

**Ohio Department of Job and Family Services
Request for Applications
For Medical Technical Advisors
RFA #: JFSR1213078013**

**Open-ended Posting, released July 2011
valid through June 30, 2013**

I. Purpose:

The Ohio Department of Job and Family Services (ODJFS) releases this open-ended Request for Applications (RFA) to receive responses from qualified medical professionals interested in serving as Medical Technical Advisors (MTAs) to ODJFS. MTAs provide the clinical expertise necessary in the administration of Ohio's Medicaid Program by performing prior authorization reviews for healthcare services, drug utilization reviews, disability determinations, utilization management, and determinations of medical necessity. ODJFS is seeking these professional services from currently licensed and credentialed professionals, including but not limited to:

- Internal Medicine (MD/DO)
- General Medicine (MD/DO)
- Pain Management (MD/DO)
- Orthopedics (MD/DO)
- Neurology (MD/DO)
- Psychiatry/Psychology (MD/DO) (Psy.D/Psy.D/Ed.D.)
- General Surgery/Plastic Surgery (MD/DO)
- Podiatry (DPM)
- Pharmacists (R.Ph. and/or Pharm.D.)
- Dental/Orthodontics/Oral Surgery (DDS)
- Optometry (OD)
- Ophthalmology (MD/DO)
- Respiratory Therapy (RRT)
- Physical Therapist (PT)

All interested applicants must possess appropriate medical credentials and sufficient basic computing skills to perform clinical reviews in an electronic format. ODJFS plans to offer contracts for MTA services to qualified licensed/credentialed medical professionals in sufficient numbers for the efficient and effective operation of the Medicaid program. Interested medical professionals are to follow the instructions and guidelines provided in this RFA document to demonstrate to ODJFS their qualifications to perform the services that will be required of selected MTAs. ODJFS is under no obligation to consider or respond in any way to any medical professionals' applications that are not prepared and submitted in accordance with this RFA.

II. Issuing Office

This Request for Application (RFA) document is released by, and the subsequent contracts will be with ODJFS. The Office of Ohio Health Plans (OHP), Bureau of Consumer and Operational Support and Bureau of Long Term Care Services and Supports will be responsible for daily contract management. Multiple contracts are expected to result from this RFA process, and each will be an agreement between ODJFS and the selected medical professional.

Applications must be submitted to ODJFS in strict accordance with proposal submission instructions provided in **Section X, Application Submission Instruction**.

III. Anticipated Procurement Timetable

This RFA is released on (or about) July 1, 2011 and is valid through June 30, 2013, unless rescinded or cancelled by ODJFS earlier. ODJFS may rescind or cancel this RFA at any time. The "Opening Date" listed on the Procurement Opportunity website is listed for 6/30/13. This is to ensure that the RFA remains open and active for the duration of the Biennium.

This is an open-ended RFA with no application deadline. ODJFS has an on-going need for the contracted services of Medical Technical Advisors; the level of that need, the volume of work to be performed, and the medical specialties most needed, will vary over time making it impossible to be more definitive in this RFA. However, ODJFS will accept applications from qualified medical professionals at any time while this RFA is still valid.

If a qualified medical professional (*i.e.*, one whose application has been reviewed and has passed all selection criteria and standards) fulfills an existing program need, ODJFS may offer that professional a contract at that time.

If an applicant passes all selection criteria but there is insufficient program need for that professional at that time, that application will be held by ODJFS for a period of not more than one year from the date of the application. Should a programmatic need for that applicant arise during that period, ODJFS may, at its sole discretion, offer that medical professional a contract. However, to ensure the continuing qualifications of the applicant, ODJFS reserves the right to request, review, and evaluate updated information before issuing a contract.

If a qualified applicant is not offered a contract within one year of the date of the application, that medical professional must submit a new application with current information in order to be considered further.

IV. Contract Effective Term and Renewal Period

State law prohibits ODJFS from making financial commitments beyond the state fiscal biennium, and this RFA is being released in the first quarter of the 2012-2013 Ohio state biennium. Depending upon application dates and ODJFS programmatic need, accepted applicants may be offered contracts for the remainder of the 2012-2013 biennium and/or the 2014-2015 biennium with the possibility of one further renewal period after that.

All contracts are subject to all required contract and funding approvals (including review and approval by the Controlling Board when applicable), and all contract renewals are contingent upon all contractual and funding approvals, continuation of the project need, and satisfactory performance by the contractor, as determined by ODJFS.

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

V. Background

ODJFS is the single state agency responsible for the operation and management of Ohio's Medicaid Program. The ODJFS Office of Ohio Health Plans (OHP) is responsible for the adjudication and payment of claims for covered services. As part of this adjudication and payment process, the Bureau of Consumer and Operational Support and Bureau of Long Term Care Services and Supports, actively undertakes the review of clinical/medical cases when determination of medical necessity (per OAC 5101:3-41-12 and other relevant rules) is required for the purposes of prior authorization of health services, plan of care review, utilization review, and medical coverage. These highly specialized clinical reviews are services typically performed by MTAs under contract with ODJFS. These contractors' services provide ODJFS with a breadth and depth of professional expertise, which in turn, enhances ODJFS' ability to effectively operate the Medicaid program.

