OHIO DEPARTMENT OF HEALTH

246 N. High Street
Columbus, Ohio 43215

REQUEST for PROPOSALS

NOTICE:

This Request for Proposal is not an offer or a contract. A Contractor's written response to this RFP is a formal offer to ODH to provide the requested services under the terms of the Proposal.

Section 1.0 Request for Proposals (RFP) Details

ODH RFP#	**DOH-FAM-33027**
ODH ADTS	**69891**
Project	**Ohio Department of Health (ODH) Women, Infants, and Children (WIC) Investigative Research Services**
Purpose of RFP	The purpose of this project is to provide the Ohio WIC program with sound scientific research and evaluation in four (4) areas: breastfeeding measurements, survey updates, caseload trends, and eligibility methodology.
Release Date	**April 17, 2014**
Response Due Date	**May 2, 2014** Proposals received after the Response Due Date will not be Evaluated.
Program	Ohio Department of Health Nutrition Services Women, Infants, and Children (WIC)
Funding Source	WIC Nutrition Services and Administration Grant
Anticipated Contract Period	**June 1, 2014 – September 30, 2014**
Inquiry Period – Begin Date	**April 11, 2014**
Inquiry Period – End Date	**April 25, 2014**

1.01 Table of Contents. This RFP consists of the following:

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Section 2.0 RFP Purpose. The Ohio Department of Health (ODH) is seeking Proposals from interested Contractors for the following purpose:

Ohio WIC has secured funding from the United States Department of Agriculture to procure investigative research services. The purpose of this project is to provide the Ohio WIC program with sound scientific research and evaluation of the following four investigative topics:

a. Test the accuracy and reliability of breastfeeding measurements (e.g., initiation and duration rates);
b. Review and update of WIC participant survey;
c. Review caseload trends and identify drivers of caseload change;
d. Update Ohio's potentially eligible (PE) methodology.

Many of Ohio WIC's analytical methods are out of date and in need of revision. This project will ensure that these updates are done in a statistically appropriate and meaningful manner.

Section 3.0 Project Background

WIC is the Special Supplemental Nutrition Program for Women, Infants, and Children. WIC helps income eligible pregnant and breastfeeding women, women who recently had a baby, infants, and children up to five years of age who are at health risk due to inadequate nutrition.

The program improves pregnancy outcomes by providing or referring to support services necessary for full-term pregnancies; reduces infant mortality by reducing the incidence of low birth weight (infants under 5½ pounds are at greater risk of breathing problems, brain injuries and physical abnormalities), and provides infants and children with a healthy start in life by improving poor or inadequate diets.
WIC provides nutrition education, breastfeeding education and support; supplemental, highly nutritious foods such as cereal, eggs, milk, whole grain foods, fruits and vegetables, and iron-fortified infant

formula; and referral to prenatal and pediatric health care and other maternal and child health and human service programs (examples: Head Start, Medicaid and the Supplemental Nutrition Assistance Program, formerly known as Food Stamps).

4.0 Contract Award, Negotiations and Duration

4.0.1 Contingent upon the availability of funds and approval by the Director of Health, ODH anticipates that multiple contracts will be awarded to perform work during the **Anticipated Contract Period**. If the actual contract period includes the ending of one state biennium and the beginning of a new biennium, ODH may award a contract that terminates on the last day of the current biennium and allows ODH to unilaterally renew or extend the contract under the same or similar terms for the balance of the contract period or as otherwise necessary for the vendor to complete the work. The State of Ohio operating biennium expires June 30th of each odd-numbered calendar year. A Contractor awarded a contract under this RFP will be required to contract with ODH to perform the work and deliver the deliverables as set forth in a contract with terms and conditions substantially similar to the sample in **ATTACHMENT A.** ODH may, but is not required to, negotiate with the potential successful Contractor regarding the terms and conditions contained in the Contract. Further, the potential successful Contractor shall negotiate with ODH in good faith.

4.0.2 A Contractor submitting a proposal in response to this Request for Proposal is required to certify acceptance of certain contract terms that are required by state law. **These terms are nonnegotiable and include the following:**

a. Certifying or attesting that the Contractor does not have an unresolved finding for recovery (R.C. 9.24);

b. Certification of compliance with Executive Order 2011-12K "Governing the Expenditure of Public Funds for Offshore Services" in the performance of the contract and requiring that no services performed under the contract will be performed outside of the United States;

c. Certification of compliance with Ohio ethics laws, state and federal antidiscrimination laws, and Drug Free Workplace requirements;

d. Compliance with the requirement that Contractor has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and that Contractor will comply with state law regarding the filing of a description of the Contractor's affirmative action program and the filing of required progress reports on its implementation with the Equal Employment Opportunity Office of the Ohio Department of Administrative Services, as further provided in **Section 12.0.1**;

e. ODH obligations under the contract are subject to R.C. 126.07 and the contract is contingent and not enforceable unless compensation due under the contract is first certified as available and obligated by the director of budget and management as available for that state fiscal year;

f. Acknowledgement and agreement that any individual performing services under the Contract is not a public employee for purposes of Chapter 145 of the Revised Code; and

g. Certification of compliance with campaign contribution limitations (R.C. 3517.13).

5.0 Mandatory Qualifications of Contractors and Proposals

A Contractor is qualified to submit a Proposal in response to this RFP and a Contractor's Proposal will be evaluated provided that the Contractor and the Proposal meets all of the following:

a.	The Contractor does not have an unresolved finding for recovery in accordance with R.C. 9.24.
b.	The Contractor has an Ohio Department of Administrative Services Equal Opportunity Division (DAS EOD) approved Affirmative Action plan and that plan is included with the Contractor's proposal, or alternatively, the Contractor filed an Affirmative Action plan with DAS EOD, includes the plan in Contractor's Proposal, and certifies that Contractor has completed the process for approval and the plan is pending approval by DAS EOD.
c.	Contractor and any proposed subcontractors are not federally debarred, suspended, proposed for debarment or otherwise excluded from receiving federal contracts. For the purpose of this requirement, "Contractor" means any individual or other legal entity that: (i.) Directly or indirectly (*e.g.*, through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or be awarded a contract as a result of this RFP; or (ii) Conducts business, or reasonably may be expected to conduct business, with ODH as an agent or representative of another contractor.
d.	The Proposal is complete, in the specified format, and is either postmarked by the United State Postal Service by the **Response Due Date** or is filed at ODH **before 5:00 p.m. on the Response Due Date**.
e.	The Proposal includes the Contractor's statement that Contractor has no exceptions to the terms and conditions contained in the sample contract attached as **ATTACHMENT A** to this RFP or to any other term, condition, or attachment to this RFP. If Contractor does take exception to any term or condition contained in this RFP or any **ATTACHMENT**, Contractor must provide a written description of each exception. If Contractor fails to take exception to a term or condition, Contractor waives objection to that term or condition. Contractor's exceptions to the terms of the RFP may result in ODH declaring the Contractor's Proposal to be incomplete or nonresponsive.
f.	The Proposal includes the Contractor's completed W-9 Form (see **ATTACHMENT B**), Vendor Information Form (see **ATTACHMENT C**), and Standard Affirmation and Disclosure Form (see **ATTACHMENT D**).
g.	The Contractor has clearly and in good faith marked all information contained in the Proposal that the Contractor asserts to be confidential or proprietary.
h.	**Qualified Applicants:** Information outlining the experience and past accomplishments of the researcher(s) is required for all proposals to be considered. Ideal project applicants will possess the following characteristics: 1. Have completed a doctorate or terminal degree; 2. Demonstrate research and statistical analysis skills relevant to the proposed four investigative topics; 3. Have relevant experience in working with maternal and child public health program data and U.S. Census data; 4. Proven ability to develop recommendations for organizations from research findings; Expert level knowledge of Microsoft Office products and statistical packages such as SAS or SPSS. 5. Proven ability to write, edit and produce reports. 6. Demonstrate understanding of Federal Poverty Level standards.

