertain or difficult to ascertain, the State (**ODH**) in its sole discretion may recover a payment of liquidated damages in the amount of [Percentage as liquidated damages] % of the value of the contract.
- 4 The State (**ODH**), in its sole discretion, may provide written notice to **CONTRACTOR** of a breach and permit the **CONTRACTOR** to cure the breach. Such cure period shall be no longer than 14 calendar days. During the cure period, the State (**ODH**) may buy substitute services from a third party and recover from the **CONTRACTOR** any costs associated with acquiring those substitute services.
- 5 Notwithstanding the State (**ODH**) permitting a period of time to cure the breach or the **CONTRACTOR**'s cure of the breach, the State (**ODH**) does not waive any of its rights and remedies provided the State (**ODH**) in this contract, including but not limited to recovery of funds paid for services the **CONTRACTOR** performed outside of the United States, costs associated with corrective action, or liquidated damages.

#### **ARTICLE XVI Assignment**

The **CONTRACTOR** will not assign any of its rights nor delegate any of its duties and responsibilities under this contract without prior written consent of **ODH**. Any assignment or delegation not consented to may be deemed void by the **ODH**.

#### **ARTICLE XVII Drug Free Workplace**

The **CONTRACTOR** shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. The **CONTRACTOR** shall make a good faith effort to ensure that all employees of the **CONTRACTOR** do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

#### **ARTICLE XVIII Good Standing**

- A. **CONTRACTOR** affirmatively represents and warrants to **ODH** that it is not subject to a finding for recovery under section 9.24 of the O.R.C. or that it has taken the appropriate remedial steps required under section 9.24 of the O.R.C. or otherwise qualifies under that section. **CONTRACTOR** further affirmatively represents and warrants to **ODH** that it is not debarred or suspended from entering into state of Ohio contracts pursuant to section 125.25

of the O.R.C. and is not subject to exclusion, disqualification or ineligibility as defined in 2 Code of Federal Regulations (C.F.R.) §180.110. **CONTRACTOR** agrees that if this representation and warranty is deemed false, the contract will be void *ab initio* as between the parties to this contract, and any funds paid by **ODH** hereunder shall be immediately repaid to **ODH**, or an action for recovery may be immediately commenced by **ODH** for the recovery of said funds.

- B. The **CONTRACTOR** certifies that the **CONTRACTOR** is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. §180.220. If at any time during the contractual period the **CONTRACTOR** is federally debarred from participating in government contracts funded by federal money, for whatever reason, the **CONTRACTOR** shall immediately notify **ODH** of the debarment.
- C. The **CONTRACTOR** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period the **CONTRACTOR** becomes disqualified from conducting business in Ohio, for whatever reason, the **CONTRACTOR** shall immediately notify **ODH** of the disqualification.

#### **ARTICLE XIX Insurance**

**CONTRACTOR** will provide the following insurance at its own expense:

- A. Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this contract will be done. **CONTRACTOR** will also maintain employer's liability insurance.
- B. Personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with personal injury and bodily injury coverage.

#### **ARTICLE XX Compliance with O.R.C. § 2909.33 (C)**

**Check One Box:**

- The **CONTRACTOR** certifies that the **CONTRACTOR** does not receive funding in the aggregate amount greater than \$100,000.00 annually from the state of Ohio, any instrumentality of the state of Ohio, and any political subdivision of the state of Ohio.

**-OR-**

- The **CONTRACTOR** certifies that the **CONTRACTOR** is currently in compliance with section 2909.33(C) of the O.R.C. in that the **CONTRACTOR** has not and does not provide material assistance to any organization listed on the United States Department of State terrorist exclusion list or any such similar lists referenced in section 2909.33(C) of the O.R.C. "Material assistance" or "material support or resources" means currency, payment instruments, other financial securities, 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. The **CONTRACTOR** further certifies that that the **CONTRACTOR** is not, nor has been, a member of any organization referenced above and that the **CONTRACTOR** shall notify **ODH** in any change of status regarding this certification. **CONTRACTOR** agrees that if this representation and warranty is deemed false, the contract will be void *ab initio* as between the parties to this contract and any funds paid to the **CONTRACTOR** shall be immediately repaid to **ODH** or an action for recovery may be immediately commenced by **ODH** for the recovery of said funds.

**ARTICLE XXI**  
**Construction**

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the parties hereto in connection with disputes concerning validity and enforcement of this agreement. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this contract shall not be affected thereby, provided that the absence of the unenforceable provision does not render the performance of the remainder of the contract impossible.

IN WITNESS WHEREOF, the parties, by signing below, indicate their agreement to the above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative, Title  
[Name of Contractor]  
[Vendor ID number]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[ODH Director]  
Ohio Department of Health

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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. citizen or other U.S. person (defined below).