The majority of MTA contractors will work with the following functional sections of the ODJFS Office of Ohio Health Plans:

- The Bureau of Long Term Care Services and Supports and Bureau of Consumer and Operational Support utilize the services of MTAs to assist in medical necessity reviews for prior authorization of Medicaid services, and Disability Determination reviews in accordance with Ohio Administrative Code (OAC) Chapter 5101:3-1 and other relevant rules.
- The Bureau of Long Term Care Services and Supports and Bureau of Consumer and Operational Support support the department's decisions in appeal proceedings, provide consultation and feedback on policy and procedures pertaining to service authorization, plans of care, and/or payment decisions based upon medical review, and provide technical assistance in their area of expertise when appropriate.
- The Bureau of Consumer and Operational Support utilize the services of MTAs to perform drug utilization review as required by OBRA-90 and OAC rule 5101:3-9-04.

All work will be performed on-site at various ODJFS locations. Work must be conducted during building access hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, or as specified.

VI. Scope of MTA Work:

A. Work Required by Discipline:

The following is a synopsis of the scope of work that may be required of MTAs selected through the RFA process.

Physician/Surgeons, Psychology/psychiatry, Ophthalmologic/optometry, Podiatry, Dental, Pharmacy and Therapy Services.

Physician and other professional services are needed for: 1) disability determination reviews; 2) utilization reviews; and 3) prior authorization reviews. ODJFS seeks applicants who have training and expertise in the allopathic and osteopathic medicine. Physicians and professionals responding to this RFA may express their preference for one or more of these functions, but final work assignments for the selected physicians and professionals will be at the sole discretion of ODJFS, and will be based primarily upon greatest vendor qualifications and coverage of ODJFS need. In all cases, selected physician/professional MTAs may be required to assist in the development of documents for, and participate in, the fair hearings process. In addition, MTAs may be asked to provide technical expertise in the development of health plan policy, and staff/provider/consumer outreach and education. Primary components of the work are in electronic format, using computer systems, software, and internet. **Basic computer skills are required.**

| Prior Authorization of Medical Services and Medical Necessity Reviews | Disability Determination Reviews |
|---|--|
| <p>Medicaid providers submit plans of care, medical records and related documents and any additional clinical documentation to ODJFS. MTAs evaluate all submitted information against prior authorization criteria. MTAs are required to review medical records and any related documentation to help determine medical necessity and/or medical appropriateness of medical services. This may include participation on a Special Committee to review requests for non-covered medical services. The MTA may also be required to assist in the fair hearing process from the worksite via telephone with the consumer and his/her legal representative and a hearing officer.</p> | <p>Medicaid consumers submit medical records and related clinical documentation to ODJFS, for the determination of the existence of a disabling health condition. MTAs evaluate submitted clinical documentation and other related information against disability determination guidelines developed by the Social Security Administration (20 CFR 416.901-988). For consumers who do not have medical documentation to support the allegation of disability, the MTA prepares a summary of his/her review for use in a fair hearing. The MTA may also be required to assist in the fair hearing process from the worksite via telephone with the consumer and his/her legal representative and a hearing officer.</p> |

B. Professional Expertise Needed and Hourly Reimbursement:

Through this RLB process, ODJFS seeks to fulfill specific programmatic needs for medical technical expertise through contracts with properly qualified professionals. All MTAs must be available to work a minimum of 16 hours per month. The maximum hourly rate that would be in effect throughout the term of the contract, including any renewal period, for each medical

specialty is indicated below.

| <u>MTA Expertise</u> | <u>Hourly Rate</u> |
|---|--------------------|
| Internal Medicine (MD/DO) | \$70.00 |
| General Medicine (MD/DO) | \$70.00 |
| Pain Management (MD/DO) | \$70.00 |
| Orthopedics (MD/DO) | \$70.00 |
| Neurology (MD/DO) | \$70.00 |
| Psychiatry (MD/DO) | \$70.00 |
| General Surgery/Plastic Surgery (MD/DO) | \$70.00 |
| Ophthalmology (MD/DO) | \$70.00 |
| Psychology (PhD./Psy.D/Ed.D) | \$56.00 |
| Podiatry (DPM) | \$56.00 |
| Pharmacists (R.Ph. and/or Pharm.D.) | \$46.00 |
| Dental/Orthodontics/Oral Surgery (DDS) | \$56.00 |
| Optometry (OD) | \$56.00 |
| Respiratory Therapy (RRT) | \$42.00 |
| Physical Therapist (PT) | \$42.00 |

Number of MTAs sought: In its contractor selection process, ODJFS will consider various factors, including the current need for the services of a given specialty, and the number of hours each qualified applicant offers to make available to ODJFS per month. ODJFS prefers to meet its coverage needs by offering the fewest contracts possible, but as work volume may vary and MTA availability may also change over time, ODJFS may offer contracts to qualified applicants at any time during the effective period of this RFA. The decision of the number of contracts to be offered, and when to offer them, will be based on ODJFS work volume, the quality of responses submitted by applicants, the available number of hours offered by those applicants, and is at the sole discretion of ODJFS.