6.0 Project Scope of Work and Deliverables. ODH seeks Proposals from interested Contractors to perform the following:

a.	Test the accuracy and reliability of breastfeeding measurements. Breastfeeding data are collected through the Ohio WIC Certification System when participants visit a WIC Clinic. These data are downloaded each evening to the Ohio Department of Health (ODH). Data can be easily queried and reported using ODH's business intelligence system (i.e., IBM Cognos). It is expected that the selected researcher will evaluate current system business rules to assess breastfeeding measurements to determine accuracy, timeliness and consistency for all 75 local WIC agencies. The researcher is expected to provide recommendations for system improvement based on the findings of the analyses.
b.	Review and update of WIC participant survey. Each year, all local WIC agencies survey their participants to measure how participants became aware of the program, customer satisfaction on clinic services such as nutrition education, and offer opinions of what services they would like to see changed or expanded. It is expected that the selected researcher will review the current survey system, list strengths and weaknesses, and prepare recommendations for improvement including a methodology for testing the survey's statistical significance.
c.	Review caseload trend and identify drivers of caseload change. Ohio WIC currently serves approximately 253,000 participants per month. Ohio's caseload peaked at 303,679 in federal fiscal year 2009 during the economic downturn and has been decreasing each year since then. While some of this decrease is likely related to a decrease in the birth rate, SNAP program benefit expansion and improved economic conditions, Ohio's participation rate fell more than the national average. It is expected that the selected researcher will review local and statewide caseload trends and prepare an analysis of independent variables driving caseload trends. The selected researcher will be expected to provide recommendations on how to increase caseloads.
d.	Updating Ohio's potentially eligible (PE) methodology. Ohio developed an Excel spreadsheet model to estimate the ratio of current WIC participants to the number of people potentially eligible for the program. The inputs include ODH live birth data and U.S. Census data. This model has become obsolete and a new model is needed. It is expected that the selected researcher will develop and test a new model that provides the potentially eligible population by racial/ethnic group for each county. The model must be accurate as well as be easy to update on an annual basis and demonstrate a thorough understanding of the Federal Poverty Level. The model MUST be able to impute the population that is at or below 185% of the Federal Poverty Level by WIC categories of pregnant women, infants (0-12 months), and children (age 1 up to age 5) for each county,
e.	The selected consultant will produce a final report that integrates, summarizes, and interprets key findings and provides recommendations for each of the four investigative topics along with the methodologies used to support these key findings. 1. The report should be written for a relatively, non-technical audience and relate the narrative discussion to descriptive statistics, analyses, charts, and tables where appropriate. Technical details, data tables, and details regarding data and methodology should be presented in appendices. 2. Electronic and printed copies of the final report suitable for reproduction must be submitted upon completion of the project in Microsoft Word and Adobe .pdf file formats. Raw data, results, and any computed variables used in the report should be delivered in Microsoft Excel or Access.

7.0 Contractor Proposal, Alternative Proposals and ODH Addenda.

7.0.1 Proposals. All interested Contractors shall submit a Proposal that directly responds to ODH's request as specified in **Sections 1.0** to **6.0,** and **ATTACHMENTS** to this **RFP,** as well as all Addenda that ODH issues after the **Release Date** and prior to the **Response Due Date.** Proposals shall be submitted as an original document plus three complete paper copies and a Microsoft Word electronic version. Proposals shall be in the format provided in **Section 8.0** of this RFP with each subsection separated by tabbed and labeled dividers. No FAX proposals will be accepted. Proposals may be mailed or delivered to:

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

Questions are to be submitted using the Ohio Department of Administrative Services (DAS) website where the RFP is located. All questions must be submitted no later than 56 hours prior to the **Response Due Date**. Answers to the questions will be posted to the DAS website: http://procure.ohio.gov/proc/searchProcOpps.asp by "DATE". In order to submit and see responses to questions, you need to search for the procurement number for this item, which is "RFP ID NUMBER". Telephone inquiries will not be accepted.

7.0.2 Alternative Proposals. If a Contractor desires to submit an alternative proposal that achieves the purpose and scope of ODH's request, the Contractor must concurrently submit a proposal that is directly responsive to the specifications contained in this RFP, including performance of **Section 6.0 Project Scope of Work and Deliverable**. A Contractor submitting an alternative proposal clearly shall identify and quantify any advantages of the alternative Proposal in terms of efficiencies, savings, quality or quantity as compared to ODH's RFP. Additionally, the alternative Proposal shall explicitly identify any deviations from **Section 6.0 Project Scope of Work and Deliverables** and any other proposed deviation from the terms and conditions contained in this RFP.

7.0.3 ODH Addenda. ODH may elect to amend this RFP at any time, including extending the **Response Due Date**.

a. If ODH revises this RFP after the **Release Date**, but prior to the **Response Due Date**, revisions will be announced on the **Ohio Gateway Website**. ODH will not issue any Addenda in the time period between 5:00 p.m. on the day before the **Response Due Date** and the 5:00 p.m. deadline for submission of Proposals on the **Response Due Date.** It is the responsibility of each interested Contractor to check the **Ohio Gateway Website** for announcements or addenda related to this RFP.

b. If ODH revises this RFP after the **Response Due Date**, ODH will distribute addenda only to those Contractors that submitted a complete and responsive Proposal. If ODH issues addenda after the **Response Due Date**, a Contractor that submitted a Proposal may elect to withdraw it, provided that the Contractor files a written withdrawal with ODH within 10 days of ODH's distribution of the addenda.

c. If ODH receives an alternative Proposal in response to this RFP, ODH may either elect to accept the alternative proposal without amending this RFP or allow Contractors that submitted a complete and responsive proposal to modify their respective proposals to address ODH's issued addenda. Responses to ODH addenda must be in writing and must be submitted in the same manner and format as required for the submission of the original Proposal. ODH will disregard any other modifications or additions to the Contractor's initial Proposal except as the changes are responsive to and within the nature and scope of ODH's issued addenda. Additionally, ODH may elect to treat the Contractor's

modified Proposal as a withdrawal of the Contractor's original Proposal if the modified Proposal contains changes to the original Proposal that exceed the nature and scope of changes necessary to respond to ODH's issued addenda.

8.0 Format for Proposals in Response to this RFP. A Proposal must be formatted in accordance with this Section and contain all information specified in **Sections 7.0.1 to 7.0.3** of this RFP.

8.0.1 A Proposal Cover Sheet. The Proposal Cover Sheet must identify the following:

ODH RFP #	
Project Title	
Total Cost of Proposal	**$**
CONTRACTOR NAME	
Address	
Address	
Name and Title of Authorized Representative or Designated Contact Person	
Telephone	
Fax Number or Email to receive ODH written communications	
Federal Tax Identification Number	
DUNS Number	

8.0.2 Table of Contents. The Proposal must contain a Table of Contents that incudes page references to each section of the RFP.

8.0.3 Format and Content of Proposal. A Contractor's Proposal must address all items provided in **Section 6.0 Project Scope of Work and Deliverables.** Failure to sufficiently address each item may result in ODH's determination that the Proposal does not provide sufficient detail to adequately evaluate the Proposal and is, therefore, incomplete and nonresponsive. If the Proposal contains elements that exceed the requirements of the RFP, the Proposal should state the degree to which the requirement will be exceeded and how this will be accomplished. Proposals should be prepared simply and economically, providing a straightforward, concise, and complete description of the Contractor's proposal and capabilities to perform the contract. Emphasis should be on completeness, specificity, and clarity of content. Additionally, all proposals must include a separate **ATTACHMENT 8.0.3** that concisely sets forth the Contractor's proposed Scope of Work, Deliverables with a fixed cost to be charged, if any, and the proposed date that the Deliverable will be provided to ODH. The Proposal must address the following:

a.	**Project Narrative.**
	i. Identification of the objectives, strategies, methodology, services and deliverables that Contractor proposes to provide.
	ii. Use of evidence based practices, if applicable.
	iii. Timeline for completion of services and deliverables.
	iv. Specific Price to be charged for each service and deliverable.
	v. Identification of how Contractor will evaluate the quality of proposed services and deliverables.
	vi. Identification and description of any proposed subcontractors. Contractor may not subcontract any work or services of the type described in **Section 5.0 Project Scope of Work and Deliverables** without ODH prior written approval.
b.	**Contractor's Profile.**
	i. Description of the Contractor's experience and expertise conducting similar projects and the capacity to perform the work and deliverables. The description must include how the Contractor meets the qualifications specified in **Section in 4.0** of this RFP.
	ii. Identification and qualifications of key project personnel and their responsibilities to the project. Include resumes.
	iii. A list of three (3) references (with telephone numbers) that are not ODH employees, for whom Contractor has performed similar services and deliverables. ODH may, but is under no obligation to, contact the references.
	iv. A description of the bidder's Affirmative Action activities and program.
	v. At least one sample of a project final report as a writing sample.
	vi. Documentation of Contractor's financial soundness and financial capability to perform the work and deliverables without advance payment.
c.	**Project Implementation.**
	i. Clearly identify and discuss with specificity how Contractor will perform all of the requirements specific to this project, including each item under Section 5.0, Project Scope of Work and Deliverables. Each proposal should provide the Section and paragraph number of the RFP when providing a response to that item.
	ii. A description of the location and principal office from which the work is to be performed.
	iii. Identification of the amount of time that lead and key project personnel will be expected to work on the project.
	iv. A description of contingency plans for completing the project, should the lead or key project personnel become unavailable for any reason.

	v. Identification of any anticipated difficulties in meeting the project specifications and a description of proposed solutions to these difficulties.

d.	**Cost.**
	The Proposal must specify a fixed price for the completion of work or deliverables or completion of a discrete portion of a deliverable or work specified in **Section 6.0 Project Scope of Work and Deliverables.** The Proposal must delineate those deliverables that Contractor proposes as a compensation point and the amount of compensation that Contractor proposes for each deliverable. The proposed compensation must have a rational relation to the amount of work involved in completing the deliverable. The proposed cost must include all other costs associated with performing the work, including travel, shipping, overhead, etc. ODH will not separately compensate Contractor for these items. The Proposal must include a separate **ATTACHMENT 8.0.3** which concisely sets forth the information contained in this **Section 8.0.3(d)**, including Contractor's proposed Scope of Work, Deliverables with a fixed cost to be charged, if any, and the proposed date that the Deliverable will be provided to ODH.

9.0 Evaluation of Proposals. Proposals submitted by Contractors that do not meet **Section 5.0 Mandatory Qualifications of Contractors and Proposals** will not be evaluated. ODH may determine that a Proposal lacking completeness, specificity or clarity of content may be deemed nonresponsive and, therefore, will not be evaluated.