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

### Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**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 payee 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. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt 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,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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.

Also see *Special rules for partnerships* on page 1.

## 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 income tax return. 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 income tax return 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).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**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 Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” 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.

The following payees are exempt from backup withholding:

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 payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 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 payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.gov](http://www.ssa.gov). 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](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://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.** Entering "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 payees, see *Exempt Payee* 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.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the 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.) Also see *Special rules for partnerships* on page 1.

**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, the District of Columbia, and U.S. possessions 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.



# VENDOR INFORMATION FORM

All applicable parts of the form must be completed by the vendor and returned to Ohio Shared Services signed.

## SECTION 1 – PLEASE SPECIFY TYPE OF ACTION

- NEW (W-9 OR W-8ECI FORM ATTACHED)     ADDITIONAL ADDRESS (PROVIDE COPY OF INVOICE OR LETTER)  
 CHANGE OF ADDRESS (PROVIDE ADDRESS TO BE REPLACED IN THE COMMENTS BOX ON NEXT PAGE)  
 CHANGE OF TIN (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE ATTACHED)  
 CHANGE OF NAME (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE ATTACHED)  
 CHANGE OF PAYTERMS     CHANGE OF CONTACT     CHANGE OF PO DISPATCH METHOD

## SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION

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

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

TAXPAYER ID # (TIN):

BUSINESS ENTITY: NOTE: IF SOLE PROPRIETOR, THE INDIVIDUAL'S NAME MUST APPEAR IN LEGAL BUSINESS NAME

- CORPORATION                       PARTNERSHIP                       SOLE PROPRIETOR  
 NON PROFIT                               INDIVIDUAL  
 OTHER (PLEASE EXPLAIN)

INDUSTRY CLASSIFICATION:

STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE

## SECTION 3 – PLEASE PROVIDE COMPLETE ADDRESS

ADDRESS:

COUNTY:

CITY:

STATE:

ZIP CODE:

**SECTION 4 – REMIT TO ADDRESS (IF DIFFERENT THAN ABOVE)**

ADDRESS:

CITY:

STATE:

ZIP CODE:

**SECTION 5 – CONTACT INFORMATION AND PERSON TO RECEIVE PURCHASE ORDER**

NAME:

WEB SITE:

PHONE:

FAX:

E-MAIL:

**SECTION 6 – IS YOUR BUSINESS CURRENTLY CERTIFIED AS? (PLEASE CHECK)**
 MBE (MINORITY BUSINESS ENTERPRISE)
  EDGE (ENCOURAGING DIVERSITY, GROWTH, & EQUITY)
  N/A
**SECTION 7 – PAYMENT TERMS (PLEASE CHECK ONE, OTHERWISE NET 30 WILL BE APPLIED BY DEFAULT)**
 2/10 NET 30
  
  NET 30
  
  NET 45
  
  NET 60
  
  NET 90
**SECTION 8 – PURCHASE ORDER DISTRIBUTION-OTHER THAN USPS MAIL (INPUT E-MAIL ADDRESS OR FAX # BELOW)**

E-MAIL:

FAX:

**SECTION 9 – PLEASE SIGN & DATE**

SIGNATURE:

DATE:

**SECTION 10 – AGENCY CONTACT INFORMATION**

AGENCY NAME:

PHONE NUMBER:

E-MAIL:

COMMENTS:

**SUBMIT FORM TO:**

**Mail:** Ohio Shared Services  
4310 E. Fifth Ave. Columbus, OH 43219

**Fax number:** (614) 485-1039

**E-mail:** [vendor@ohio.gov](mailto:vendor@ohio.gov)

**QUESTIONS? PLEASE CONTACT:**

**Phone:** 1 (877) OHIO - SS1 (1-877-644-6771)  
1 (614) 338-4781

**E-mail:** [vendor@ohio.gov](mailto:vendor@ohio.gov)

## Executive Order 2010-09S

### Banning the Expenditure of Public Funds for Offshore Services

1. Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts. State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.

2. No Public Funds Should be Spent on Services Provided Offshore. Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.

a. The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives. The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.

b. The Purchase of Offshore Services Has Unacceptable Business Consequences. The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. Ohio's Policy Has Been--and Must Continue To Be--That Public Funds Should Not Be Spent on Services Provided Offshore. Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.

4. Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore. In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:

a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It

applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.

b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:

i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:

(a) Reflect this Order's prohibition on the purchase of offshore services.

(b) Require service providers or prospective service providers to:

(i) Affirm that they understand and will abide by the requirements of this Order.

(ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.

(iii) Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.

(iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.

(v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.

ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.

(a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.

(b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.

iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.

iv. All APOs have adequate training which addresses the terms of this Order.

5. Exceptions. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:

a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.

b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

6. I signed this Executive Order on August 6, 2010 in Columbus, Ohio and it will not expire unless rescinded.

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Ted Strickland, Governor

ATTEST:

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Jennifer Brunner, Secretary of State

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations and statements of work.

This information is to be submitted as part of the response to any of the procurement methods listed.

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**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website:

<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City, State, Zip)

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

\_\_\_\_\_

Name

\_\_\_\_\_

(Address, City, State, Zip)

\_\_\_\_\_

Name

\_\_\_\_\_

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City, State, Zip)

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

\_\_\_\_\_

\_\_\_\_\_

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Location where services to be performed will be changed or shifted by Contractor:

\_\_\_\_\_

\_\_\_\_\_

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**As the AUTHORIZED PARTY SIGNING ON BEHALF OF THE CONTRACTOR, I certify that the information listed above is correct.**

---

Date

---

Name and title of authorized person for vendor to bind the contract

## Attachment A-6 Instructions

Guidance regarding the completion of Attachment A-6, the Ohio Department of Health's Contractor Federal Funding Accountability and Transparency Act (FFATA) Reporting Form.

The Ohio Department of Health (ODH) is required to report all contracts of federal funds that are greater than \$25,000. Contractors are subject to this requirement and these organizations are required to report certain information describing the agency and (under certain circumstances) the compensation of the five highest compensated officials. Attachment B is designed to capture this information to allow ODH to comply with FFATA reporting requirements. This information will be made available to the public via <http://www.usaspending.gov/>

Below please find the instructions for completing Attachment A-6.

- 1) Attachment B form must be submitted for each award of \$25,000 supported by federal funds. Furthermore, a new form must be submitted if there is a change in any of the form's data fields.
- 2) All of the data entry fields have size and format limitations. These limitations have been established by the U.S. Office of Management and Budget (OMB). These limitations, by field, are contained in the two columns on the right side of the sheet.
  - a) In the fields designated as "character", only alphabetic data should be entered.
  - b) In the fields designated as "numeric", only numbers should be entered. Please do not enter other symbols (e.g. \$ or dashes for telephone numbers).
  - c) In the fields designated as "Free text entry", any combination of alpha, numeric, and symbols may be used.
- 3) Each field contains brief entry instructions.
- 4) The applicant is to complete all fields except those designated to be "Completed by ODH."
- 5) Lines #1, 2 and 13 require the entry of DUNS number information. All ODH contractors are urged to apply for a DUNS number and those subject to the FFATA reporting requirements are required to have a DUNS number . The following links may be used, respectively, to request a DUNS number and to register in the CCR system.

<http://www.dnb.com/us/duns update/>.

<https://www.uscontractorregistration.com/>

- 6) The compensation of the agency's five highest compensated officials must be reported if:
  - a) 80% or at least \$250,000 of the agency's revenue in its' previous fiscal year came from federal contracts or grants; and,
  - b) The public does not have access to the compensation of the senior executives via section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a),78o(d) or section 6104 of the IRS Code of 1986. Below are the links to the SEC and IRS code sections.

[http://www.law.cornell.edu/uscode/html/uscode15/usc\\_sup\\_01\\_15\\_10\\_2B.html](http://www.law.cornell.edu/uscode/html/uscode15/usc_sup_01_15_10_2B.html)

[http://www.law.cornell.edu/uscode/html/uscode26/usc\\_sec\\_26\\_00006104----000-.html](http://www.law.cornell.edu/uscode/html/uscode26/usc_sec_26_00006104----000-.html)

- 7) Failure to complete and submit the attachment with the application will result in the disapproval.

Prepared 2/16/11

**Attachment A-6**  
**Ohio Department of Health Contractor**  
**Federal Funding Accountability and Transparency Act (FFATA) Reporting Form**