Anticipated Assignment Volume: Regardless of the number of hours offered by the selected MTAs, ODJFS does not guarantee of the volume of work that will be assigned to any MTA under contract. The actual work volume assigned to any MTA for a given period of time will be based on total ODJFS work volume, operational need, the number of qualified MTA contractors available, may vary periodically, and is at the sole discretion of ODJFS. In making work assignments, ODJFS will make reasonable attempts to consider MTA scheduling preferences.

Compensation rate: Upon proper bi-weekly invoicing, the selected MTAs will be compensated for the number of hours actually spent performing MTA services, at the rate of pay indicated above for their medical specialty. The stated hourly rate for each medical specialty indicated would be in effect throughout the term of the contract, including any renewal period.

Peer Review:

MTAs will agree to participate in a peer review process. Random samples of five (5) clinical decisions; disability determinations; client charts; prior authorization requests; and/or state hearing summaries will be conducted on a quarterly basis. MTAs may review or be reviewed by other MTAs. MTAs may be reviewed by outside sources with equal or superior licensure.

Production Standards:

MTAs will issue a minimum of two to three reviews per hour, depending upon case complexity. The Contract Manager may adjust these production standards based on operational need.

VII. Qualifications

Only those applicants who are appropriately licensed and/or credentialed professionals may submit proposals in response to this RFA. Applicants must describe how they are qualified to conduct the work described above. **Proposals must indicate how the applicant meets all professional qualifications listed in Section XII, Scoring of Applications, in order to receive appropriate consideration.** References from professional organizations and associations are to be included, and other supporting documents may also be submitted. Any interested Ohio Licensed Medical Professional may submit a response to this RFA.

VIII. Internet Question & Answer Period; RFA Clarification Opportunity

Interested parties may ask clarifying questions regarding this RFA only by using the following Internet process:

- * Access the ODJFS Web Page at <http://jfs.ohio.gov>;
- * Select “About Us” on the front page;
- * Select “Doing Business with ODJFS;”
- * Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”
- * Select RFA Number **JFSR1213078013**
- * Follow the instructions and guidelines as follows to send an e-mail question.

Questions regarding this RFA must be submitted to ODJFS using this e-mail process. ODJFS will not respond to questions submitted by any other means.

Applicants must also include their complete contact information when submitting a question.

ODJFS responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFA, for reference by all interested parties; no direct, individual responses will be made to any questions (with the possible exception of questions regarding technical difficulties accessing the RFA or its attachments). Clarifying questions asked and ODJFS responses to them comprise the “ODJFS Question and Answer Document” for this RFA. Periodically, ODJFS may post a Q & A Document containing all questions submitted up to that point and all ODJFS answers to those questions. Applications in response to this RFA are to take into account any information communicated by ODJFS in the Q & A Document available at that time. **It is the responsibility of all potential applicants to check this site on a regular basis for responses to questions, as well as for any amendments or other pertinent information regarding this RFA or any other procurement document of interest.**

Accessibility to the ODJFS Question and Answer Document will be clearly identified on the website dedicated to this RFA, **once that document is made available.**

IMPORTANT: Requests from applicants for copies of previous RFAs, past proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFA. PRRs, submitted in accordance with directions provided in Section IX, Communications Prohibition, will be honored.

Requirements under a current project may or may not be required by ODJFS under any future contract, and so may not be useful information for vendors who choose to respond to the RFA; therefore, applicants are to base their RFA responses solely on the requirements and performance expectations established in the RFA. ODJFS will use the Q&A process to answer only those questions which pertain to issues of RFA clarity, and which are not requests for public records. If applicants use the Internet Q&A process to ask questions about existing or past contracts, ODJFS will use its discretion in deciding whether those questions would add clarity to the RFA.

ODJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

IX. Communications Prohibition:

There may be no communications concerning the RFA between any interested applicant and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFA or the selection of the contractor(s).

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section VIII, Internet Question and Answer Period;
2. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor which could submit a proposal in response to this RFA;
3. As part of an interview or proposal clarification process initiated by ODJFS as necessary to make applicant selections;
4. If it becomes necessary to revise any part of this RFA, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RFA;*
5. Any Public Records Request (PRR) made through the ODJFS Office of Legal Services.

* **Important Note:** Amendments to the RFA or to any documents related to it will be accessible to interested vendors through the original web page established for the RFA. All interested vendors must refer to that web page regularly for amendments or other announcements. ODJFS will not specifically notify any vendor of changes or announcements related to this RFA except through the website posting. It is the affirmative responsibility of interested vendors to be aware of and to fully respond to all updated information posted on this web page.