9.0.1 Review. ODH first will evaluate each Proposal to determine whether it meets the prerequisite requirements for evaluation i.e. the Proposal is not deemed nonresponsive and meets the requirements contained in **Section 5.0 Mandatory Qualifications of Contractors and Proposals.** Proposals which ODH deem nonresponsive or which do not meet the requirements of **Section 5.0** may not be evaluated. The remaining proposals will be evaluated, scored, and ranked by a committee of selected staff. Proposals will be evaluated on the following criteria with the maximum points available for each as follows:

TECHNICAL REVIEW	**Weight**	**x**	**Rating (0-5)**	**=**	**Technical Score (Maximum Total =500)**
Thorough understanding of the investigative topics and clear, concise presentation of the methods to be deployed: e.g., description of maternal and child health data sources to used; statistical and evaluation methods proposed.	25				
Overall qualifications, relevant prior experience, and demonstrated knowledge relevant to the investigative topics.	25				
Credible management proposal for staffing and completing the project in a timely fashion.	25				
Overall quality of Proposal.	25				
Total Weight	**100**	**Total Technical Score**			

If Proposal is ranked as Lowest Total Cost, ADD 10 pts.	
Total Score of Contractor's Proposal	

9.0.2 Proposal Evaluation Methodology and Recommendation.

a. **Rating.** The Evaluation Committee will assign a numerical rating to each section in the above table based upon a review of that Contractor's Proposal. The ratings are to be awarded as follows:

0 Points	Does Not Meet	Proposal does not comply with the requirements.
1 Point	Weak	Response does not substantially meet the requirements.
2 Points	Moderate	Proposal meets most of the requirements, but is weak in some areas.
3 Points	Meets	Proposal exceeds requirement.
4 Points	Strong	Proposal significantly exceeds requirements.
5 Points	Greatly Exceeds	Proposal significantly exceeds requirements.

b. **Computing Scores.**

OPTION 1: ODH will score Proposals that meet the prerequisite requirements contained in the RFP and are deemed responsive. The Evaluation Committee will evaluate each Proposal and award up to the maximum amount specified for each criterion. A Proposal must receive a **Total Technical Score** of at least 300 points **(***60 percent of the Maximum Total Technical Score of 500*) in order for ODH to consider awarding a contract for that Proposal. Proposals that first receive a score of at least 60 percent then will be ranked in order of lowest to highest total cost. The Proposal ranked as having the Lowest Total Cost will be awarded an additional 10 points. Lowest Total Cost points only will be awarded to a Proposal with the Lowest Total Cost

c. **Recommendation**. The Review Committee evaluating the Proposals will recommend to the Director of Health the award of a contract based upon the Proposal's review score and whether awarding a contract will result in obtaining the best value and advantage to ODH. The Director's award of a contract as a result of this RFP is final and is not appealable.

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

10.0 Communication and Protest.

10.0.1 Communication Prior to the Response Due Date. From the Release Date of this RFP until the date of a contract award, there shall be no communications concerning this RFP between any Contractor who may ultimately submit a Proposal and any employee of ODH involved in the issuing of the RFP, or any other state employee who is in any way involved in the ODH project, except as follows:

a. An ODH employee may send communications to potential Contractors with a link to ODH's RFP announcement after the **Release Date** to encourage a diversity of Contractors to submit a Proposal. If ODH is concerned that no Contractors will submit proposals for a certain aspect of the work or for a discrete location in the case of multiple contract awards, ODH should issue addenda in accordance with **Section 7.0.3** of this RFP and communication should be limited to the announcement of addenda.

b. Interested Contractors may submit written questions in accordance with **Section 7.0.1** of this RFP, and, if required, may communicate at a Contractor interview. If a Contractor believes that there is a conflict, error, omission or other discrepancy in the RFP, the Contractor may submit to ODH a written request for interpretation. Questions can be submitted using the Ohio Department of Administrative Services (DAS) website where the RFP is located. All questions must be submitted no later than 56 hours prior to the **Response Due Date**. ODH will post any responses to the DAS website: http://procure.ohio.gov/proc/searchProcOpps.asp . Contractors should search the website by using the **ODH RFP#** specified in **Section 1.0** of this RFP in order to submit questions and see ODH responses. Telephone inquiries will not be accepted.

10.0.2 Protest Procedure. Any person may object to ODH's award of a contract or any matter relating to the solicitation of this RFP by filing a protest in accordance with the following: the protest shall be in writing and shall contain the following information: the name, address, and telephone number of the protestor; the name and number of the RFP being protested; a detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents; a request for a ruling by ODH; a statement as to the form of relief requested from ODH; and any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest. A protest shall be considered timely by ODH, if ODH's Office of General Counsel received it, within the following periods:

a. A protest based upon alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than **5:00 p.m. on the Response Due Date**.

b. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 pm of the tenth (10th) business day after the announcement of intent to award.

c. An untimely protest may be considered by ODH if ODH determines that the protest raises issues significant to ODH's procurement system. An untimely protest is one received by ODH's Office of General Counsel after the time period set forth in paragraphs a. and b. of this Section.

d. All protests must be filed with the following:

Chief Legal Counsel
Ohio Department of Health
246 North High Street, 7th floor
Columbus, Ohio 43215

When a timely protest is filed, ODH will not award the contract until a decision on the protest is issued or the matter is otherwise resolved, except where ODH determines that a delay will severely disadvantage ODH. ODH will notify all Contractors that have received a notice of contract award about the filing of a timely protest. ODH will issue a written decision on any unresolved timely protest and shall notify any Bidder who filed an untimely protest as to whether or not the protest will be considered.

11.0 Other Conditions.

11.0.1 ODH is not under any obligation to pay any costs associated with the preparation of a Proposal in response to this RFP. Proposals may not include any amounts attributable to its preparation.

11.0.2 ODH at any time may determine that award of a contract is not in the best interest of ODH and may reject, cancel, or re-issue this RFP in whole or in part, any proposals submitted in response to

this RFP. A Contractor may withdraw a Proposal submitted in response to this RFP at any time prior to the award of the contract.

11.0.3 ODH reserves the right to waive minor defects in a Proposal. ODH additionally may provide Contractor(s) with the opportunity to correct material defects only when no other Contractors have submitted Proposals for that discrete aspect of the work or for a specified location and provided and that the other Contractors that submitted Proposals will not be competitively disadvantaged or otherwise prejudiced.

11.0.4 All submitted proposals are offers. A selected Contractor may not attempt to renegotiate terms that are contained in the Contractor's Proposal.

11.0.5 Pursuant to section 149.43 of the Ohio Revised Code (O.R.C.), all Proposals are public record and ODH will release upon a public records request after all Proposals are evaluated, in accordance with R.C. 125.071(C). All Contractors submitting a proposal must in writing, must specifically, and in good faith, identify the particular information within the Proposal that the Contractor asserts as proprietary or confidential prior to submitting the Proposal to ODH. ODH will advise the public records requester of the Contractor's assertions that the specified information is proprietary. If there remains a dispute between the person requesting the information and the Contractor that owns the proprietary or confidential information, ODH will review the information and advise the both the Contractor and the public records requestor what information ODH will and will not be releasing in response to the public records request.

11.0.6 ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to the successful Contractor concerning the performance of the work and deliverables described in the RFP and the contract. Upon such notice and within ten (10) days after receipt of instructions, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by ODH and the Contractor that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in the RFP and/or the contract. They are not intended to amend or alter the RFP and/or contract or any part thereof.

12.0 Certifications.

12.0.1 Affirmative Action and Equal Employment Opportunity. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders. Contractor may not be awarded a contract or a contract renewal until Contractor has filed an Affirmative Action Program Verification Form at the following DAS website:

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

Approved Affirmative Action Plans may be found at the DAS Equal Opportunity Department Web site: http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx

A Contractor must either include in any Proposal a copy of Contractor's DAS-approved Affirmative Action plans or an attestation that Contractor submitted all required documentation to DAS for review of Contractor's Affirmative Action Plan and it is under DAS review.

12.0.2 Executive Order 2011-12K. The Contractor must affirm as a condition of award of a contract that it has read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of the resultant contract, and shall perform no services required under that contract

outside of the United States. Contractor must further affirm as a condition of a contract award that Contractor understands, and agrees to immediately notify ODH of any change or shift in the location(s) of services performed by Contractor or any subcontractor performing work under the contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

ATTACHMENT E- 8.0.3 Scope of Work, Deliverables			
	Scope of Work, Deliverables ATTACHMENT 8.0.3 ***(Provide Due Date and Compensation only if Applicable)**	**Due Date***	**Compensation***
	During the Contract Period, CONTRACTOR will perform the following Work and provide the following Deliverables on the specified due date and for the following compensation:		
1.	Review current system business rules to ensure that breastfeeding measurements are accurate, timely, and consistent for all 75 local WIC agencies. Provide recommendations for system improvement based on the findings of the analyses.	**September 12, 2014**	
2.	Review the current system, list strengths and weaknesses, and prepare recommendations for improvement including a methodology for testing the survey's statistical significance.	**September 12, 2014**	
3.	Review local and statewide caseload trends and prepare an analysis of independent variables driving caseload trends. Provide recommendations on increasing caseload.	**September 12, 2014**	
4.	Develop a new model that provides the potential eligible population by racial/ethnic group for each WIC category by county.	**September 12, 2014**	
5.	Produce a final report that integrates, summarizes, and interprets key findings of each of the four investigative topics along with the methodologies used to support these key findings and provides recommendations	**September 12, 2014**	

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. 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.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. 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 stored, accessed, tested, maintained or backed-up, by Contractor:

_____	_____
(Address)	(Address, City, State, Zip)

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

_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(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: _____

STANDARD TERMS AND CONDITIONS

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

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The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

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

OHIO DEPARTMENT OF HEALTH
CONTRACT

Contract#	OFA To Provide
ADTS#	OFA To Provide

1.01 **ODH and CONTRACTOR Information.** This Contract is between **OHIO DEPARTMENT OF HEALTH** ("**ODH**"), whose address is 246 North High Street, Columbus, Ohio 43215, and the following specified "**CONTRACTOR**"**:**

"CONTRACTOR "	ALL FIELDS MUST BE COMPLETED	
Address		
Address		
Contract Representative, Title		
Telephone		
Email		
Vendor Number		

For the purpose of this Contract, the term "Parties" may be used to collectively refer to both "**ODH**" and "**CONTRACTOR**."

