

KONY Migration Services

JFS-RFQ-22238231

July 21, 2021

The purpose of this Request for Quote (RFQ) is to procure deliverable-based, not to exceed services, from the awarded vendor to move five (5) Job and Family Services (JFS) mobile applications from our on premise network to an established KONY Cloud environment. In addition, set-up the App Factory within this cloud so that JFS can perform development activities. The five (5) JFS mobile applications are:

1. Child Support – Simple Object Access Protocol (SOAP) Services
2. Hearing and Appeals Tracking System (HATS) – Representational State Transfer (REST) Services
3. JFS Rapid Response – Simple Object Access Protocol (SOAP) & United States Postal Services (USPS)
4. Ohio Labor Market Information (LMI) –Push Notifications
5. Ohio Supplemental Nutrition Assistance Program (OhSNAP) – Java, Java Script Object Notation (JSON) and Lightweight Directory Access Protocol (LDAP) Services + Push Notifications

Request for Quote JFS-RFQ-22238231 is issued by the ODJFS, Office of Contracts and Acquisitions (OCA). This is an open market opportunity with a preference for Ohio companies. For this solicitation only, interested vendors are encouraged to propose the use of current agreements with the State of Ohio to govern the quote being provided. In addition, vendors are invited to respond with a company letterhead quote for “KONY Professional Services”.

**Please carefully review details within this document prior to submitting your company quote. The vendor quote must include the following for evaluation and award considerations:**

1. Quote must be valid for 90 days and provided on Company Letterhead and must contain contact name, business phone number(s) and e-mail address.
2. Quote must include a statement that the deliverable costs are firm and fixed.
3. Vendor must not submit a proprietary or confidential quote.
4. Vendors must agree to leverage the attached ODJFS contract template with no exceptions unless leveraging a current agreement with the State of Ohio or public sector. Vendors may sign and date the attached ODJFS contract to expedite the signature process, if selected.
5. Vendors who propose to use a current agreement with the State of Ohio or public sector must include the fully executed agreement with the quote.
6. Vendors must complete and sign the Offshore waiver attached to the RFQ.
7. Vendors must concisely describe its organization experience, capacity and capabilities including any subcontractors proposed to deliver the services as described in the RFQ. Please limit the description to no more than two (2) pages.
8. Quotes failing the mandatory qualification will be disqualified.
9. Vendor must provide, at a minimum, a statement affirming and agreeing to the required scope of services and provide descriptions of the solutions and services that will be performed to meet the objectives and requirements (Scope of Work/Services and Maintenance and Operations) stated within this RFQ. Vendors are to limit the marketing material provided in its response so that the focus is on the proposed solutions and services being offered. Vendor must provide a high-level Implementation Plan, Work Breakdown Structure (WBS) and project schedule for the required services to be delivered.
10. Vendors must provide a statement of understanding and agreement with the JFS DAS Security Supplement Addendum, unless taking exception to its requirements. Taking exception to requirements may be cause for disqualification.
11. Vendors must clearly articulate in a separate section of its response any assumptions made in preparing the response.

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12. Quote must be in the defined format, complete, meet the mandatory qualification and the proposed total in the Quote will be used for evaluation purposes only and is not a guarantee of agents and staff needed.
13. ODJFS will only compensate the vendor for completed deliverables based on pricing in the agreement.
14. ODJFS may request interviews or presentations to validate the quote; ODJFS may request interviews/presentations from the highest-ranked vendors and reserves the right to bypass interviews and presentations altogether.
15. ODJFS will rank the vendors based on the best value including, but not limited to, the proposed solutions and services; proposed staff experience and expertise; company's experience and capacity; Proposed Implementation Plan, WBS and Project Schedule; time to market for the services; Ohio preference and Total Cost of Ownership inclusive of proposed fees.
16. ODJFS will apply an Ohio Presence Preference to qualifying Quotes that include sufficient evidence of satisfying the Ohio Presence criteria. This preference will be applied to the proposed fees and may be used to select the winning vendor in the event that best value among multiple vendors are determined to be comparably equivalent best value by ODJFS.
17. ODJFS may not award to a vendor deemed not responsive or responsible, including not in good standing with previous clients or the public sector, has unsatisfactory references, etc.
18. RFQ Award will be based on best value and formalized via a contract between the selected vendor and ODJFS.
19. ODJFS may, at its sole discretion, waive minor errors or omissions in the quotes.
20. ODJFS reserves the right to request clarifications from vendors.
21. ODJFS may select a single vendor or multiple vendors for contract award as a result of this RFQ or cancel the RFQ.
22. Vendors must organize its Quote as follows (preferably separated by tabs).
  - a. Cover Letter on company letterhead that addresses items 1 and 2 above.
  - b. Agreement Tab that addresses item 4 or 5 and includes item 6 above.
  - c. Organization Experience and Capabilities Tab that addresses items 7 and 8 above.
  - d. Mandatory Requirements Tab that addresses item 9 above.
  - e. Proposed Services Tab that addresses item 11, 12 and 13 above.
  - f. Assumptions Tab that addresses item 14 above.
  - g. Ohio Preference Tab, if applicable, that addresses item 19 and the requirements within the RFQ.
  - h. Fees Tab that identifies all costs and addresses the requirements within the RFQ.