Submission Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Contractor Data**

1	DUNS #	
2	DUNS # plus 4	
3	Name	
4	DBA Name	
5	Address - Street # 1	
6	Address - Street # 2	
7	Address - Street # 3	
8	City	
9	State	
10	County (select from list of Ohio counties)	
11	Zip plus 4	
12	Congressional District	
13	Contractor - Parent DUNS #	
14	Amount of Contract	Completed by ODH
15	Contract Obligation/Action Date (i.e., date the NOA and/or Contract is signed/approved)	Completed by ODH
16	CFDA and Program Title	Completed by ODH
17	Federal Agency Name	Completed by ODH
18	Principal Place of Performance (PPP)- City (or County if as a whole)	
19	PPP - State	
20	PPP - County	
21	PPP - Zip + 4	
22	PPP - Congressional District	
23	Contract # (i.e., the project ID for sub-grants)	
24	Q1. In organization's previous FY did it receive (1) 80% from federal contracts; and (2) \$25,000,000 or more from federal contracts? If yes, please see Q2.	
25	Q2. Does the public have access to compensation of senior executives via the section 6104 of the IRS Code of 1986? If "yes", then the project is not required to report the compensation information. If "no" please enter the compensation information.	
26	1 of 5 highest compensated officials - Name	
27	1 of 5 highest compensated officials - Amount	
28	2 of 5 highest compensated officials - Name	
29	2 of 5 highest compensated officials - Amount	
30	3 of 5 highest compensated officials - Name	
31	3 of 5 highest compensated officials - Amount	
32	4 of 5 highest compensated officials - Name	
33	4 of 5 highest compensated officials - Amount	
34	5 of 5 highest compensated officials - Name	
35	5 of 5 highest compensated officials - Amount	
36	Project Description	Completed by ODH
37	Agency Director/President	

**Attachment A-6**  
**Ohio Department of Health Contractor**  
**Federal Funding Accountability and Transparency Act (FFATA) Reporting Form**

Submission Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Contractor Data**

38	Agency Program/Project Director	
39	Agency Phone Number	
40	Program Source/Treasury Account Symbol	Completed by ODH
41	Parent Agency CCR #	

**Complete section below if Agency is not in the State of Ohio**

42	If 'Other' County Selected, name of county outside of Ohio	
43	If 'Out of State' Congressional District Selected, provide State and Congressional District	
44	If 'Out of State' PPP - County	
45	If 'Out of State' PPP - Congressional District	

PRAMS Bid Sheet

Please provide costs of the project per completed call and as a yearly total. Categories below are suggested and space is allowed for other categories as necessary.

<b>Cost Category</b>	<b>Cost per completed call</b>	<b>Yearly cost</b>
A. Personnel		
B. Administration		
C. Interview Monitoring		
D. New telephone number searching		
E. Materials		
F. Training		
G. Sub contractors		
<b>TOTAL COSTS:</b>		

# Technical Attachment T-1

## 5.1 Telephone Data Collection Procedures

**5.7a Search for Telephone Numbers.** Telephone follow-up begins after the last questionnaire has been mailed. While mailing addresses are available from the birth certificate, the same is not true for telephone numbers (with the exception of very few states). Therefore, PRAMS staff must conduct a comprehensive search for telephone numbers for the women who did not respond (or refuse) during the mail phase.

The PRAMTrac software generates a worksheet for each mother who is entering “phone phase.” The worksheet can be modified by the state, but generally includes the mother's full and maiden name, the father's full name (when available), the mother's address, and the mother's county of residence (when available) to assist with the search. A wide variety of sources may be searched for telephone numbers. These sources include, but are not limited to:

- Directory assistance
- Medicaid, WIC, or other state-maintained databases, such as high-risk infant screening programs, newborn metabolic screening programs, SIDS, and birth defects
- Internet databases
- Motor vehicle registration records
- Voter registration or other local government records

While many different options exist for locating numbers, most states have a few primary sources on which they rely. The best sources tend to be health department databases. Access to these databases often varies by state, but obtaining access to these types of databases should definitely be explored.

Sources should be searched by the mother's last and maiden name and by the father's last name when available. It is not always possible to know if a listing is correct. For instance, there may be more than one listing that matches the name being searched or people may use initials rather than first names. Any number that could potentially be a match should be used. It may be easier to search one or two sources at a time. If no number is found, or if a number is determined to be incorrect after calling, further

attempts to locate a good number should be pursued from remaining sources.

### **Protocol Development Task**

List the sources your state will use to find telephone numbers for telephone follow-up and describe any special procedures necessary to use each source (i.e., required permission).

**The Ohio birth record contains up to two phone numbers for mothers. Ohio uses WIC, Medicaid, and directory assistance as additional sources of telephone numbers. These additional sources are checked for all mothers who go into phone phase and any matches found are provided to the phone contractor with other indentifying information. The phone contractor carries out searches of additional sources including Internet such as whitepages.com. Numbers are searched under mother's name, father's name and address.**

**5.7b *Preparing the Interviewers.*** Telephone interviewers should be thoroughly trained before they begin work on PRAMS. CDC provides training materials; see **Section 3.9b** for more information. Telephone interviewers should have good interviewing skills, be familiar with PRAMS data collection procedures (mail and telephone), and have a general knowledge of the PRAMS project in order to answer questions a mother may ask. PRAMS telephone interviewers must also be trained on the Web-CATI system.