1.02 **Contract Beginning and Ending Dates.** Subject to section 2 and other terms and conditions specified in this Contract, the "**Contract Period**" shall begin and end as follows:

"Contract Period"	**The time between the "Contract Beginning Date" and "Contract Ending Date" unless the Contract is extended for an additional period to the "Extended Contract Ending Date" in accordance with section 2.04.**
"Contract Beginning Date"	Click here to enter a date.**, or the date of Contract execution by both Parties, whichever is later.**
"Contract Ending Date"	Click here to enter a date.**, or the date of Contract termination, whichever is first.**
"Extended Contract Beginning Date" (Note- Do not Use unless the Contact Funding Source line item is specifically identified in section 1.03 for the extended contract period)	Click here to enter a date.
"Extended Contract Ending Date"	Click here to enter a date.**, or if the Contract is extended and subsequently terminated before that date, the Contract termination date.**

1.03 Contract Funding.

"Contract Funding Source" (in whole or in part)	Provide name of Grant or indicate "GRF"	
"Total Contract Amount"	**(Not to exceed) $**	**.00**
State FY 2014 Funding	(Not to exceed) $	.00
State FY 2015 Funding	(Not to exceed) $	.00
State FY 2016 Funding	(Not to exceed) $	.00
State FY 2017 Funding	(Not to exceed) $	.00
Grant Award Number		
CFDA Number		
Invoicing	Choose an item.	
ODH Program		
Ohio Statute Authorizing Administration of the Program	R.C.	

1.04 ODH Contract Management:

ODH "Contract Manager"		
Title		
Address		
Address		
Telephone		
Fax		
Email		

1.05 ATTACHMENTS to this Contract:

ATTACHMENT 1.06	**"Scope of Work, Deliverables, and Compensation"**
ATTACHMENT 2.13	**Executive Order 2011-12K, "Governing the Expenditure of Public Funds for Offshore Services"**
ATTACHMENT 2.04.01	**"Notice of Intent to Renew and ODH Acceptance of Contract Renewal" (Note: For use if an "Extended" Contract Period is indicated in Section 1.02)**
ATTACHMENT A	**"Insert Title of Attachment referenced in Attachment 1.06 'Scope of Work, Deliverables, and Compensation'"**
ATTACHMENT B	**"Insert Title of Attachment referenced in Attachment 1.06 'Scope of Work, Deliverables, and Compensation'"**
ATTACHMENT C	**"Insert Title of Attachment referenced in Attachment 1.06 'Scope of Work, Deliverables, and Compensation'"**
ATTACHMENT D	**"Insert Title of Attachment referenced in Attachment 1.06 'Scope of Work, Deliverables, and Compensation'"**
ATTACHMENT E	**"Insert Title of Attachment referenced in Attachment 1.06 'Scope of Work, Deliverables, and Compensation'"**

ATTACHMENT F	**"Insert Title of Attachment referenced in Attachment 1.06 'Scope of Work, Deliverables, and Compensation'"**

1.06

Scope of Work and Deliverables	Due Date	Compensation
See ATTACHMENT 1.06, which is incorporated by reference as if fully rewritten herein.		

SECTION 2. CONTRACT TERMS and CONDITIONS Immediately Follows this Page.

SECTION 2. CONTRACT TERMS and CONDITIONS

2.01 In consideration of the mutual promises expressed in this Contract and intending to be legally bound, **CONTRACTOR** agrees to perform, and **ODH** agrees to pay **CONTRACTOR,** in accordance with the terms of this Contract.

2.02 Purpose of Contract. CONTRACTOR will provide ODH goods or services in accordance with the terms of this Contract.

2.03 Scope of Work, Deliverables, and Compensation. CONTRACTOR shall provide work, services, products and deliverables in the time and manner and for the compensation specified in section **1.06** and any **ATTACHMENT** specified or incorporated into section **1.06**.

2.03.01 In consideration of the Scope of Work and Deliverables specified in section **1.06**, **ODH** agrees to pay the Compensation set forth for each Deliverable specified in section **1.06** for a total Compensation for all work specified in the Scope of Work and for all specified Deliverables in an amount not to exceed the Total Contract Amount.

2.03.02 The **Total Contract Amount** includes the cost for all services, travel, or any other expenses that **CONTRACTOR** may incur as a result of **CONTRACTOR's** performance of this Contract. In the event that Section 1.06 specifically allows ODH to reimburse **CONTRACTOR** for travel and other related expenses, ODH will reimburse **CONTRACTOR** for those expenses in accordance with this section. Travel and travel-related expenses must be pre-approved by Contract Manager in advance of travel and may not exceed the amounts specified for the State Fiscal Year. **CONTRACTOR** may invoice **ODH** for reimbursement of travel and travel-related expenses no later than thirty days after the travel occurred. **CONTRACTOR** must invoice travel invoices separate from invoices for services and work. Reimbursement for authorized travel and other related expenses shall be limited to actual and necessary expenses as specified in R.C. 126.31 and R.C. 126.32 and the provisions of OAC 126-1-02. **CONTRACTOR** shall not submit claims for expenses which do not meet the requirements specified. **CONTRACTOR** shall submit all claims/travel invoices to the **Contract Manager** for approval prior to submitting a claim for reimbursement. **ODH** will not reimburse **CONTRACTOR** for any other expenses except as specifically provided in this Contract. For the purpose of determining allowable travel expenses, **CONTRACTOR's** headquarters shall be Franklin County, Ohio.

2.03.03 CONTRACTOR shall monitor the work under this Contract and shall not accept an assignment under this Contract if it will cause or is reasonably likely to cause the Compensation specified in section **1.06** to exceed the **Total Contract Amount** for the **Contract Period**.

2.03.04 CONTRACTOR waives the interest provisions of R.C. 126.30.

2.03.05 Subject to the provisions of R.C. 126.07 and R.C. 131.33, which shall at all times govern this Contract, **ODH** represents that it intends to maintain this Contract for the full **Contract Period** set forth in this Contract and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. **ODH** further represents that it will use best efforts to obtain the appropriation of any necessary funds during the **Contract Period**.

2.03.06 CONTRACTOR understands and agrees that the availability of necessary funds for this Contract is contingent on appropriations made by the Ohio General Assembly and, if applicable, and not solely funded by the Ohio General Assembly, another Contract Funding Source. If the Ohio General Assembly or other Contract Funding Source fails at any time to continue funding **ODH** for the Compensation specified in this Contract, this Contract is terminated as of the date funding expires without further obligation of **ODH**, State of Ohio, or any other Contract Funding Source.

2.03.07 ODH will not compensate **CONTRACTOR** for any work performed prior to receipt of written notification from the **ODH** Contract Manager that the requirements of R.C. 126.07 and, if applicable, R.C. 127.16 have been met. **ODH** will not compensate **CONTRACTOR** for any work performed after the Contract Ending Date, or Extended Contract Ending Date, as applicable.

2.03.08 Invoices. **CONTRACTOR** shall invoice **ODH** in accordance with Section 1.06, or Attachment 1.06, if applicable, for work or services **CONTRACTOR** provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to **ODH**, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. **ODH** will reimburse **CONTRACTOR** within forty-five (45) days of receipt of a valid invoice for the amount of payment due. **ODH** shall return any invalid or incomplete invoice to **CONTRACTOR** within fifteen (15) days after **ODH** receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Contract shall be submitted by **CONTRACTOR** no later than thirty (30) days after the end of the **Contract Period**.

2.03.09 **CONTRACTOR** shall furnish its own support staff and services as necessary for the satisfactory performance of this Contract. Unless otherwise specified in this Contract, **ODH** will not provide any staff, services, or material to **CONTRACTOR** for the purpose of assisting **CONTRACTOR's** performance.

2.03.10 ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to **CONTRACTOR** concerning the performance of the work described in this Contract. Upon such notice and within ten (10) days after receipt of instructions, **CONTRACTOR** shall comply with such instructions and fulfill such requests to the satisfaction of **ODH**. It is expressly understood by the Parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Contract and are not intended to amend or alter this Contract or any part thereof. The Contract Manager will communicate all such instructions and requests to **CONTRACTOR**.