ODJFS is not responsible for the accuracy of any information regarding this RFA that was obtained or

gathered through a source other than the Question and Answer process described in this RFA. Any attempts at prohibited communications by vendors may result in the disqualification of those vendors' proposals.

X. Application Submission Instructions:

Organizations or individuals who are interested in submitting applications (also called 'responses') must make their submission in accordance with these instructions. **Facsimile and electronic submissions will not be accepted.** Interested medical professionals must submit three paper copies (one signed original and two copies) and one electronic version on a CD of the proposal in an envelope or package labeled as follows:

**APPLICATION ENCLOSED FOR THE ODJFS
MEDICAL TECHNICAL ADVISORS RFA
#: JFSR1213078013 FROM [Applicant's Name]
for [Medical Specialty Offered (i.e., Internal Medicine, Psychiatry)].**

Proposals must be addressed to:

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

All submissions must be received, complete, at the above address, via mail or hand delivery. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above. ODJFS will not provide confirmation of mailed proposals; applicants may consider use of a commercial delivery or courier service if delivery confirmation is desired.

Applicants delivering their material personally should be aware of the possibility of security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31st floor.

XI. Instructions for Format of Applications:

The application must be prepared in accordance with instructions given in this section of the RFA, and be submitted in accordance with instructions found in Section X, Application Submission Instructions. Applicants must submit, at minimum, the following requirements, in the following order:

1. Completed Required Vendor Information and Certifications* (Original signed in BLUE ink); See Attachment A;

Attachment A—Section I. --In this section, the vendor is required to provide required information and certifications of eligibility for state contract awards, as described in **Attachment A—Section I.** to this RFA, entitled "Required Vendor Information & Certifications Document." Vendors may, at their discretion, either print **Attachment**

A—Section I., complete and sign it, and return it as the content of their Proposal Tab 1; or they may provide all the required information and certifications (each fully re-stated from **Attachment A.**) on their own letterhead, properly signed, and use that document as the content of their Proposal Tab 1. Vendors who fail to provide all information and certifications as described in **Attachment A—Section I.** in their Proposal Tab 1 risk disqualification.

Attachment A—Section II. -- Vendors are required to complete and sign the **Location of Business Form**, and return it as part of their Proposal Tab 1. Vendors who fail to provide a signed and completed form risk disqualification.

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

The signed originals of the above referenced forms (**RFA Attachment A., Sections I, II, and III.**) are to be provided in the vendor’s original proposal; photocopies of the completed and signed forms must also be provided with each of the required copies.

2. Application letter containing, at minimum:
 - a. A statement identifying the vendor’s discipline;
 - b. Description of qualifications to demonstrate ability to do the job;
 - c. Ability to work a minimum of 16 hours per month, and a statement of any expected availability beyond that minimum
 - d. A statement on whether the applicant’s performance under contracts for the provision of services that are the same or similar to those described in this RFA, has resulted in any formal claims for breach of those contracts; and
 - e. A statement on whether the applicant has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to vendor’s performance of services similar to those described in this RFA;
3. References from professional organizations and associations;
4. A copy of Curriculum Vitae, and
5. Photocopy of current license/credentials.

* NOTE – Items 1 is provided by ODJFS as attachments to this RFA. Applicants are to print off

these documents, complete and sign them, photocopy them, and return them as the first item in the application packet.

Vendors are strongly encouraged to review the Application Score Criteria, as found in Section XII of this RFA, to evaluate their proposals for compliance, completeness, and quality, before submitting them to ODJFS.

XII. Scoring of Applications:

ODJFS staff will initially review each application for inclusion of completed and signed Attachment A, and will determine whether any of those documents or information is missing; if so, the applicant will be notified and provided an opportunity to make the appropriate completions. If, however, the initial review establishes any reason why ODJFS would be prohibited from entering into a contract with that applicant (*e.g.*, as described in Section XIII, item L of this RFA, the applicant fails to meet standards set in Ohio Revised Code Section 9.24), that applicant will be notified of the disqualification.

A Proposal Review Team (PRT) consisting of ODJFS staff will read any such initially qualified responses, sorted by discipline, and score them according to the Application Score Criteria, below. The frequency of ODJFS application reviews will vary according to programmatic need and availability of applications to be considered. With sufficient programmatic need, ODJFS may, at its sole discretion, consider a single application in the absence of any competing applications from other medical professionals of the same category. Selection recommendations will be made by the PRT separately for each discipline. Reviewers will read each proposal individually, and through team discussion, the PRT will evaluate and score each based on scoring criteria provided below. Through consensus, the PRT will determine a final score for each, and then make recommendations to the Director of ODJFS for award of the contracts. Those recommendations may be made based on the combined factors of applicants' scores, ODJFS expectations of work volume, and the available number of hours offered by qualified applicants.