In developing its Response, vendors must fully and appropriately plan and price their Quote, including all necessary preparatory and intervening steps, regardless of whether those steps are delineated in this RFQ. The vendor's response must contain the following components identified in a-h above, at a minimum. Quotes must be organized in the order described and wherever appropriate, sections of the response should make reference by section number to those RFQ requirements to which they correspond.

To respond to this request for quote, attach your company letterhead quote in an e-mail to [JFS-IT-BID-REQUEST@jfs.ohio.gov](mailto:JFS-IT-BID-REQUEST@jfs.ohio.gov) with e-mail subject JFS-RFQ-22238231 on or before 8:00 AM EST, Thursday, July 29, 2021. **All quotes must be good for ninety (90) days** and late e-mail responses will not be evaluated for the RFQ award. The inquiry process for this solicitation will be from Wednesday, July 21, 2021 through 8:00 AM EST Monday, July 26, 2021.

### Scope of Work

## KONY Migration Services

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The purpose of this Request for Quote (RFQ) is to procure deliverable-based, not to exceed services, from the awarded vendor to move five (5) Job and Family Services (JFS) mobile applications from our on premise network to an established KONY Cloud environment. In addition, set-up the App Factory within this cloud so that JFS can perform development activities. The five (5) JFS mobile applications are:

6. Child Support – Simple Object Access Protocol (SOAP) Services
7. Hearing and Appeals Tracking System (HATS) – Representational State Transfer (REST) Services
8. JFS Rapid Response – Simple Object Access Protocol (SOAP) & United States Postal Services (USPS)
9. Ohio Labor Market Information (LMI) –Push Notifications
10. Ohio Supplemental Nutrition Assistance Program (OhSNAP) – Java, Java Script Object Notation (JSON) and Lightweight Directory Access Protocol (LDAP) Services + Push Notifications

### Tasks should include, but not limited to:

- A. Tasks for Infrastructure/Network Setup
  - Environments (Development, System Test and Production)
  - Cloud Accounts Organization, Users and Permission
  - VPN Connections/White listing needs to be setup – Awarded Vendor Cloud Team and OIT/JFS team needs to work together
  - Process for PROD deployment and permissions
- B. Tasks to Be Done for Each App
  - After Infrastructure/network setup has been completed/done:
    - Import Fabric App (Integration/Identity/Engagement Services)
    - Configure Push Notifications
    - May need to modify CI)/CD Scripts for deployments until App Factory is setup
    - Publish/Deploy
    - Build Client Pointing to Fabric Cloud and Test
    - Build for PROD, Test and Submit to Stores
- C. Training & Transition
  - Once the initial setup and builds are completed, Awarded Vendor is to provide the training and transition to the JFS IT team to ensure future builds and updates are seamlessly handled.

### Additional Information

#### Responsibility of JFS

- Support from Network team for establishing Internet Protocol (IP) Whitelist/VPN Connectivity
- Test the apps after moving to Cloud
- Prod deployment of the apps
- Submit the app to stores/Enterprise Mobility Management (EMM)
- Participate in training & Knowledge transition

### Submitted Quotes

- Submitted Quote for this service is to be deliverable-based, not to exceed cost.
- Vendor submittals should include resource breakdown structure with individual rates

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- Vendor submittal should include Project Timeline

**Ohio Presence**

For purposes of this RFQ, ODJFS is applying a 5% Ohio preference to Quotes that satisfy one of the two criteria below.

1. A vendor is an Ohio company if the company is headquartered in Ohio where services are produced/performed. Vendors are to indicate the physical address of its Ohio headquarters and the total number of Ohio and Nationwide employees, respectively.
2. A vendor has significant economic presence within the state of Ohio when the following criteria are met:
  - a) Vendor has paid the required taxes due the state of Ohio.
  - b) Vendor is registered with the Ohio Secretary of State. Questions regarding registration should be directed to (614) 466-3910 or visit their web site at: <http://sos.state.oh.us/>
  - c) Sufficient supporting documentation must be provided to demonstrate meeting items a and b above.

The 5% Ohio preference is for the sole purposes of evaluating and selecting vendor(s) for contract award and does not alter the vendors proposed pricing and firm rates. Where the preliminary analysis identifies the apparent low quote(s) are non-Ohio quote(s), the preference shall be applied by increasing the non-Ohio quote(s) by five percent and re-ranking the quotes by lowest cost.

**Fee**

Vendors are to provide proposed fees in the format provided and the fee table must be complete. ODJFS will compensate the vendors for each of the five (5) mobile applications that are moved from the ODJFS on premise network to an established KONY Cloud environment:

1. Child Support – Simple Object Access Protocol (SOAP) Services
2. Hearing and Appeals Tracking System (HATS) – Representational State Transfer (REST) Services
3. JFS Rapid Response – Simple Object Access Protocol (SOAP) & United States Postal Services (USPS)
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The scope of services described herein will be billed based on the firm rates in the table below.