2.03.11 ATTACHMENTS specified in section **1.05** of this Contract are made a part of, and are incorporated as terms and conditions of this Contract. In the event of a conflict of terms, the terms of the specified **ATTACHMENT** to this Contract shall take precedence over any conflicting terms appearing in this Contract.

2.04 Time of Performance.

2.04.01 Contract Period; Extension or Renewal. Upon approval by the Director of **ODH** and, if required, the Controlling Board, this Contract shall be effective on the "**Contract Beginning Date**" specified in section **1.02** of this Contract and will remain effective until the "**Contract Ending Date**" specified in that section, unless this Contract allows the **Contract Period** to be renewed or extended. In the event that section **1.02** of this Contract specifies that this Contract may be renewed or extended after the State of Ohio biennium ending on June 30th of each year ending in an odd number, e.g. June 30, 2013, then this Contract will terminate on the last day of that biennium. At that time, **ODH** may unilaterally renew or extend the Contract termination date to the "**Extended Contract Ending Date**" specified in section **1.02**, if one is specified. If authorized by section **1.02** and if **ATTACHMENT 2.04.01** is included in this Contract, **CONTRACTOR** may request that **ODH** consider the extension or renewal of this Contract by sending **ODH** the "Notice of Intent to Renew and ODH Acceptance of Contract Renewal" in accordance with the terms of that **ATTACHMENT.**

2.04.02 Pursuant to R.C. 126.07, this Contract is not valid nor enforceable in any fiscal year unless the director of budget and management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations, in an amount at least equal to the current fiscal year funding specified for each fiscal year that comprises the "Total Contract Amount. **CONTRACTOR** shall not perform nor charge **ODH** for any work performed by **CONTRACTOR** in the time period prior to receiving written notification from the Contract Manager that the requirements of R.C. 126.07 and, if applicable, R.C. 127.16 have been met. **CONTRACTOR** shall neither perform work nor submit an invoice for payment for any Contract performance after the Contract Ending Date, or if the Contract is extended, the Extended Contract Ending Date.

2.05 Independent Contractor. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract. Inasmuch as **ODH** is

interested in **CONTRACTOR's** end product, **ODH** does not control the manner in which **CONTRACTOR** performs this Contract. **ODH** is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123 and 4141 of the Ohio Revised Code (R.C.), respectively. In addition, **CONTRACTOR** assumes responsibility for tax liabilities that result from compensation paid to **CONTRACTOR** by **ODH**. **ODH** will report any payment made under this Contract to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Contract shall be construed as entitling **CONTRACTOR** to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of **ODH** or to become a member of the Public Employees Retirement System (R.C. Chapter 145.)

2.06 Conflict of Interest and Ethics Laws.

2.06.01 Neither **CONTRACTOR nor** any officer, member or employee of **CONTRACTOR** shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.

2.06.02 **CONTRACTOR** hereby covenants that **CONTRACTOR,** and any officer, member, or employee of **CONTRACTOR,** have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Contract.

2.06.03 **CONTRACTOR** shall not promise or give to any **ODH** employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. **CONTRACTOR shall** not solicit an **ODH** employee to violate any **ODH** rule or policy relating to the conduct of contracting Parties or to violate R.C. 102.03 to 102.04 or R.C. 2921.42.

2.06.04 **CONTRACTOR** hereby covenants that **CONTRACTOR** and any officer, member or employee of **CONTRACTOR** are in compliance with section R.C. 102.04 and that if **CONTRACTOR** is required to file a statement pursuant to R.C. 102.04(D)(2), such statement has been filed with the **ODH** General Counsel in addition to any other required filings.

2.06.05 **CONTRACTOR** hereby certifies compliance with the executive agency lobbying requirements of R.C. 121.60 to 121.69.

2.06.06 **CONTRACTOR** hereby certifies and affirms that, as applicable to **CONTRACTOR ,** no party listed in Division (I) or (J) of R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of $1,000.00 to the Governor or to his campaign committees. If it is determined that **CONTRACTOR's** certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, **CONTRACTOR** shall return to **ODH** all monies paid to **CONTRACTOR** under this Contract. The provisions of this section shall survive the expiration or termination of this Contract.

2.07 Nondiscrimination and Equal Employment Opportunity.

2.07.01 In carrying out this Contract, CONTRACTOR shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination as those laws may be amended from time to time, including but not limited to the following:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see www.lep.gov), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;

e. If grant funding is from the U.S. Department of Justice, comply with 28 C.F.R. pt. 54 (nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), 28 C.F.R. pt. 38 (Equal Treatment for Faith-Based Organizations, and Ex. Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations); and

f. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.

2.07.02 CONTRACTOR hereby certifies that **CONTRACTOR** has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office of the Ohio Department of Administrative Services. CONTRACTOR shall incorporate the foregoing State of Ohio and Federal laws relating to nondiscrimination in all of its contracts for performance of any of the work prescribed in this contract, and shall require all of its subcontractors to incorporate these requirements in all subcontracts for such work.

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

2.09 Records, Documents and Information. All records, documents, writings or other information produced or used by **CONTRACTOR** in the performance of this Contract shall be treated according to the following terms:

2.09.01 All **ODH** information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by **CONTRACTOR.** Where there is a question as to whether information is public or private, **ODH** shall make the final determination. **CONTRACTOR** shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. **CONTRACTOR** agrees to be bound by the same standards of confidentiality that apply to the employees of **ODH** and the State of Ohio. The terms of this section shall be included in any subcontracts executed by **CONTRACTOR** for work under this Contract.

2.09.02 All proprietary information of **CONTRACTOR** shall be held to be strictly confidential by **ODH**. Proprietary information is information which, if made public, would put **CONTRACTOR** at a disadvantage in the market place and trade of which **CONTRACTOR** is a part. **CONTRACTOR** is responsible for notifying **ODH** of the nature of the information prior to its release to **ODH**. **ODH** reserves the right to require reasonable evidence of **CONTRACTOR's** assertion of the proprietary nature of any information to be provided.

2.09.03 All records relating to costs, work performed and supporting documentation for invoices submitted to **ODH** by **CONTRACTOR** shall be retained and made available by **CONTRACTOR** for audit by the

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

2.10 Disclosure of Personal Health Information. **CONTRACTOR** hereby agrees that the information provided or made available by **ODH** shall not be used or disclosed other than as permitted or required by this Contract or as required by law. **CONTRACTOR** will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Contract. **CONTRACTOR** shall comply with 45 C.F.R.164.504(e)(2)(ii). **CONTRACTOR** shall immediately report to **ODH** any discovery of use or disclosure of information not provided for or allowed by the Contract. **CONTRACTOR** hereby agrees that anytime information is provided or made available to any subcontractor or agent, **CONTRACTOR** must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Contract. **CONTRACTOR** must obtain **ODH** approval prior to entering into such agreements. Further, **CONTRACTOR** agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of **CONTRACTOR's** obligations under this Contract.

2.11 Suspension and Termination. **ODH** may suspend or terminate this Contract for any reason thirty (30) days after delivery of written notice to **CONTRACTOR**. **ODH** may suspend or terminate this Contract immediately after delivery of written notice to **CONTRACTOR** if **ODH** discovers any illegal conduct on the part of **CONTRACTOR**; discovers a violation of **section 2.06** of this Contract regarding Conflict of Interest and Ethics Laws or section **2.15** regarding a Drug Free Workplace; is subject to a loss of funding as specified in **section 2.03.06**; discovers that **CONTRACTOR** or any of its subcontractors has performed any services under this Contract outside the United States and is not in compliance with **section 2.13** regarding Executive Order 2011-12K "Governing the Expenditure of Public Funds for Offshore Services"; or discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against **CONTRACTOR.** If at any time during the contractual period a bankruptcy or similar proceeding has been filed by or against **CONTRACTOR**, **CONTRACTOR** shall immediately notify **ODH** of the filing.

2.11.01 Contractor to Cease Work and Other Contract Activities. **CONTRACTOR**, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as **ODH** may require.

2.11.02 Determining Compensation after Contract Suspension or Termination. In the event of suspension or termination under this Contract, **CONTRACTOR** shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by **ODH** based on the compensation rate set forth in **section 2.03.01**, less any funds previously paid by or on behalf of **ODH**. In the case of services for which **CONTRACTOR's** compensation is based upon a fixed fee per deliverable, compensation shall be based on a reasonable percentage of the total services performed, as determined by **ODH**, less any funds previously paid by or on behalf of **ODH**. **ODH** shall not be liable for any further claims, and the claims submitted by **CONTRACTOR** shall not exceed the total amount of compensation allowed by this Contract.

2.12 Breach or Default.

2.12.01 Upon breach or default by **CONTRACTOR** of any of the provisions, obligations or duties provided for in this Contract, **ODH** may exercise all administrative, contractual, equitable or legal remedies

available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and **ODH** retains the right to exercise all remedies provided for in this Contract.

2.12.02 If **ODH** or **CONTRACTOR** fail to perform an obligation or obligations under this Contract and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by **ODH** shall not be effective unless it is in writing and signed by the Director of Health or his or her designee, except that Contract Manager may agree in writing to non-substantial changes to section **1.06**, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.

2.12.03 A breach or default based upon **CONTRACTOR's** failure to comply with section **2.13 Offshore Outsourcing** is subject to that section with regard to Contract termination, sanctions, and damages.