Because interviewers will have contact with a woman's family or friends when they call a household, they should be prepared to maintain confidentiality and protect the mother's privacy. See **Section 10.4** for more information. In addition, CDC recommends the placement of signs around the interviewers' workstations to remind them about confidentiality when talking with a woman's family or friends.

**5.7c *Making Telephone Calls and Recording Dispositions.*** The telephone calling period extends from three to five weeks. The Web-CATI case management system (CMS) has the capability to automatically schedule phone calls and track appointments. In addition, interviewers can manually select a mother to call. In the event that more than one number is located for a particular woman, Web-CATI will keep multiple numbers active until one has been identified as the best number. Fifteen call attempts should be made to each viable telephone number before giving up. Interviewers should make over fifteen call attempts **only** if they have a

strong lead or a scheduled appointment to call a mother back. To increase the likelihood of reaching a mother, calls are staggered over different times of the day and different days of the week. Calls should be made in the evenings and on weekends in addition to regular business hours. Dates, times, and dispositions of all calls are recorded into the Web-CATI CMS system when the calls are completed. For more information on call dispositions, see the **PRAMS Interviewer Training Manual and the PRAMS Web-CATI “How to” Guide**.

### Protocol Development Task

Describe your state’s schedule for conducting telephone calls, including the days of the week and the hours of the day when calls will be made. To ensure that women are reached, evening and weekend hours must be included in the schedule. Use the following as an example:

<u>Day</u>	<u>Time</u>
Weekday morning	9 a.m. – 12 noon
Weekday afternoon	noon – 5 p.m.
Weekday evening	5 p.m. – 9 p.m.
Saturday morning	10 a.m. – 12 noon
Saturday afternoon	noon – 5 p.m.
Saturday evening	5 p.m. – 9 p.m.
Sunday afternoon	noon – 5 p.m.

**Clearwater Research Inc. phone calling schedule: interviewers call between 11am-9pm Ohio time Monday - Saturday.**

**5.7d Computer-Assisted Telephone Interviews (CATI).** This is now the standard approach for PRAMS telephone follow-up which includes recording survey responses, comments, and operations information pertaining to the call attempts and completed interviews. CDC will no longer accept telephone interview data collected by any other data entry or commercial CATI software.

The Web-CATI system employs state-of-the art security measures to protect this information (**see Appendix V for the CATI Security Document**). In addition, each state must establish a data sharing agreement with the CDC CATI contractor to establish proper standards of

behavior for each party with regard to the PRAMS data (**see Appendix W for the prototype data sharing agreement**). If the state Vital Records Department will not permit the release of contact information to the Web-CATI system, states may upload only the case ID and other non-identifying information. In this situation, the interviewers will be responsible for keeping track of the correct mother and other information required to conduct the phone interview outside of the CATI system. They will still use the Web-CATI system to record call attempts and survey responses.

### **Protocol Development Task**

Indicate whether your state will upload personal identifiers into the CATI system. Please add your CATI data sharing agreement in **Appendix W**.

**Ohio will upload personal identifiers, such as name and address into the CATI system.**

There may be some instances where it is not practical to use Web-CATI for recording telephone survey data. In such situations telephone responses may be recorded on paper and keyed into the CATI system after the interview is completed:

- In situations where a mother calls the health department and requests to complete the survey on the spot, it may not be feasible to use Web-CATI to conduct the interview, especially if the mother's record has not yet been uploaded to the CATI system. In this case the interview can be recorded on paper for later entry into the CATI system.
- Another exception where pen and paper is preferred is the situation of partial mail surveys that are followed up by telephone. Only the remaining unanswered questions are asked of the mother by phone. These should be recorded on paper and then entered into the mail Questionnaire Development System (QDS) record for that mother. Operations information about the phone contact should be recorded directly into PRAMTrac.
- Finally, there may be situations where an interviewer is making calls off premises and does not have access to both a phone line and an Internet connection. In this case the mother's responses can be recorded on paper for later entry into Web-CATI. If an interviewer is making the majority of her calls off premises, every effort should be made to provide her with equipment sufficient to access and use Web-CATI.

**Telephone Interviewer Monitoring Procedures****Procedures**

The PRAMS Coordinator or other appropriate staff person, such as the supervisor of a survey research laboratory, should regularly monitor the telephone interviewers to ensure that proper procedures are followed. The monitor should determine whether the interviewer is appropriately consenting women, administering the interviews, protecting the mother's confidentiality, and keeping data collection forms and CATI stations secure. Interviewers should receive regular feedback on their performance, and if problems are identified, remedial action should be taken immediately.