Description	Proposed Pricing
Child Support – Simple Object Access Protocol (SOAP) Services	\$
Hearing and Appeals Tracking System (HATS) – Representational State Transfer (REST) Services	\$
JFS Rapid Response – Simple Object Access Protocol (SOAP) & United States Postal Services (USPS)	\$
Ohio Labor Market Information (LMI) – Push Notifications	\$
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<b>Estimated Total Fees</b>	<b>\$</b>
<b>5% Ohio Preference*</b>	<b>\$</b>

\*The 5% Ohio Preference is for evaluation purposes only and does not modify actual fees.

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AFFIRMATION AND DISCLOSURE FORM

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By the signature affixed hereto, the Contractor affirms and understands that if awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States, nor allow State data to be sent, taken, accessed, tested, maintained, backed-up, stored or made available remotely (located) outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

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\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: \_\_\_\_\_

(Contractor)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**C-2223-00-0000**

**RECITALS:**

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

- A. ODJFS issued a Request for Proposals (RFP) titled\_\_\_\_\_, numbered\_\_\_\_\_, and dated [DATE], which is hereby incorporated by reference.
- B. The ODJFS proposal review team recommended for award the Proposal of CONTRACTOR, submitted by CONTRACTOR by [Date] which is hereby incorporated by reference.
- C. 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 the dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODJFS.
- D. Key personnel that are identified by the CONTRACTOR as critical to the success of the Contract may not be removed without a reasonable notice to ODJFS, and replacements will not be made without ODJFS approval.

**ARTICLE I. PURPOSE; DELIVERABLES**

- A. CONTRACTOR will perform its responsibilities (Deliverables) under this Contract as follows: OR CONTRACTOR will perform its responsibilities (Deliverables) under this Contract in accordance with the RFP and the Proposal. The Deliverables are summarized as follows:
- B. The ODJFS Contract Manager is **Name**, or successor.
- 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 10 business 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 ODJFS pursuant to the notice provisions 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 material, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted material 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 to 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 or an advertisement for CONTRACTOR.

D. [UNIVERSITY RESEARCH] The Deliverables produced by CONTRACTOR under this Contract will be copyrighted in the name of CONTRACTOR. However, CONTRACTOR is required to obtain prior approval from ODJFS for release of any results, including preliminary and/or final results, related to funded projects or funded data under this Contract, and any documents, reports, data, photographs (including negatives), electronic reports and records, and other media under this Contract. CONTRACTOR hereby grants to ODJFS a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any Deliverable either in whole or in part, and to produce derivative works. CONTRACTOR will assure that all products contain appropriate copyright attribution and ODJFS will treat Deliverable products as the intellectual property of CONTRACTOR for purposes of ORC 149.43. CONTRACTOR further reserves the right to use the Deliverables produced under this Contract for research and academic purposes, including the right to publish the work in scholarly journals or other academic publications.

**ARTICLE II. EFFECTIVE DATE OF THE CONTRACT**

- A. This Contract is in effect from \_\_\_\_\_ or the date of issuance of an approved State of Ohio purchase order, whichever is later, through \_\_\_\_\_, unless this Contract is suspended or terminated prior to the expiration date. This Contract may be renewed through \_\_\_\_\_, 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. 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. ODJFS will pay an amount up to SFY1 AMT and for State Fiscal Year (SFY) 2022, and up to SFY2 AMT for SFY 2023, expressly for the completion of the Deliverables. 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. It is further agreed that reimbursement of travel expenditures shall not exceed (\$SFY1 Travel) for SFY 2022 and (\$SFY2) for SFY 2023, which amount (s) is/are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to

the limits as established pursuant to ORC 126.31, which are set forth in OAC 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. CONTRACTOR expressly agrees not to submit claims for expenses which do not meet the requirements of this Section and further agrees to submit all claims to the ODJFS Contract Manager for approval prior to submitting a claim for reimbursement.