2.13 Offshore Outsourcing and Executive Order 2011-12K. CONTRACTOR affirms to have read and understands Executive Order 2011-12K "Governing the Expenditure of Public Funds for Offshore Services" (see **ATTACHMENT 2.13**) 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. **CONTRACTOR** also affirms, understands, and agrees to immediately notify **ODH** 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(s) that is outside of the United States.

2.13.01 Termination, Sanction, Damages. If **CONTRACTOR** or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. **ODH** is not obligated to pay and shall not pay for such services. If **CONTRACTOR** or any of its subcontractors perform any such services, **CONTRACTOR** shall immediately return to **ODH** all funds paid for those services. **ODH** may also recover from **CONTRACTOR** all costs associated with any corrective action **ODH** may undertake, including but not limited to an audit or a risk analysis, as a result of **CONTRACTOR** performing services outside the United States.

2.13.011 ODH may, at any time after the breach, terminate the Contract, upon written notice to **CONTRACTOR**. **ODH** may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

2.13.012 If **ODH** determines that actual and direct damages are uncertain or difficult to ascertain, **ODH** in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Contract.

2.13.013 ODH, in its sole discretion, may provide written notice to **CONTRACTOR** of a breach and permit **CONTRACTOR** to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, **ODH** may buy substitute services from a third party and recover from **CONTRACTOR** any costs associated with acquiring those substitute services.

2.13.014 Notwithstanding the **ODH** permitting a period of time to cure the breach or **CONTRACTOR's** cure of the breach, **ODH** does not waive any of its rights and remedies provided **ODH** in this Contract, including but not limited to recovery of funds paid for services **CONTRACTOR** performed outside of the United States, costs associated with corrective action, or liquidated damages.

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

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

2.16 Good Standing.

2.16.01 CONTRACTOR affirmatively represents and warrants to **ODH** that it is not subject to a finding for recovery under R.C. 9.24 or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. **CONTRACTOR** further affirmatively represents and warrants to **ODH** that it is not debarred or suspended from entering into state of Ohio contracts pursuant to R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R.180.110. **CONTRACTOR** agrees that if this representation and warranty is deemed false, the Contract will be void *ab initio* as between the Parties to this Contract, and any funds paid by **ODH** hereunder shall be immediately repaid to **ODH**, or an action for recovery may be immediately commenced by **ODH** for the recovery of said funds.

2.16.02 CONTRACTOR certifies that **CONTRACTOR** is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period **CONTRACTOR** is federally debarred from participating in government contracts funded by federal money, for whatever reason, **CONTRACTOR** shall immediately notify **ODH** of the debarment.

2.16.03 CONTRACTOR certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **CONTRACTOR** becomes disqualified from conducting business in Ohio, for whatever reason, **CONTRACTOR** shall immediately notify **ODH** of the disqualification.

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

2.18 Limitation of Liability. CONTRACTOR agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Contract, and nothing in this Contract shall be interpreted or construed to place any responsibility for professional acts or omissions onto **ODH**; and **ODH** agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Contract, and nothing in this Contract shall be interpreted or construed to place any such responsibility on the **CONTRACTOR**. **ODH's** liability for damages, whether in contract or in tort, shall not exceed the Total Contract Amount or the amount of direct damages incurred by **CONTRACTOR**, whichever is less, and is the **CONTRACTOR 's** sole and exclusive remedy for **ODH's** failure to perform its obligations under this Contract. In no event shall **ODH** be liable for any indirect or consequential damages, including loss of profit, even if **ODH** knew or should have known of the possibility of such damages. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of this Contract due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.

2.19 Insurance. CONTRACTOR will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done. **CONTRACTOR** will also provide for its employees performing work under this Contract employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with personal injury and bodily injury coverage.

2.20 Rights in Deliverables, Data and Copyrights. Any intellectual property or copyrightable materials produced specifically for and as a deliverable under the terms of this Contract, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. This section does not apply to any preexisting materials owned by **CONTRACTOR. CONTRACTOR** shall not obtain copyright, patent, or other proprietary protection for

the Deliverables. **CONTRACTOR** shall not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.

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

Remainder of Page is Intentionally Left Blank. Signature Page Immediately Follows.

IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to this Contract.

_____	_____
Date	Officer or Authorized Representative and Title CONTRACTOR
_____	_____
Date	Theodore E. Wymyslo, M.D., Director of Health Ohio Department of Health

Remainder of Page Immediately Following Signatures is Intentionally Left Blank.
ATTACHMENT 1.06 Immediately Follows this Page.

ATTACHMENT 1.06 Scope of Work, Deliverables, and Compensation.

	Scope of Work and Deliverables ***(Due Date and Compensation only noted if Applicable or Required)**	**Due Date***	**Compensation***
	During the Contract Period, CONTRACTOR agrees to the following:		
1.	As necessary or directed from time to time, report to ODH's Contract Manager, and consult with Contract Manager as necessary to assure mutual understanding of the work to be performed and the satisfactory completion of that work.		
2.	CONTRACTOR will provide a speaker, trainer, or other individual as may be required to perform the work identified in this Contract, that possesses the requisite experience, skill, education, license or certifications, or any other relevant competence that may be reasonably necessary and expected to perform the Scope of Work and Deliverables specified in this Contract.		
3.	This is a fixed-price Contract. ODH will compensate CONTRACTOR upon the successful completion of each deliverable, in accordance with Section 2.03 of this Contract. The Total Contract Amount includes the cost for all services, travel, or any other expenses that CONTRACTOR may incur as a result of CONTRACTOR's performance of this Contract.		
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(For OGC Use and SAMPLE Only in event that

"Extended Contract Beginning Date" and

"Extended Contract Ending Date" are specified in Section 1.02)

ATTACHMENT 2.04.01
Notice of Request to Extend or Renew Contract and ODH Acceptance

In accordance with the terms of the attached Contract between **CONTRACTOR** and **ODH**, **CONTRACTOR** hereby requests that **ODH** extend or renew the attached Contract with a **Contract Ending Date** of ***(e.g.) June 30, 2014***, for an additional term with an **Extended Contract Beginning Date** of ***(e.g.) July 1, 2014*** and an **Extended Contract Ending Date** of ***(e.g.) June 30, 2015*****,** subject to the terms and conditions of the attached Contract. **CONTRACTOR** understands that this "Notice of Request to Extend or Renew and ODH Acceptance" must be signed, dated, and provided to **ODH** in sufficient time, but no fewer than thirty days prior to the **Contract Ending Date**, to allow **ODH** to accept this extension or renewal prior to the expiration of the attached Contract.

CONTRACTOR agrees to extend the **Contract Ending Date** to the **Extended Contract Ending Date** of the attached Contract and understands that the remaining Contract terms will be renewed upon the same terms and conditions as currently provided in the Contract, and that the extension of the **Contract Ending Date** is solely for the following purpose: ***(e.g.) allowing completion of performance of the Contract, beyond the State of Ohio biennium, with no additional compensation.***

Date	Authorized Representative, Title CONTRACTOR

Acceptance of Request to Extend or Renew Contract

ODH agrees to extend and renew the attached **Contract with a Contract Ending Date** of ***(e.g.) June 30, 2014*****,** for an additional term with an **Extended Contract Beginning Date** and an **Extended Contract Ending Date** as set forth above, under and subject to the same terms and conditions of the attached Contract, and with no additional funding than already specified in section 2.03 of the Contract.

Date	Theodore E. Wymyslo, M.D. Director of Health, ODH

SECTION 2. CONTRACT TERMS and CONDITIONS.

2.01 In consideration of the mutual promises expressed in this Contract and intending to be legally bound, **CONTRACTOR** agrees to perform, and **ODH** agrees to pay **CONTRACTOR,** in accordance with the terms of this Contract.

2.02 Purpose of Contract. CONTRACTOR will coordinate the Ohio Buckles Buckeyes (OBB) program within **CONTRACTOR's** region and provide education and training to county OBB site coordinators on program implementation and maintenance in accordance with the requirements of the Contract Funding Source and the provisions of this Contract.

2.03 Scope of Work, Deliverables, and Compensation. CONTRACTOR shall provide work, services, products and deliverables in the time and manner and for the compensation specified in section **1.06** and any **ATTACHMENT** specified or incorporated into that section.

2.03.01 In consideration of the Scope of Work and Deliverables specified in section **1.06**, **ODH** agrees to pay the Compensation set forth for each Deliverable specified in this section for a total Compensation for all work specified in the Scope of Work and for all specified Deliverables in an amount not to exceed the Total Contract Amount.

2.03.02 The Total Contract Amount includes the cost for all services, travel, or any other expenses that **CONTRACTOR** may incur as a result of **CONTRACTOR's** performance of this Contract.

2.03.03 CONTRACTOR shall monitor the work under this Contract and shall not accept an assignment under this Contract if it will cause or is reasonably likely to cause the Compensation specified in section **1.06** to exceed the Total Contract Amount for the Contract Period .

2.03.04 CONTRACTOR waives the interest provisions of R.C. 126.30.

2.03.05 Subject to the provisions of R.C. 126.07 and R.C. 131.33, which shall at all times govern this Contract, **ODH** represents that it intends to maintain this Contract for the full Contract Period set forth in this Contract and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. **ODH** further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Contract Period.