Most projects have multiple interviewers conducting PRAMS interviews. Each interviewer should be monitored, and monitoring should be done for a variety of calls. This includes not only actual interviews, but also interactions with mothers that do not result in interviews (mother is busy, mother refuses, etc.) and interactions with other household members. Interviewers should be monitored at least 10% of the time that they are placing telephone calls. A PRAMS Individual Monitoring Form can be found on page M-5 in this appendix and should be used when monitoring calls. A monitor should listen in on telephone calls and be able to hear both the interviewer and the respondent.

The PRAMS Summary Monitoring Report should be completed for each batch and submitted to CDC with the batch files. This report should summarize the results of the monitoring efforts over the course of the batch. The PRAMS Summary Monitoring Report can be found on page M-7 in this appendix.

In addition to monitoring phone calls using the Individual Monitoring Form, the monitor should periodically check to ensure that interviewers keep data forms with identifying information, completed copies of the paper interviews and CATI stations secure. This usually means that forms should be locked in a file cabinet and all CATI systems should be exited at the end of their shift.

**Monitoring Approaches with Web-CATI**

With interviewers using the Web-CATI system, monitoring of telephone interviewers requires the monitor to be able to listen to both the interviewer and respondent as well as to see the computer screen as the interviewer records the mother's responses. To accomplish both requirements, states should have both screen capture and voice capture capabilities. There are many commercially

available screen capture products. Although one screen capture product has been recommended for use on PRAMS, states may choose to use a different product. (See **Chapter 6, Section 1.b.iii**, for screen capture software recommendations).

There are several voice capture options depending upon the interviewer setup in each state.

1. For states where the interviewers are onsite and in the same location as the PRAMS staff, states may be able to make use of 3-way calling on their existing phone system to listen in on the interviewer and respondent. Similarly, phone contractors may be able to use features on their phone system to have an onsite supervisor monitor their calls. This is the easiest method but there is no way to do it without the interviewers being aware that they are being monitored.
2. Many phone systems have voice capture capabilities. States may inquire with their own phone system provider to see about the cost and feasibility of activating this service. These systems may allow a call to be monitored without the interviewer's knowledge.
3. If neither of the first two options is possible, or if the interviewer and monitor are in different locations, the Web-CATI system has a built-in monitoring feature. It requires specific recording equipment which will be plugged into the handset of a standard phone and then plug into the PC. Because of the size of the resulting audio files, this feature records only portions of the interview rather than the entire interview. The monitor would then listen to the recorded interview at some later point.

### **Protocol Development Task**

Provide the name and position of the person responsible for monitoring interviews. If your state does Spanish telephone interviews, provide the name and position of the person responsible for monitoring those interviews.

Also describe the procedures your state will use to monitor interviews and state which screen capture software and voice capture procedures/software are being used, if any.

**Ohio contracts with Clearwater Research Inc. to conduct telephone interviews and monitoring and currently no interviews are done in Spanish. The following staff at Clearwater Research Inc. is responsible for monitoring telephone interviews:**

**Valeriy Kaminsky (Data Collections Mentor), Britni McMurdie (Data collections Mentor), Sarah Spoja (Data Collections Mentor), Izaak Zink**

**(Data Collections Mentor), Wanda Nesser (Data Collections Mentor), Gerri Joye (Data Collections Mentor), Julie Rieman (Data Collections Mentor), Jim Hawe (Data Collections Mentor), Dara Jordan (Data Collections Mentor), Jacob Anderson (Data Collections Mentor), Theresa Medley (Data Collections Supervisor), Bryan Taylor (Data Collections Supervisor), Ryan Mahoney (Data Collections Supervisor), Genna Deeds (Data Collections Supervisor), Jose Benitez (Data Collections Supervisor/Lead Mentor).**

**Clearwater Research Inc. will monitor 33 to 50% of all PRAMS telephone interviews using voice capture and screen capture software without the interviewer being aware. Each interviewer is monitored at a minimum of two times per week and overall performance is evaluated on a monthly basis. Additionally, upon completion of a monitoring session the monitor will discuss any questions or suggestions for improvement with the interviewer.**

### **Legal Implications of Monitoring**

Most states are able to monitor an interview as it is being administered; however, states may also record interviews for later review if the interview cannot be monitored while the survey is being administered. Recording interviews is not a requirement; however, some states may find it helpful especially if the interviews are being conducted off-site. The law in most states dictates that if a call is being recorded, at least one party (one-party consent) has to be informed of the recording and they must consent to the call being recorded. Other states require that both parties (two-party consent) be notified of the recording and provide consent. Most PRAMS states are one-party consenting states, but a few are two-party consenting states. (See <http://www.callcorder.com/phone-recording-law-america.htm> to determine whether your state is a one-party or two-party state.) CDC's IRB does not require the states to add a statement to their phone script to inform the mother's that the interview may be recorded; however, the state may require such a statement. States should determine whether their state is a one-party or two-party consenting state and check with their local IRB to determine if a statement is required.