- C. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Contract Manager as long as the total amounts per SFY and the total overall Contract amount remains unchanged. Any changes to the travel costs will require a written amendment to this Contract.
- D. Compensation will be paid upon completion and acceptance of the Deliverables pursuant to CONTRACTOR's accepted budget [or cost proposal] as incorporated below [or as attached].
- E. CONTRACTOR will submit a detailed invoice(s) on a one-time, monthly, quarterly, annual basis to the ODJFS, Contract Manager, Office, Office Address OR Bureau of Accounts Payable at 30 East Broad Street, 37th 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, including such detail as required per the compensation section of this Contract; Deliverables completed, description of services rendered, hourly rates and number of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
  5. Description of Deliverables performed during the billing period; and
  6. Other documentation requested by the ODJFS Contract Manager.
- F. 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 of this Contract.
- G. 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. State of Ohio purchase orders are issued per SFY. CONTRACTOR must submit final invoices for payment for each SFY no later than 90 calendar days after the end date of each SFY, or if earlier, the end date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- H. 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.
- I. 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 SFY, 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. Contract Termination. If CONTRACTOR fails to perform any one of its obligations under this Contract, it will be in default and ODJFS may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by ODJFS.
1. Termination for Default. If CONTRACTOR's default is unable to be cured in a reasonable time, ODJFS may terminate the Contract by written notice to the CONTRACTOR.
  2. Termination for Persistent Default. ODJFS may terminate this Contract by written notice to CONTRACTOR for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After ODJFS has notified CONTRACTOR of its third default, ODJFS may terminate this Contract without providing CONTRACTOR with an opportunity to cure, if CONTRACTOR defaults for a fourth time. The four defaults are not required to be related to each other in any way.
  3. Termination for Endangered Performance. ODJFS may terminate this Contract by written notice to the CONTRACTOR if ODJFS determines that the performance of the Contract is endangered through no fault of ODJFS.
  4. Termination for Financial Instability. ODJFS may terminate this contract by written notice to CONTRACTOR if a petition in bankruptcy or similar proceeding has been filed by or against the CONTRACTOR.
  5. Termination for Delinquency, Violation of Law. ODJFS may terminate this Contract by written notice, if it determines that CONTRACTOR is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. ODJFS also may cancel this Contract, if it determines that CONTRACTOR has violated any law during the performance of this Contract. However, ODJFS may not terminate this Contract if the CONTRACTOR has entered into a repayment agreement with which the CONTRACTOR is current.
  6. Termination for Subcontractor Default. ODJFS may terminate this contract for the default of the CONTRACTOR or any of its subcontractors. The CONTRACTOR will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify ODJFS for any liability to them. Subcontractors will hold ODJFS harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the CONTRACTOR for any compensation to which they may be entitled.
  7. Termination for Failure to Retain Certification. Pursuant to O.R.C. Section 123.151 and 123.152 of the Revised Code, ODJFS may certify businesses for participation in state sponsored business assistance programs. After certification is obtained it is the responsibility of the CONTRACTOR to maintain certification. If the CONTRACTOR is awarded a contract pursuant to a certification program and fails to renew its certification and/or is decertified, ODJFS may immediately cancel the contract.
  8. Termination for Convenience. ODJFS may terminate this Contract for its convenience after issuing written notice to the CONTRACTOR. If the termination is for the convenience of ODJFS, the CONTRACTOR will be entitled to compensation for any Deliverable that the CONTRACTOR has delivered before the termination. Such compensation will be the CONTRACTOR's exclusive remedy in the case of termination for convenience and will be available to the CONTRACTOR only after the CONTRACTOR has submitted a proper invoice for such, with the invoice reflecting the amount determined by ODJFS to be owing to the CONTRACTOR.
  9. Termination, Effectiveness, Contractor Responsibilities. The notice of termination whether for cause or without cause will be effective as soon as CONTRACTOR receives it. Upon receipt of the notice of termination, CONTRACTOR will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the CONTRACTOR will incur related to this Contract. The CONTRACTOR will immediately prepare a report and deliver it to ODJFS. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the CONTRACTOR in doing the Project to date and any deliverables completed or partially completed but not delivered to ODJFS at the time of termination. Any and all work, whether

completed or not, will be delivered to ODJFS along with the specified report. However, if delivery in that manner would not be in ODJFS's interest, then the CONTRACTOR will propose a suitable alternate form of delivery.

- B. Contract Suspension. If CONTRACTOR fails to perform any one of its obligations under this Contract, it will be in default and ODJFS may suspend rather than terminate this Contract where ODJFS believes that doing so would better serve its interest.

In the case of a suspension for ODJFS's convenience, the amount of compensation due to the CONTRACTOR for work performed before the suspension will be determined in the same manner as provided in this section for termination for ODJFS's convenience or the CONTRACTOR may be entitled to compensation for work performed before the suspension, less any damage to ODJFS resulting from the CONTRACTOR's breach of this Contract or other fault.

The notice of suspension, whether with or without cause, will be effective immediately on the CONTRACTOR's receipt of the notice. The CONTRACTOR will immediately prepare a report and deliver it to ODJFS as is required in the case of termination.

#### 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.
- 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 this Contract.
- D. All notices 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., registered or certified mail, postage prepaid).

#### 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 subcontract agreements 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.
- A. [UNIVERSITY] ODJFS agrees that any media (including documents, reports, data, photographs, negatives, electronic reports and records) produced pursuant to this Contract or acquired with Contract funds will become the property of CONTRACTOR; however, CONTRACTOR hereby grants to ODJFS a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any such media. CONTRACTOR will assure that all products contain appropriate copyright attribution and ODJFS

will treat Deliverable products that contain appropriate copyright attribution as the intellectual property of CONTRACTOR for purposes of ORC 149.43.