2.03.06 CONTRACTOR understands and agrees that the availability of necessary funds for this Contract is contingent on appropriations made by the Ohio General Assembly and, if applicable, and not solely funded by the Ohio General Assembly, another Contract Funding Source. If the Ohio General Assembly or other Contract Funding Source fails at any time to continue funding **ODH** for the Compensation specified in this Contract, this Contract is terminated as of the date funding expires without further obligation of **ODH**, State of Ohio, or any other Contract Funding Source.

2.03.07 ODH will not compensate **CONTRACTOR** for any work performed prior to receipt of written notification from the **ODH** Contract Manager that the requirements of R.C. 126.07 and, if applicable, R.C. 127.16 have been met. **ODH** will not compensate **CONTRACTOR** for any work performed after the Contract Ending Date, or Extended Contract Ending Date, as applicable.

2.03.08 Invoices. CONTRACTOR shall invoice **ODH** quarterly for services **CONTRACTOR** provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to **ODH**, ATTN: Accounts Payable, P.O.

Box 118, Columbus, Ohio 43216-0118. **ODH** will reimburse **CONTRACTOR** within forty-five (45) days of receipt of a valid invoice for the amount of payment due. **ODH** shall return any invalid or incomplete invoice to **CONTRACTOR** within fifteen (15) days after **ODH** receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Contract shall be submitted by **CONTRACTOR** no later than thirty (30) days after the end of the Contract Period.

2.03.09 CONTRACTOR shall furnish its own support staff and services as necessary for the satisfactory performance of this Contract. Unless otherwise specified in this Contract, **ODH** will not provide any staff, services, or material to **CONTRACTOR** for the purpose of assisting **CONTRACTOR's** performance.

2.03.10 ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to **CONTRACTOR** concerning the performance of the work described in this Contract. Upon such notice and within ten (10) days after receipt of instructions, **CONTRACTOR** shall comply with such instructions and fulfill such requests to the satisfaction of **ODH**. It is expressly understood by the Parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Contract and are not intended to amend or alter this Contract or any part thereof. The Contract Manager will communicate all such instructions and requests to **CONTRACTOR**.

2.03.11 ATTACHMENTS specified in section **1.05** of this Contract are made a part of, and are incorporated as terms and conditions of this Contract. In the event of a conflict of terms, the terms of the specified **ATTACHMENT** to this Contract shall take precedence over any conflicting terms appearing in this Contract.

2.04 Time of Performance.

2.04.01 Contract Period; Extension or Renewal. Upon approval by the Director of **ODH** and, if required, the Controlling Board, this Contract shall be effective on the "Contract Beginning Date" specified in section **1.02** of this Contract and will remain effective until the "Contract Ending Date" specified in that section, unless this Contract allows the Contract period to be renewed or extended. In the event that section **1.02** of this Contract specifies that this Contract may be renewed or extended after the State of Ohio biennium ending on June 30th of each year ending in an odd number, e.g. June 30, 2013, then this Contract will terminate on the last day of that biennium. At that time, **ODH** may unilaterally renew or extend the Contract termination date to the "Extended Contract Ending Date" specified in section **1.02**, if one is specified. If authorized by section **1.02** and if **ATTACHMENT 2.04.01** is included in this Contract, **CONTRACTOR** may request that **ODH** consider the extension or renewal of this Contract by sending ODH the "Notice of Intent to Renew and **ODH** Acceptance of Contract Renewal" in accordance with the terms of that **ATTACHMENT.**

2.04.02 Pursuant to R.C. 126.07, this Contract is not valid nor enforceable in any fiscal year unless the director of budget and management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations, in an amount at least equal to the current fiscal year funding specified for each fiscal year that comprises the "Total Contract Amount. **CONTRACTOR** shall not perform nor charge **ODH** for any work performed by **CONTRACTOR** in the time period prior to receiving written notification from the Contract Manager that the requirements of R.C. 126.07 and, if applicable, R.C. 127.16 have been met. **CONTRACTOR** shall neither perform work nor submit an invoice for payment for any Contract performance after the Contract Ending Date, or if the Contract is extended, the Extended Contract Ending Date.

2.05 Independent Contractor. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract. Inasmuch as

ODH is interested in **CONTRACTOR's** end product, **ODH** does not control the manner in which **CONTRACTOR** performs this Contract. **ODH** is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123 and 4141 of the Ohio Revised Code (R.C.), respectively. **CONTRACTOR** assumes responsibility for tax liabilities that result from compensation paid to **CONTRACTOR** by **ODH**. **ODH** will report any payment made under this Contract to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Contract shall be construed as entitling **CONTRACTOR** to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of **ODH** or to become a member of the Public Employees Retirement System (R.C. Chapter 145.)

2.06 Conflict of Interest and Ethics Laws.

2.06.01 Neither **CONTRACTOR nor** any officer, member or employee of **CONTRACTOR** shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.

2.06.02 CONTRACTOR hereby covenants that **CONTRACTOR,** and any officer, member, or employee of **CONTRACTOR,** have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Contract.

2.06.03 CONTRACTOR shall not promise or give to any **ODH** employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. **CONTRACTOR shall** not solicit an **ODH** employee to violate any **ODH** rule or policy relating to the conduct of contracting Parties or to violate R.C. 102.03 to 102.04 or R.C. 2921.42.

2.06.04 CONTRACTOR hereby covenants that **CONTRACTOR** and any officer, member or employee of **CONTRACTOR** are in compliance with section R.C. 102.04 and that if **CONTRACTOR** is required to file a statement pursuant to R.C. 102.04(D)(2), such statement has been filed with the **ODH** General Counsel in addition to any other required filings.

2.06.05 CONTRACTOR hereby certifies compliance with the executive agency lobbying requirements of R.C. 121.60 to 121.69.

2.06.06 CONTRACTOR hereby certifies and affirms that, as applicable to **CONTRACTOR ,** no party listed in Division (I) or (J) of R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of $1,000.00 to the Governor or to his campaign committees. If it is determined that **CONTRACTOR's** certification of this requirement is false or misleading, not withstanding any criminal or civil liabilities imposed by law, **CONTRACTOR** shall return to **ODH** all monies paid to **CONTRACTOR** under this Contract. The provisions of this section shall survive the expiration or termination of this Contract.

2.07 Equal Employment Opportunity.

2.07.01 In carrying out this agreement, **CONTRACTOR** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in R.C. 125.111, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. **CONTRACTOR** shall incorporate these requirements in all of its

contracts for performance of any of the work prescribed within this Contract, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

2.07.02 CONTRACTOR hereby certifies that **CONTRACTOR** has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office of the Ohio Department of Administrative Services.

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

2.09 Records, Documents and Information. All records, documents, writings or other information produced or used by **CONTRACTOR** in the performance of this Contract shall be treated according to the following terms:

2.09.01 All **ODH** information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by **CONTRACTOR.** Where there is a question as to whether information is public or private, **ODH** shall make the final determination. **CONTRACTOR** shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. **CONTRACTOR** agrees to be bound by the same standards of confidentiality that apply to the employees of **ODH** and the State of Ohio. The terms of this section shall be included in any subcontracts executed by **CONTRACTOR** for work under this Contract.

2.09.02 All proprietary information of **CONTRACTOR** shall be held to be strictly confidential by **ODH**. Proprietary information is information which, if made public, would put **CONTRACTOR** at a disadvantage in the market place and trade of which **CONTRACTOR** is a part. **CONTRACTOR** is responsible for notifying **ODH** of the nature of the information prior to its release to **ODH**. **ODH** reserves the right to require reasonable evidence of **CONTRACTOR's** assertion of the proprietary nature of any information to be provided.

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

2.10 Disclosure of Personal Health Information. CONTRACTOR hereby agrees that the information provided or made available by **ODH** shall not be used or disclosed other than as permitted or required by this Contract or as required by law. **CONTRACTOR** will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Contract. **CONTRACTOR** shall comply with 45 C.F.R.1 § 64.504(e)(2)(ii). **CONTRACTOR** shall immediately report to **ODH** any discovery of use or disclosure of information not provided for or allowed by the

Contract. **CONTRACTOR** hereby agrees that anytime information is provided or made available to any subcontractor or agent, **CONTRACTOR** must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Contract. **CONTRACTOR** must obtain **ODH** approval prior to entering into such agreements. Further, **CONTRACTOR** agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of **CONTRACTOR's** obligations under this Contract.

2.11 Suspension and Termination. ODH may suspend or terminate this Contract for any reason thirty (30) days after delivery of written notice to **CONTRACTOR**. **ODH** may suspend or terminate this Contract immediately after delivery of written notice to **CONTRACTOR** if **ODH** discovers any illegal conduct on the part of **CONTRACTOR**; discovers a violation of **section 2.06** of this Contract regarding Conflict of Interest and Ethics Laws or section 2.15 regarding a Drug Free Workplace; is subject to a loss of funding as specified in **section 2.03.06**; discovers that **CONTRACTOR** or any of its subcontractors has performed any services under this Contract outside the United States and is not in compliance with **section 2.13** regarding Executive Order 2011-12K "Governing the Expenditure of Public Funds for Offshore Services"; or discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against **CONTRACTOR.** If at any time during the contractual period a bankruptcy or similar proceeding has been filed by or against **CONTRACTOR**, **CONTRACTOR** shall immediately notify **ODH** of the filing.