Applicants responding to this RFA will have their responses evaluated and scored based upon the following Application Score Criteria:

1. Board Certification (No points - Pass or Fail. Where applicable, interested professionals may be disqualified without further review if required certification is not documented in the application.)
– 10 points (for Pass)
2. References from four professionals in their field- **10 points**
3. Participation in any kind of independent medical review - **10 points total (as distributed below)**
 - a. Identification of medical issues that require medical advice or clarification to ensure that all medical issues identified have been adequately addressed - 4 points
 - b. Providing confirmation or rebuttal statements of other medical assessments - 4 points
 - c. Expert witness testimony at hearings and trials - 2 points
4. Participation in peer review activities - **10 points total (as distributed below)**
 - a. Previously assessed through peer review (include peer assessment) - 4 points
 - b. Participation in the peer review process as a reviewer - 4 points
 - c. Establishment of policy and quality assurance procedures for peer review -2 points
5. Experience with basic computer systems - **10 points total (as distributed below)**
 - a. Microsoft Office Suite: Word, Excel, etc - 5 points
 - b. Internet functions - 5 points

6. Experience in the clinical assessment of individuals with mental retardation and developmental disabilities and their medical and behavior support needs. - **10 points**
7. Experience reviewing electronic patient clinical records and making medical determinations relative to requests for coverage of services under any public or private health insurance program. - **10 points total (as distributed below)**
 - a. Experience reviewing electronic patient clinical records and making recommendations about the clinical evidence. - 5 points
 - b. Experience reviewing electronic health care claims prior to payment processing to determine medical necessity. - 5 points
8. Experience with the Medicaid program and/or Public Assistance Programs - **10 points**

The maximum possible points are **80**. ODJFS may reject any applications not earning a minimum of 60 points. Should ODJFS have multiple qualifying applications for a given specialty and insufficient need to offer contracts to all, contracts will be offered first to the highest scoring applicant, then the next highest applicant, etc., until the ODJFS operational need is met.

Applications from qualified professionals who are not offered contracts due to insufficient need at the time the applications were received and reviewed may be held by ODJFS for up to one year. Should operational need increase, ODJFS may then consider those applicants (after requesting any reviewing any updated information to determine continuing qualifications), and offer contracts as needed based on the highest scoring applications then in ODJFS possession.

ODJFS reserves the right to reject any and all applications, in whole or in part, received in response to this request. ODJFS may waive minor defects that are not material when no prejudice will result to the rights of any applicant or to the public, and ODJFS reserves the right to seek clarifications from applicants regarding information contained in their proposals, and/or to require interviews with applicants.

XIII. RFA Process Information and Other Contractual Requirements:

A. State Contracts

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

B. Interview

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

C. Start Work Date

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

D. Proposal Costs

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

E. Trade Secrets Prohibition; Public Information Disclaimer

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

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

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

F. Contractual Requirements

1. Any contract resulting from the issuance of this RFA is subject to the terms and conditions as provided in the model contract, which is included as **Attachment B** of this RFA;
2. Many of the terms and conditions contained in the model contract (**See Attachment B**) are required by state and federal law; however, the vendor may propose changes to the model contract by annotating the model, and returning it with the vendor's proposal submission. Any such proposed changes are subject to ODJFS review and approval;
3. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;
4. All aspects of the contract apply equally to work performed by any and all subcontractors;

5. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFA. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
6. As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law; and
7. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect.

G. Travel and Parking Expense Reimbursement

No travel or parking expenses will be covered.

H. Public Release of Records

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

I. Confidentiality

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

J. Ethical & Conflict of Interest Requirements

1. No contractor or individual, company or organization seeking a contract shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
2. No contractor or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees;
3. Any contractor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or in conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the contract or refusal by ODJFS to enter into a contract; and

4. ODJFS employees and contractors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

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

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

HIPAA compliance requires, at minimum, that the contractor:

- Shall not use or disclose PHI except as specifically required under the terms of the contract with ODJFS, or as otherwise required under the HIPAA regulations or other applicable law.
- Shall use appropriate safeguards to protect against use or disclosure not provided for by the contract.
- Shall promptly report to ODJFS any knowledge of uses or disclosures of PHI that are not in accordance with the contract or applicable law. In addition, the contractor shall mitigate any adverse effects of such a breach to the extent possible.
- Shall ensure that all its agents and sub-contractor(s) that receive PHI from or on behalf of the contractor and/or ODJFS agree to the same restrictions and conditions that apply to contractor with respect to the use or disclosure of PHI.
- Shall make available to ODJFS such information as ODJFS may require fulfilling its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and related regulations.
- Shall make PHI available to ODJFS in order for ODJFS to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by ODJFS, incorporate any amendments into the information held by the contractor and ensure incorporation of any such amendments into information held by its agents or sub- contractor(s).
- shall make available its internal practices, books and records relating to the use and disclosure of PHI received from ODJFS, or created and received by the contractor on behalf of ODJFS, to ODJFS and to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining ODJFS compliance with HIPAA and the regulations promulgated by the United States Department of Health & Human Services and any amendment thereto.