## Protocol Development Task

Please indicate here if you are a one-party or two party state and whether or not your local IRB will require the addition of the suggested text.

Suggested text

(Introduction, part 2 of the phone script): If you choose to do the survey, our conversation may be recorded for quality assurance, but your answers will be kept private to the extent allowed by law and will be used only for research.

*Note: If you are required by your state IRB to add this statement to your phone script **it is mandatory** that you submit this addition to the CDC IRB before implementing such change.*

**Ohio is a one-party consent state. Ohio is not required by the ODH Institutional Review Board to add text to the telephone interview regarding possible monitoring of the call.**

### A Special Case: Telephone Contractors

Several states contract with outside agencies for telephone follow-up. The contractors should have procedures in place for monitoring telephone calls. The state should verify that the contractor's procedures are at least as stringent as those set forth here. If they are not, the state should request that the contractor use the PRAMS procedures and forms to monitor the PRAMS interviews. If the existing procedures are sufficiently stringent, those procedures will suffice for PRAMS purposes. However, the contractor should provide the state with a summary report similar to the PRAMS Summary Monitoring Report at the close of each batch. It may be helpful to include this activity in the written contract.

Regardless of the specific procedures used by the contracting agency for monitoring interviewers, the state Project Coordinator should periodically (at least quarterly) visit the agency's office to monitor a portion of the interviews him/herself.

Some survey research laboratories are designed so that the interviewers do not know when they are being monitored. This setup is preferable, as it gives a more accurate picture of an interviewer's typical behavior.

## **Protocol Development Task**

### **For States Using Contractors for Telephone Interviews**

If your state contracts with an outside agency to conduct telephone interviews, state whether the agency is using the PRAMS procedures and forms or whether it is using its existing procedures and forms for monitoring interviewers.

If the agency is using its existing procedures, describe those here. Also place a copy of the agency's monitoring forms (those used to monitor each call and those used to summarize the monitoring activities for the batch) here.

State the frequency with which the Project Coordinator will visit the agency's office to monitor interviews.

**Clearwater Research Inc. will be using their existing forms and procedures for monitoring interviews with the exception of the form that will be used to summarize the monitoring for the batch each month (will be provided by ODH).**

**Clearwater Research Inc. will monitor 33 to 50% of all PRAMS telephone interviews using voice capture and screen capture software without the interviewer being aware. Each interviewer is monitored at a minimum of two times per week and overall performance is evaluated on a monthly basis. Additionally, upon completion of a monitoring session the monitor will discuss any questions or suggestions for improvement with the interviewer.**

**Additionally, ODH PRAMS staff members will create monitoring reports monthly after a batch closes out of phone phase in order to ensure the telephone contractor is following the protocol correctly. The monitoring reports will provide details which will include calling attempts, calling days/times, and call outcomes. ODH will follow up with the contractor within 5 days regarding any remedial actions that should be taken.**

**The Project Coordinator will remotely monitor live audio telephone interviews by calling into the toll-free number provided by the contractor. The monitoring will take place once a month during the first week that a batch enters the phone phase. The PRAMS individual monitoring form will be used and the contractor will be contacted regarding any remedial actions that should be taken within 5 days.**

**PRAMS Individual Monitoring Form  
(To Be Completed For Each Call Monitored – Do Not Send to CDC)**

Batch Number: \_\_\_\_\_ Name of Monitor: \_\_\_\_\_  
Date: \_\_\_\_\_ Name of Interviewer: \_\_\_\_\_

**Part 1: Interaction With Household (HH) Member Other Than Mother**

	Yes	No	Not Applicable
1. Did interviewer follow proper procedures when HH member answered phone? If no, explain here:	Y	N	NA
2. Did interviewer respond appropriately to questions from the HH member (i.e., was mother's confidentiality protected? If no, explain here:	Y	N	NA

**Part 2: Interaction With Mother – Introductory Script**

3. Did interviewer read entire script exactly as it's written before beginning interview? If no, explain here:	Y	N	NA
4. Did interviewer explicitly ask for mother's permission to conduct interview? If no, explain here:	Y	N	NA
5. Did interviewer respond appropriately to any questions the mother asked? If no, explain here:	Y	N	NA