- B. All ODJFS information that is classified as public or private under Ohio law 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 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 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 secret" found at ORC 1333.61. CONTRACTOR will defend such a claim.
- D. For Audit Purposes Only: 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 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) Omni-Circular, Title 2 of the Code of Federal Regulations (CFR) Part 200. 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. 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 in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Contract is **INSERT RECORDS SCHEDULE [Must be minimum of three years, 2 CFR 200.333]**. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. CONTRACTOR agrees to retain all records in accordance with any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require CONTRACTOR to keep the records longer than the approved records retention schedule. CONTRACTOR will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If CONTRACTOR fails to retain the pertinent records after receiving a litigation hold from ODJFS, CONTRACTOR agrees to pay all costs, damages and expenses associated with any cause, action or litigation arising from such destruction.
- G. If applicable, CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (42 USC 1320d-1320d-8) and the implementing regulations found at 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). If applicable, CONTRACTOR further agrees to include the terms of this section 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. **It is agreed that line item budget**



modifications may be made, in writing, upon approval by the ODJFS Contract Manager without a written amendment pursuant to ARTICLE III. 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 business 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, 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 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 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.
- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section, 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.

Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section 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, including ORC 125.111 and all related Executive Orders.
  - b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, ancestry, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
  - 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. If applicable, CONTRACTOR agrees to comply with the provisions of Equal Employment Opportunity Clause (41 CFR Part 60), the Davis-Bacon Act (40 USC 3141-3148), the Copeland Act (40 USC 3145), and the Contract Work Hours and Safety Standards Act (40 USC Chapter 37), regarding labor standards for federally assisted construction contracts. If applicable, CONTRACTOR agrees to comply with ORC Chapter 4115 and corresponding Ohio Administrative Code rules.
  - e. 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 and Conflicts of Interest Laws.**
  - a. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
  - b. 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 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 calendar years.
  - c. 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.
  - d. 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.

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.

4. **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 Dollars (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations, and is in compliance with 31 USC 1352 the Byrd anti-lobbying amendment.
- b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

5. **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.

6. **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 18.

7. **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 and 2 CFR 182, 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.

8. **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.

9. **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. In accordance with 2 CFR 200.321, CONTRACTOR agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**

[PUBLIC UNIVERSITY] CONTRACTOR, a public university, certifies that by executing this Contract, it has reviewed and understands ODJFS's obligation under Governor's Executive Order 2019-12D, and will perform no services required under this Contract outside of the United States. [delete a-d]

- a. CONTRACTOR certifies that by executing this Contract, it has reviewed, understands, and will abide by the Governor's Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.



- b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
- (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;
  - (2) 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; and
  - (3) The principal location of business for the contractor and all subcontractors.
- c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States.
- d. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODJFS all funds paid for those services.

In addition, if CONTRACTOR or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Contract for such breach, upon written notice to CONTRACTOR. If ODJFS terminates the Contract, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

11. **[REMOVE IF STATE FUNDS ONLY] [PRIVATE ENTITY] Combating Trafficking in Persons.**

- a. CONTRACTOR agrees that it is in compliance with the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104), see 2 CFR Part 175 and the Federal Acquisition Regulation (FAR) for Combating Trafficking in Persons, 48 CFR Subpart 22.17. The provisions found in 48 CFR Subpart 52.222-50 are hereby incorporated into this Contract by reference.
- b. CONTRACTOR, its employees, its subcontractors, or subcontractor's employees are prohibited from: engaging in severe forms of trafficking in persons during the period of performance of the Contract; procuring commercial sex acts during the period of performance of the Contract; or using forced labor in the performance of the Contract.
- c. CONTRACTOR agrees that it shall notify its employees, and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.
- d. ODJFS has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODJFS may implement section 106(g) of the TVPA, see 2 CFR 175.10.

11. **[REMOVE IF STATE FUNDS ONLY] [PUBLIC UNIVERSITY/PUBLIC ENTITY] Combating Trafficking in Persons.** Pursuant to 22 USC 7104(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104), see 2 CFR Part 175, this Contract may be terminated without penalty if CONTRACTOR or any subcontractor paid with Contract funds:

- a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Contract or any subcontracts or subagreements are in effect; or
- b. Uses forced labor in the performance of activities under this Contract or under any subcontracts or subagreements.

- c. **CONTRACTOR** agrees that it shall notify, and require all of its subcontractors to notify, its employees of the prohibited activities described in the preceding paragraph.
- d. **ODJFS** has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and **ODJFS** may implement section 106(g) of the TVPA, see 2 CFR 175.10.
12. **Civil Rights Assurance.** The **CONTRACTOR** hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
13. **[REMOVE IF STATE FUNDS ONLY] Clean Air Act and Federal Water Pollution Control Act.** **CONTRACTOR** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (USEPA) and **ODJFS**.
14. **[REMOVE IF STATE FUNDS ONLY] Procuring Recovered Materials.** **CONTRACTOR** agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the USEPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding federal fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the USEPA guidelines.
15. **[REMOVE IF STATE FUNDS ONLY] Rights to Inventions.** If applicable, if any products or services under this Contract meet the definition of “funding agreement” under 37 CFR 401.2(a), and **CONTRACTOR** enters into a subcontract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable federal and state regulations.
16. **[FOR PROFIT ORGANIZATION] Boycotting.** Pursuant to Division B of ORC 9.76, the **CONTRACTOR** warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
17. **Certification of Compliance.** **CONTRACTOR** certifies that it is in compliance with all other applicable federal and state, local laws, regulations, rules, and Executive Orders 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. **CONTRACTOR** acknowledges and agrees any individual providing personal services under this Contract is not a public employee for the purposes of Chapter 145 of the Revised Code. Pursuant to ORC 145.038, **ODJFS** is required to provide individuals and business entities with fewer than five employees the Independent Contractor Acknowledgment (Form PEDACKN), please see Attachment A. This form requires **CONTRACTOR** to acknowledge that **ODJFS** has notified **CONTRACTOR** that he or she has not been