- Shall, upon termination of the contract, at the option of ODJFS, return to ODJFS, or destroy, all PHI in its possession, and keep no copies of the information except as requested by ODJFS or required by law. If the contractor or its agent or sub-contractor(s) destroy any PHI, then the contractor will provide ODJFS with documentation evidencing such destruction. Any PHI maintained by the contractor shall continue to be extended the same as required by HIPAA and ODJFS for as long as it is maintained.

In the event of a material breach of contractor obligations under this section, ODJFS may at its option terminate the contract according to provisions within the contract for termination.

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

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

M. Mandatory Contract Performance Disclosure

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

N. Mandatory Disclosures of Governmental Investigations

Each proposal must indicate whether the vendor and any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to vendor’s performance of services similar to those described in this RFA. If any such instances are disclosed, vendor must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against vendor by the governmental agency. While disclosure of any governmental action in response to this

section will not automatically disqualify a vendor from consideration, such governmental action and a review of the background details may result in a rejection of the vendor's proposal at the sole discretion of ODJFS. The decision by ODJFS on this issue will be based on a determination of the seriousness of the matter, the matter's potential impact on the vendor's performance of the work, and the best interests of ODJFS.

O. Vendor Selection Restriction

Any applicant deemed not responsible, or submitting a proposal deemed not to be responsive to the terms of this RFA, shall not be offered a contract.

P. Waiver of Minor Proposal Errors

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

XIV. Final Selection:

The PRT will recommend for selection the highest-scoring technically qualified applicant or applicants sufficient to meet programmatic need. Results from any interview (if appropriate) will be considered in reevaluating the applicant's score.

At its sole discretion, ODJFS may choose to conduct interviews prior to final selection. Interview question responses will then be considered according to a process comparable to the Technical Proposal Scoring described in Section XII, Scoring of Vendor Applications.

XV. Tie Breaker:

In the event that two or more of the proposals have a score which is tied after final calculation of both the technical proposal and the cost proposal, the PRT reserves the right to make selections based on current operational needs.

XVI. Protest Procedure:

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

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFA. The protest shall be in writing and shall contain the following information:
 - 1. The name, address, and telephone number of the protestor;

2. The name and number of the RFA being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;
 5. A statement as to the form of relief requested from ODJFS; and
 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.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal Services, within the following periods:
1. A protest may be related to the announced intent to award a contract or to reject an applicant's proposal. Such a protest will be deemed timely and shall be considered by ODJFS if it is received by ODJFS' Office of Legal Services no later than 3:00 p.m. of the tenth (10th) calendar day after the issuance of the ODJFS letter announcing the ODJFS decision regarding an applicant's proposal.
 2. A protest may be based on alleged improprieties in the issuance of the RLB; the RLB requirements or any other information written into, or attached to, the RLB; any procurement processes described in the RLB such as the vendor selection process; or any other procurement-related event, other than an announcement by ODJFS of its decision regarding award of a contract to an applicant. A protest such as this shall be filed by the party identifying the possible impropriety as soon as practicable. However if the party protesting the alleged impropriety has already submitted an application in response to the RFA prior to filing the protest with the ODJFS Office of Legal Services, that protest will not be deemed timely and will not be considered.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Legal Services after the time periods set forth in Items B. 1 and B. 2 of this section.
- D. All protests must be filed at the following location:
- Chief Legal Counsel
Office of Legal Services
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-0423
- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. ODJFS' Office of Legal Services shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

XVII. Caveats:

ODJFS is under no obligation to issue any contract as a result of this solicitation if, in the opinion of ODJFS and the proposal review team, none of the applications are responsive to the objectives and needs of the Department. ODJFS reserves the right to select no applicants should ODJFS decide not to proceed. Changes in this RFA of a material nature will be provided via the agency website. All vendors are responsible for obtaining any such changes without further notice by ODJFS.

XVIII. Attachments to this RFA:

- A. **Required Vendor Information and Certifications** *(All three (3) sections to be completed & included in vendor proposal packet as specified in Section XI.)*
- B. **ODJFS Model Contract** *(Provided for applicant reference, only - do **NOT** return in application packet.)*

Thank you for your interest in this project.

Attachment A consists of 3 distinct and different sections. All sections must be completed and included in Tab 1 of the proposal.