**PRAMS Individual Monitoring Form**  
**(To Be Completed For Each Call Monitored – Do Not Send to CDC)**

**Part 3: Interaction With Mother – Interview**

	Yes	No	Not Applicable
6. Did interviewer read questions as written? If no, explain here and specify the question numbers:	Y	N	NA
7. Did interviewer read questions at proper pace? If no, explain here:	Y	N	NA
8. Did interviewer read probes as written and as necessary? If no, explain here and specify the question numbers:	Y	N	NA
9. Did interviewer follow skip instructions? If no, explain here and specify the question numbers:	Y	N	NA
10. Did interviewer code responses correctly? If no, explain here and specify question numbers:	Y	N	NA
11. Did interviewer record women’s additional comments correctly (i.e., “back page” and other miscellaneous comments)? If no, explain here:	Y	N	NA
12. Did interviewer keep respondent on track? If no, explain here:	Y	N	NA
13. Did interviewer thank the mother for participating in the interview? If no, explain here:	Y	N	NA



## Clearwater Research Inc. Individual Monitoring Form

### P.A.C.K. Monitoring Method

Purpose of Monitoring: To improve interviewer skills and ensure quality.

Monitoring Categories:

<b>P</b>	<b>ROFESSIONALISM</b>
<b>A</b>	<b>CCURACY</b>
<b>C</b>	<b>ONSISTENCY</b>
<b>K</b>	<b>NOWLEDGE</b>

Ratings:

- Needs Improvement
- Meets Expectations
- Exceeds Expectations

Watch and listen to interviewers from a client's perspective.

**Professionalism** - Listen to ensure interviewer is polite and courteous, speaks clearly and confidently, and stays on task.

**Questions to ask when evaluating professionalism:**

Did the interviewer have to repeat a lot of questions because they were speaking too fast?

Did the interviewer sound courteous and confident?

Would a client say this interview was conducted in a professional manner, and how could the interviewer improve?

**Accuracy** - Listen and watch to ensure interviewer enters data and dispositions correctly and uses neutral and accurate probing methods.

**Questions to ask when evaluating accuracy:**

Did any of the interviewers probes lead to a particular answer?

Did the interviewer enter all answers correctly?

Would a client feel data was gathered in an accurate fashion, and how could the interviewer improve?

**Consistency** - Listen and watch to ensure interviewer read questions in full and verbatim.

**Questions to ask when evaluating consistency:**

Did the interviewer read all questions verbatim?

Did the interviewer read all questions in full?

## Clearwater Research Inc. Individual Monitoring Form

**Knowledge** - Listen and watch to ensure interviewer follows study protocols and uses refusal avoidance and fallback materials when needed.

**Questions to ask when evaluating knowledge:**

Did the interviewer use any refusal avoidance when respondents didn't sound interested?

Did the interviewer give accurate information when it was requested?

Did the interviewer follow study protocols, i.e. set CBs within calling period, leave messages as needed?

## Ohio PRAMS Summary Monitoring Report

Ohio PRAMS Report -(Batch ###)- Week Ending MM/DD/YYYY

Total Number of Interviewer Hours:

Number of moms who required additional phone number searches:

Number of moms with no contact number found:

Number of refusals:

Number of refusals with attempted conversion (soft refusals only):

Number of moms with a language barrier:

New Ohio PRAMS Interviewers:

---

Staff no longer interviewing for Ohio PRAMS:

---

Other problems:

---

Clearwater Research Inc. needs from ODH Staff:

---

## PRAMS Summary Monitoring Report

State:

Batch Number:

Table 1. Summary Information

Item	Number
Total Number of <i>Interviewers</i> Monitored	
*Total Number of <i>Calls</i> Monitored	
Total Number of <i>Calls</i> With Problems Identified	
Total Number of <i>Interviews</i> Monitored	
Total Number of <i>Interviews</i> With Problems Identified	
**Total Number of Interviews Completed By Phone For Batch	

\*Total number of calls monitored, includes all calls, not just those resulting in interviews. There should be one "Individual Monitoring Form" for each telephone call that was monitored.

\*\* Total number of interviews completed, includes completed interviews and partials

Table 2. Problems Identified During Monitoring

Question Number*	Number of Times Problem Occurred	Description of Problem and Action Taken

\*From Individual Monitoring Form

Ohio PRAMS Report -(Batch xxx)- Week Ending xx/xx/xxxx

Total Number of Interviewer Hours:

Number of moms who required additional phone number searches:

Number of moms with no contact number found:

Number of refusals:

Number of refusals with attempted conversion (soft refusals only):

Number of moms with a language barrier:

New Ohio PRAMS Interviewers: \_\_\_\_\_

---

Staff no longer interviewing for Ohio PRAMS: \_\_\_\_\_

---

Other problems: \_\_\_\_\_

---

Contractor needs from ODH Staff: \_\_\_\_\_

---