classified as a public employee and no OPERS contributions will be made on his or her behalf for these services. If CONTRACTOR is a business entity with fewer than five employees, please have each employee complete the PEDACKN form, the first two pages of Attachment A. If CONTRACTOR is not an individual or a business entity with fewer than five employees, please complete page three of Attachment A.

- B. **Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, infringement resulting, and/or any other claims arising from the performance of the 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. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- B. [PUBLIC UNIVERSITY/PUBLIC ENTITY] **Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Contract will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to CONTRACTOR under ARTICLE III or the actual amount of direct damages incurred by any party whichever is less. CONTRACTOR's sole and exclusive remedy for ODJFS's failure to perform under this Contract is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the limitations set forth in this ARTICLE. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party 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.
- C. [PUBLIC UNIVERSITY/PUBLIC ENTITY] **Infringement of Patent or Copyright.** To the extent permitted by law, 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 V. 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.

- F. **Insurance.** CONTRACTOR agrees to maintain, at its own cost, automobile, fleet, and commercial general liability insurance.
- G. **Attachments.** Attachments and documents referenced in this Contract are made a part hereof, and are incorporated as terms and conditions of this Contract. In the event a conflict of terms, the terms and conditions of this Contract shall take precedence over any conflicting terms.
- H. **Counterpart.** This Contract may be executed in one, or more than one counterpart and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

**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:

Remainder of page intentionally left blank

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

**SIGNATURE PAGE**

**C-2223-00-0000**

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)

\_\_\_\_\_  
Matthew M. Damschroder, Interim Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address  
City, State, Zip

30 East Broad Street, 32<sup>nd</sup> Floor  
Columbus, Ohio 43215

# JFS-DAS Security Supplement Addendum

In accordance with the Governor DeWine's executive order 2019-15D:

<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-15d>

ODJFS is required to participate in the InnovateOhio Platform.

## IOP - Identity & Access Management

The InnovateOhio Platform (IOP) provides a secure digital identity experience including an intuitive and interactive user experience for Ohio's citizens, businesses, and employees. The program provides centralized administration and synchronization of user identities to enable user provisioning and de-provisioning of identity and access for state systems. The *Application or Service* must, for all State/County employees, Businesses (Providers), and Citizens, provide single sign-on capabilities through integration with the State's Enterprise Identity Management system called Innovate Ohio Platform (IOP) leveraging IBM's Identity Federation.

IOP is aligned around four distinct pillars that support a consistent user experience for State of Ohio services constituents:

**Enterprise Identity Pillar:** Enterprise ID Management Framework having the following capabilities:

- User Provisioning
- Single Sign-on
- Identity Proofing
- 2-Factor Authentication (2FA)
- Federation
- Logging and Monitoring

**Fraud and Risk Analytics Pillar:** A comprehensive, risk-focused fraud detection and analytics service that can detect, prevent, analyze, and report on fraudulent activities in real time.

This enterprise, thin-layer tool is built upon the Federal Data Science Framework and provides:

- Continuous Machine Learning
- Scalable and Accessible Big Data
- Real-time Detection
- Key Graphics

**User Experience Pillar:** The User Experience Pillar supports an enhanced user and agency experience through consistent look and feel, optimized flows and functionalities and reduced redundancy.

- **User Interface:** (To the extent possible) standardized look and feel, navigation, and presentation of web sites, portals, and applications using a standard digital interface.
- **User Experience:** User-centric design, processes, tasks, and functions that support quicker, easier, and more secure access to and interaction with state agencies.
- **Agency Experience:** State-wide, centralized access point that adheres to the desired user experience and user interface, supported by standard tools, methods, and digital tool kits.

**Platform and Portal Services Pillar:** Provide an experience that promotes privacy, choice, and flexibility for citizens, businesses, and employees by:

- Enabling better, more secure access to an ever-growing set of digital services and self-help features across the state through a single proofed identity
- Enabling the state as an organization to consolidate historical transactions and cross-program / agency data to lead a better user experience

#### Required Interfaces with IOP:

For all Applications and Services that require authentication and/or authorizations:

**Federated Single Sign-on:** Application must support federated single sign-on using SAML 2.0 OR using Open ID Connect (OIDC) for identity assertion to authenticate the user to the Application

**Authorization-Based Assertion Attributes:** Application, optionally but preferred, would support Token assertions to determine appropriate authorizations (roles/permissions) for the individual, upon sign-in, based upon supplied Group membership attribute(s) (or other attributes as needed).