Section 1 – Required Vendor Information

Section 2 - Location of Business Form

Section 3 – Declaration Regarding Material Assistance

Attachment A

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

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

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

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

Vendors must provide all information

| | |
|---|---|
| 1. ODJFS RFP/RLB #: | 2. Proposal Due Date: |
| 3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made) | |
| 4. Vendor Corporate Address: | 5. Vendor Remittance Address: (or “same” if same as Item # 5) |
| <p>6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>:</p> <p>Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ and Fax #: _____</p> <p>For all proposals submitted to ODJFS via commercial courier (e.g., those not hand-delivered to ODJFS), the vendor representative listed here will receive a confirmation at the e-mail address provided above. If the vendor does not receive a confirmation of receipt of the proposal within four business days following the submission deadline of proposals as specified in the RFP/ RLB, the vendor should contact the ODJFS RFP/RLB Unit at ODJFS_RFP_RLB_UNIT@jfs.ohio.gov to report it. This confirmation only signifies receipt of the proposal by ODJFS, and does not imply that the vendor’s proposal is complete or qualified for the consideration for the award. Vendors must adhere to all communication prohibitions stated in the RFP/RLB. A vendor who attempts any prohibited communications may be disqualified by ODJFS from consideration for this project.</p> | |
| <p>7. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):</p> <p>Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ and Fax #: _____</p> | |
| <p>8. Is this vendor an Ohio certified MBE? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, attach a copy of current certification to proposal\bid. (If ODJFS has specified the RFP\RLB\purchase document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification <u>WILL RESULT IN DISQUALIFICATION.</u>)</p> | |

9. Mandatory Vendor Certifications:

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

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

AND

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

AND

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

10. Location of Business Declaration: Vendors responding to any ODJFS RFP/RLB/RFGA (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the "Location of Business Form," which is the final page of this attachment. **FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THIS FORM, INCLUDING THE "LOCATION OF BUSINESS FORM," WILL RESULT IN DISQUALIFICATION OF THE VENDOR FROM CONSIDERATION FOR AWARD OF AN ODJFS CONTRACT.**

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

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

Nationwide:

Ohio Offices:

Total Number of Employees: _____

% of those who are Women: _____

% of those who are Minorities: _____

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

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

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

Subcontractor Name: _____

Address: _____

Work To Be _____

Performed: _____

(a brief description) _____

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

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

Nationwide:

Ohio Offices:

Total Number of Employees: _____

% of those who are Women: _____

% of those who are Minorities: _____

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

Total number of contracts: _____

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

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

Attach additional pages if needed

12. Vendor and Grantee Ethics Certification

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

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

Signature of authorized agent

Date

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

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

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

Attachment A.

Location of Business Form

Pursuant to Governor's Executive Order 2010-09S (www.governor.ohio.gov), no public funds shall be spent on services provided offshore. This form serves as a certification of compliance with this policy and required disclosures. Please answer the following questions about the project or service you are seeking to perform for or the funding for which you are applying from the Ohio Department of Job and Family Services:

- 1. Provide the location(s) from which all the work related to this project will be performed, including any subcontract work, if different from the location of principal place of business.**

- 2. Provide the location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored.**

- 3. Identify any subcontractors that will be providing any services under this agreement, and specify the location of the principal place of business of those subcontractors.**

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2010-09S. I attest that no funds provided by ODJFS for this project or any other agreement will be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. I will promptly notify ODJFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip



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

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

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

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

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

DECLARATION

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

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

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

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

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

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

CERTIFICATION

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

X

Signature

Date

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

C-00-00-0000

RECITALS:

This Contract is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and **Vendor Name** (hereinafter referred to as "CONTRACTOR").

- A. (Optional) ODJFS issued a Request for Proposal (RFP) titled _____, numbered _____, and dated _____, which is hereby incorporated by reference.
- B. (Optional) The ODJFS proposal review team recommended for award the Proposal of CONTRACTOR dated [DATE] which is hereby incorporated by reference.
- C. (Optional) In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal, or this Contract, the provisions of this Contract will determine the obligations of the parties. In the event that this Contract fails to clarify any inconsistency or ambiguity between the RFP and the Proposal, the RFP will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODJFS.

ARTICLE I. PURPOSE; DELIVERABLES

- A. The purpose of this Contract is **INSERT PURPOSE**. CONTRACTOR will perform its responsibilities under this Contract in accordance with the RFP and the Proposal. The responsibilities ("Deliverables") are summarized as follows:

INSERT DELIVERABLES

- B. The ODJFS Contract Manager is **OJFS Contract Manager**.
- C. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten (10) days after CONTRACTOR's receipt of the requests or instructions. ODJFS and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify the ODJFS Contract Manager pursuant to ARTICLE V of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. Ownership of Deliverables:
 - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

2. All Deliverables provided or produced pursuant to this Contract will be considered "works made for hire" within the meaning of copyright laws of the United States and the State of Ohio. ODJFS is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables is deemed not a "work made for hire," or if there are any rights in the Deliverables not conveyed to ODJFS, CONTRACTOR agrees to, and by executing this Contract does, assign ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.
3. CONTRACTOR understands that it must submit a written request to ODJFS and receive express written permission from ODJFS include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for CONTRACTOR.

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (see ARTICLE II, Section B, *infra*) or _____, whichever is later, through _____, unless this Contract is suspended or terminated pursuant to ARTICLE IV prior to the expiration date. **This Contract may be renewed through June 30, 2013, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. In addition to Section A above, it is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Contract Manager will notify CONTRACTOR when this certification is given.

ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT** Dollars (**\$TOTAL**). ODJFS will pay an amount up to **SFY1 AMT** Dollars (**\$\$SFY 1**) for State Fiscal Year **SFY1** and up to **SFY2 AMT** Dollars (**\$\$SFY2**) for State Fiscal Year **SFY2** expressly for the completion of the Deliverables described in ARTICLE I. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.
- B. Compensation will be paid ...
- C. CONTRACTOR will submit three (3) copies of detailed invoices on a **monthly, quarterly, annual** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 38th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
 1. CONTRACTOR's name, complete address, and federal tax identification number;
 2. Contract number and dates;
 3. Purchase order number;
 4. Amount and purpose of the invoice;
 5. Description of Deliverables performed during the billing period; and

6. Receipt or other proof of costs paid by CONTRACTOR for which CONTRACTOR is seeking reimbursement.
- D. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date specified in ARTICLE II.
- E. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than ninety (90) days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. Subject to the provisions of ORC 126.07 and 131.33, which will at all times govern this Contract, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Contract;
 2. It intends to maintain this Contract for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
 3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Agreement. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- G. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODJFS loses funding as described in ARTICLE III, Section F;
 2. ODJFS discovers any illegal conduct by CONTRACTOR; or
 3. CONTRACTOR has violated any provision of ARTICLE VIII.
- D. Except as provided in Sections A and B of this ARTICLE V, CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section C, "persistent" means that ODJFS has notified CONTRACTOR three (3) times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period

than the thirty (30) calendar days generally applicable in this Section C. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.

- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables;
 3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Deliverables and includes the results accomplished and the conclusions reached through Deliverables; and
 4. Perform any other tasks ODJFS requires.
- F. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODJFS terminates this Contract for any reason provided in this ARTICLE, except for termination at will pursuant to Section A or termination for loss of funding pursuant to Section B, ODJFS will be entitled to utilize another contractor to complete the Deliverables described in ARTICLE I of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section G is in addition to any other remedies available to ODJFS pursuant to this Contract.
- H. Upon CONTRACTOR's breach or default of provisions, obligations, or duties embodied in this Contract or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or CONTRACTOR fails to perform any obligation under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE V. NOTICES

- A. ODJFS and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager pursuant to ARTICLE I, Section C of this Contract.
- B. Notices to ODJFS from CONTRACTOR that concern changes to CONTRACTOR's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Contract will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of the this Contract.

- D. All notices in accordance with Sections B and C of this ARTICLE will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

CONTRACTOR agrees that all records, documents, writings, and other information, created or used pursuant to this Contract will be treated according to the following terms, and that the terms will be included in any subcontracts executed for the performance of the Deliverables under this Contract:

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODJFS provides to the specific Deliverables specified in ARTICLE I of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. CONTRACTOR agrees that the terms of this Section B will be included in any subcontract executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but are not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three (3) years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Circulars A-110, A-122, and A-133. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.
- E. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Section 1320 of the United States Code (42 USC 1320d -1320d(8)) and the implementing regulations found at Title 45, Parts 164.502 and 164.504 of the Code of Federal Regulations (45 CFR 164.502(e) and 164.504(e)) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). CONTRACTOR further agrees to include the terms of this Section E in any subcontracts that may be executed pursuant to this Contract.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the

correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.

- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least 10 (ten) days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Contract amount specified in ARTICLE III of this Contract.

ARTICLE VIII. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Contract and by executing this Contract, CONTRACTOR hereby affirms current and continued compliance with each condition listed in this ARTICLE. CONTRACTOR's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Contract:

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three (3) years preceding this Contract neither CONTRACTOR nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.
 3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
 5. **Material Assistance to Terrorist Organization.** CONTRACTOR affirms that CONTRACTOR, its principals, affiliated groups, or persons with a controlling interest in CONTRACTOR's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
 2. **Fair Labor Standards and Employment Practices.**
 - a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. CONTRACTOR will ensure that all applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training—including apprenticeship—or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status.
 - c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
 3. **Ethics Laws.** CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
 4. **Conflicts of Interest.**
 - a. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - b. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
 - c. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising

interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.

5. **Lobbying Restrictions.**

- a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODJFS through this Contract or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

6. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

7. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

8. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

9. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

10. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008—13S, CONTRACTOR agrees to purchase goods and services under this Contract from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth, and Equity ("EDGE") vendors whenever possible. CONTRACTOR agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.

11. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees

that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- D. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE IV. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

ARTICLE X. CONSTRUCTION

This Contract will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Contract be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Contract will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Contract impossible.

Signature Page Follows:

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

SIGNATURE PAGE

C-00-00-0000

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Vendor Name

Ohio Department of Job and Family Services

Authorized Signature (Blue Ink Please)

Douglas E. Lumpkin, Director

Printed Name

Date

Date

Address

Address

City, State, Zip

City, State, Zip

Draft