**Automation of Provisioning / de-provisioning:** Application, optionally but preferred, must support either:

1. A connector that is available within the IBM Identity suite, out of the box, to automate Agency user provisioning and de-provisioning tasks.
2. The Application has SOAP or REST Service(s) available that the IBM Identity suite (ISIM) can call to automatically perform provisioning and de-provisioning tasks.

#### Provisioning Tasks available:

- Create, or associate, an identity in the application for authentication and single sign-on (e.g. Just in Time provisioning or achieved through Group to role inspection above).
- Assign and Change an identity's assignment to specific Roles/Permissions within the application for authorization (or achieved through Group to role inspection above).

#### De-provisioning Tasks available:

- Delete, or un-associate, an identity in the application to revoke the person's ability to authenticate (or achieved through Group to role inspection above).
- Remove or alter specific Roles/Permissions per identity within the application to remove authorization (or achieved through Group to role inspection above).

**Device Authentication:** Tracking device information (IP Address, OS, etc.) is required by the application. Application, optionally but preferred, would support device authentication in conjuncture with the IOP Framework above. This will support the ability to prompt for additional security validation /authentication to user in the event the device is not recognized. Such as prompting for two-factor authentication, or having the user submit to ID Proofing, or challenge response questions for additional identity validation. Once the device is identified and tied to User identity, these questions can optionally not be presented or can periodically be reaffirmed based on business requirements.



## IOP – Data Analytics

All Applications must make data available to the InnovateOhio Platform for secure, resilient Data Storage, reporting, analytics and data sharing across all Cabinet Agencies, Boards, and Commissions.

In summary, ODJFS is to: (1) Make data available to the InnovateOhio Platform for storage (staging before sharing) upon request of InnovateOhio; and (2) Share data pursuant to ORC 125.32 and at the direction of InnovateOhio, acknowledging any Federal restrictions or privacy requirements.

A standing Data Sharing Protocol outlines procedures and responsibilities of DAS and agencies for use of the InnovateOhio Platform under authority of ORC 125.32 and Executive Order 2019-15D.

DAS manages the InnovateOhio Platform which consists of a set of advanced data and analytics computing technologies including a robust data governance, security and privacy protection foundation to enable usage of state data and to protect data maintained on the platform. Note that a distinction must be made between 1) an agency providing and hosting data on the platform and 2) an agency approving the use of data for analysis. When an agency provides and hosts data on the InnovateOhio Platform, the agency is not granting “use” of the data to any party including DAS. DAS’s responsibility is to manage the platform as described within this protocol under and pursuant to ORC 125.18 and ORC 125.32. DAS is not given permission to “use” agency data unless the owning agency specifically approves.

ORC 125.32 states that, “A state agency that provides data under the program retains ownership over the data. Notwithstanding any other provision of the Revised Code, only the state agency that provides data under the program may be required under the law of this state to respond to requests for records or information regarding the provided data, including public records requests, subpoenas, warrants, and investigatory requests.”

## Encryption

Personally identifiable information (PII), or confidential personal information (CPI - as defined in Ohio Revised Code 1347), as used in information security and privacy laws, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. One of the key security controls to protecting PII/CPI is Encryption. Encryption is to be utilized for PII/CPI data on all three states of existence:

**Data at Rest:** Data at Rest refers to inactive data which is stored physically in any digital form. This refers to both Structured (databases) and unstructured Data (files).

PII/CPI Data at Rest must be protected in one of the following methods:

- Encrypt the Entire Database with Transparent Data Encryption (TDE)
- Table/ Column or Field Level Encryption can be used within the Database Tables to encrypt just the PII/CPI

Ensure that any temporary representations (temp files or folders/ exports/ backups / reports, etc.) of PII/CPI is encrypted in that current state.



- Applying newer encryption technologies and techniques, such as “homomorphic encryption” can be used to meet this requirement.

Encryption methods must use compliant NIST FIPS 140-2 Encryption Algorithms.

**Data in Motion:** Data in Motion refers to data which is being transferred across some network or transmission media.

PII/CPI Data in Motion must be protected in one of the following methods:

- Encrypt the Entire transmission using HTTPS or IPSEC (or equivalent protocols) between all devices and tiers (such as UI > APP > DB Tiers)
- Encrypt the PII/CPI data only in transmission (Example: SOAP message using WS-Security)

Encryption methods must use compliant NIST FIPS 140-2 Encryption Algorithms / Modules. When using the Transport Layer Security (TLS), TLS version 1.2 or higher must be used.

**Data in Use:** Data in Use refers to data actively being used across the network or temporarily residing in memory, or any data not currently “inactive”.

PII/CPI Data in Use must be protected in the following methods:

- Implement Memory protections, at a minimum, of Data Execution Prevention (DEP) and Address Space Layout Randomization (ASLR) within Hardware and/or Software.
- Sessions must be unique to each authenticated user and be protected in way that meets the Open Web Application Security Project (OWASP)’s Application Security Verification Standard (ASVS).
- Application will use per user or session indirect object references where possible. All direct object References, from an untrusted source, must include an access control check to ensure the user is authorized for the requested object.
- Ensure that authentication /authorization checks are performed at each object at the controller and business logic levels, and not just at the presentation layer.
- Prevent Injection attacks by using a parameterized API or escape special characters using the specific escape syntax for that interpreter. Also, in addition, positive or “white list” input validation must be used.
- Device configurations must confirm to industry best practices for hardening (CIS Benchmarks).
- Components, such as libraries, frameworks, or other software modules used in development must be identified and a list provided to ODJFS at the conclusion of the project. A supported version of these components must be used at time of the contract.
- Autocomplete must be disabled on forms collecting PII/CPI, and caching must be disabled for pages that contain PII/CPI.
- Avoid the use of redirects and forwards as much as possible. When used, any such destination parameters must be a mapped value, and that server-side code translates this mapping to the target URL.

## Audit Logging

A log is a record of the events occurring within an organization's systems and networks. Logs are composed of log entries; each entry contains information related to a specific event that has occurred within a system or network. Many logs within an organization contain records related to computer security. These computer security logs are generated by many sources, including security software, such as antivirus software, firewalls, and intrusion detection and prevention systems; operating systems on servers, workstations, and networking equipment; and applications.

The number, volume, and variety of computer security logs have increased greatly, which has created the need for computer security log management—the process for generating, transmitting, storing, analyzing, and disposing of computer security log data. Log management is essential to ensuring that computer security records are stored in sufficient detail for an appropriate period of time. Routine log analysis is beneficial for identifying security incidents, policy violations, fraudulent activity, and operational problems. Logs are also useful when performing auditing and forensic analysis, supporting internal investigations, establishing baselines, and identifying operational trends and long-term problems. (Source NIST SP 800-92 “Guide to Computer Security Log Management”)

ODJFS is required, for compliance to Federal and State Laws, codes, standards, and guidelines, to perform audit logging and management of those logs for its information systems.

### Logging Requirements

The following Application Events must be record in the audit log(s) for the Information System.

#### Required Audit Events:

1. User account management activities (user creation, deletion, modification),
2. Application shutdown,
3. Application restart,
4. Application errors,
5. Failed and successful log-on(s),
6. Security policy modifications,
7. Use of administrator privileges,
8. All changes to logical access control authorities (e.g., rights, permissions, role assignment),
9. All system changes with the potential to compromise the integrity of audit policy configurations, security policy configurations and audit record generation services,
10. Access to Personally Identifiable Information (PII – Also known as Confidential Personal Information (CPI) by Ohio Law),
11. Modification to Personally Identifiable Information (PII) - Also known as Confidential Personal Information (CPI)by Ohio Law),
12. File creation, deletion, or modification by the application (PDF, CSV, etc. - if Applicable).

#### Minimum Logging Requirements for Each Event

The following are the minimum required details that must be captured with each recorded event:

1. Identity of any user/subjects associated with the event (Who – user/group/device/system),
2. Event Information (What happened),
3. What Time the event occurred (When),
4. Subsystem or application the event occurred in (Where),
5. And the success/failure of the event (if applicable).

### Audit Record Generation Services

All Applications, in the event of audit log processing failure (the application is unable to write to the security log/ log service) shall:

1. Notify appropriate personnel of the audit log processing failure, and
2. shall either:
  - a. Stop all processing of further request s until the audit log processing is restored, or
  - b. Queue all audit events to disk, until such time as the audit log processing is restored or the storage allocation is filled.

If storage allocation is full, the application shall stop all processing of all further requests until the audit log processing is restored.

### Audit Retention, Aggregation, and Analysis

Applications are required to send the Audit Event Log information, through standard processes (such as SYSLOG) or through add-ons, to the Agencies Enterprise Log Management (ELM) Tool – Splunk and Enterprise Security Information and Event Management (SIEM) – QRadar.

Any required third-party tools or services to achieve this requirement, the vendor must acquire, purchase, and setup.

Audit Log information must be sent security to ODJFS ELM and/or SIEM tools and CPI Log repository (when applicable), using encryption methods that use compliant NIST FIPS 140-2 Encryption Algorithms / Modules.

## Development Security

### Data Set used in Development

All Data sets used in non-production environments (Development, Quality Testing, User Acceptance testing, etc.) must be generated or masked data or data sets (not real production data). Except, where approved by Agency Security Official, and using the same set of security controls that are in place for the non-production environment as the production environment. Masked or generated data or data sets can be generated by ODJFS for these purposes.

### DevOps Vulnerability Scanning

Applications being developed for hosting by the state (on-premise) must adhere to ODJFS DevOps pipeline AppSec tools and processes. This includes both Static (code or white-box scanning) and Dynamic (application or black-box scanning) vulnerability scanning. Additionally,



any libraries or components used in the solution must be free of known critical or severe vulnerabilities and be scanned/evaluated by the ODJFS Software Composition Analysis (SCA) tool.

Hosted Solutions or Software as a Service (SaaS) Applications or Services. The vendor must provide proof that these scans are being performed and evaluated internally as part of their SDLC/DevOps processes, or by third Party compliance assessment certification/attestation (FedRAMP, ISO 27001, OWASP ASVS, CSA STAR, etc.).