2.11.01 Contractor to Cease Work and Other Contract Activities. CONTRACTOR, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as **ODH** may require.

2.11.02 Determining Compensation after Contract Suspension or Termination. In the event of suspension or termination under this Contract, **CONTRACTOR** shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by **ODH** based on the compensation rate set forth in **section 2.03.01**, less any funds previously paid by or on behalf of **ODH**. In the case of services for which **CONTRACTOR's** compensation is based upon a fixed fee per deliverable, compensation shall be based on a reasonable percentage of the total services performed, as determined by **ODH**, less any funds previously paid by or on behalf of **ODH**. **ODH** shall not be liable for any further claims, and the claims submitted by **CONTRACTOR** shall not exceed the total amount of compensation allowed by this Contract.

2.12 Breach or Default.

2.12.01 Upon breach or default by **CONTRACTOR** of any of the provisions, obligations or duties provided for in this Contract, **ODH** may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and **ODH** retains the right to exercise all remedies provided for in this Contract.

2.12.02 If **ODH** or **CONTRACTOR** fail to perform an obligation or obligations under this Contract and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by **ODH** shall not be effective

unless it is in writing and signed by the Director of Health or his or her designee, except that Contract Manager may agree in writing to non-substantial changes to section **1.06**, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.

2.12.03 A breach or default based upon **CONTRACTOR's** failure to comply with section **2.13 Offshore Outsourcing** is subject to that section with regard to Contract termination, sanctions, and damages.
Section 2 Terms for Contracts:

2.13 Offshore Outsourcing and Executive Order 2011-12K. CONTRACTOR affirms to have read and understands Executive Order 2011-12K "Governing the Expenditure of Public Funds for Offshore Services" (see **ATTACHMENT 2.13**) 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. **CONTRACTOR** also affirms, understands, and agrees to immediately notify **ODH** 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(s) that is outside of the United States.

2.13.01 Termination, Sanction, Damages. If **CONTRACTOR** or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. **ODH** is not obligated to pay and shall not pay for such services. If **CONTRACTOR** or any of its subcontractors perform any such services, **CONTRACTOR** shall immediately return to **ODH** all funds paid for those services. **ODH** may also recover from **CONTRACTOR** all costs associated with any corrective action **ODH** may undertake, including but not limited to an audit or a risk analysis, as a result of **CONTRACTOR** performing services outside the United States.

2.13.011 ODH may, at any time after the breach, terminate the Contract, upon written notice to **CONTRACTOR**. **ODH** may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

2.13.012 If **ODH** determines that actual and direct damages are uncertain or difficult to ascertain, **ODH** in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Contract.

2.13.013 ODH, in its sole discretion, may provide written notice to **CONTRACTOR** of a breach and permit **CONTRACTOR** to cure the breach. Such cure period shall be no longer than 14 calendar days. During the cure period, **ODH** may buy substitute services from a third party and recover from **CONTRACTOR** any costs associated with acquiring those substitute services.

2.13.014 Notwithstanding the **ODH** permitting a period of time to cure the breach or **CONTRACTOR's** cure of the breach, **ODH** does not waive any of its rights and remedies provided **ODH** in this Contract, including but not limited to recovery of funds paid for services **CONTRACTOR** performed outside of the United States, costs associated with corrective action, or liquidated damages.

2.14 Assignment. CONTRACTOR will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of **ODH**. Any assignment or delegation not consented to may be deemed void by the **ODH**.
2.15 Drug Free Workplace. CONTRACTOR shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. **CONTRACTOR** shall make a good faith effort to ensure that all employees of **CONTRACTOR** do not purchase, transfer, use or possess illegal

drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

2.16 Good Standing.

2.16.01 CONTRACTOR affirmatively represents and warrants to **ODH** that it is not subject to a finding for recovery under R.C. 9.24 or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. **CONTRACTOR** further affirmatively represents and warrants to **ODH** that it is not debarred or suspended from entering into state of Ohio contracts pursuant to R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 Code of Federal Regulations (C.F.R.) §180.110. **CONTRACTOR** agrees that if this representation and warranty is deemed false, the Contract will be void *ab initio* as between the Parties to this Contract, and any funds paid by **ODH** hereunder shall be immediately repaid to **ODH**, or an action for recovery may be immediately commenced by **ODH** for the recovery of said funds.

2.16.02 CONTRACTOR certifies that **CONTRACTOR** is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. §180.220. If at any time during the contractual period **CONTRACTOR** is federally debarred from participating in government contracts funded by federal money, for whatever reason, **CONTRACTOR** shall immediately notify **ODH** of the debarment.

2.16.03 CONTRACTOR certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **CONTRACTOR** becomes disqualified from conducting business in Ohio, for whatever reason, **CONTRACTOR** shall immediately notify **ODH** of the disqualification.

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

2.18 Limitation of Liability. CONTRACTOR holds **ODH** harmless from any and all liability, suits, losses, judgments, damages, or any other demands arising out of the actions or omissions of **CONTRACTOR** while performing this Contract. **ODH**'s liability for damages, whether in contract or in tort, shall not exceed the Total Contract Amount or the amount of direct damages incurred by **CONTRACTOR**, whichever is less, and is the **CONTRACTOR 's** sole and exclusive remedy for **ODH's** failure to perform its obligations under this Contract. In no event shall **ODH** be liable for any indirect or consequential damages, including loss of profit, even if **ODH** knew or should have known of the possibility of such damages. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of this Contract due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.

2.19 Insurance. CONTRACTOR will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done. **CONTRACTOR** will also provide for its employees performing work under this Contract employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with personal injury and bodily injury coverage.

2.20 Rights in Deliverables, Data and Copyrights. The Deliverables provided by **CONTRACTOR** which includes any item produced under this Contract, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. **CONTRACTOR** shall not obtain copyright, patent, or other proprietary protection for the Deliverables. **CONTRACTOR** shall not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter. **2.21 Construction.** This Contract is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this agreement. If any portion of this Contract is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Contract shall not be affected thereby, provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Contract.

IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to this Contract.

VENDOR INFORMATION FORM

All parts of the form must be completed by the vendor. Incomplete forms will be returned. The information must be legible. Ensure this is the latest version of the form at www.ohiosharedservices.ohio.gov.

SECTION 1 – PLEASE SPECIFY TYPE OF ACTION

☐ NEW **(W-9 OR W-8ECI FORM ATTACHED)** ☐ CHANGE OF CONTACT PERSON/INFORMATON

☐ ADDITIONAL ADDRESS – (**A COPY OF AN INVOICE OR A LETTER INCLUDING THE ADDRESS IS REQUIRED)**

☐ CHANGE OF ADDRESS – (**PLEASE PROVIDE OLD ADDRESS BELOW OR ATTACH LETTER)**

ADDRESS TO BE REPLACED:

☐ CHANGE OF TIN **(W-9 & LETTER OF CLARIFICATION OF CHANGE, WHICH INCLUDES NEW & OLD TIN IS REQUIRED)**

☐ CHANGE OF NAME **(W-9 & LETTER OF CLARIFICATION OF CHANGE, MUST INCLUDES NEW & OLD NAME IS REQUIRED)**

☐ CHANGE OF PAY TERMS ☐ CHANGE OF PO DISPATCH METHOD ☐ OTHER_____

SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION

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

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

FEDERAL EMPLOYER ID (EIN) OR SOCIAL SECURITY NUMBER (SSN):

SECTION 3 – PLEASE PROVIDE COMPLETE ADDRESS

ADDRESS:		COUNTY:
CITY:	STATE:	ZIP CODE:

SECTION 4 – ADDITIONAL ADDRESS (IF MORE THAN 2 ADDRESSES, PLEASE INCLUDE A SEPARATE SHEET)

ADDRESS:		COUNTY:
CITY:	STATE:	ZIP CODE:

SECTION 5 – CONTACT INFORMATION & PERSON TO RECEIVE PURCHASE ORDER		
NAME:		
WEBSITE:		
PHONE:	FAX:	EMAIL:
PREFERRED METHOD OF BEING CONTACTED: (CHECK ONE)	☐ PHONE	☐ EMAIL

SECTION 6 – INDIVIDUAL TO RECEIVE EMAIL NOTICE OF BID EVENTS - A USER ID & PASSWORD WILL BE SENT TO THE EMAIL ADDRESS BELOW	
NAME:	
EMAIL:	PHONE:
TO ADD AN ADDITITIONAL OR REPLACE A STRATEGIC SOURCING CONTACT PERSON ☐ ADDITIONAL CONTACT PERSON ☐ REPLACE CONTACT PERSON **(WILL BE MARKED INACTIVE)**	
NAME:	
EMAIL:	PHONE:

SECTION 7 – PAYMENT TERMS (PLEASE CHECK ONE – IF NONE IS SELECTED THEN NET 30 WILL APPLY)				
☐ 2/10 NET 30	☐ NET 30	☐ NET 45	☐ NET 60	☐ NET 90

SECTION 8 – PURCHASE ORDER DISTRIBUTION – OTHER THAN USPS MAIL
EMAIL **OR** FAX:

SECTION 9 – PLEASE SIGN & DATE	
PRINT NAME:	
SIGNATURE: (DIGITAL SIGNATURES NOT ACCEPTED AT THIS TIME)	DATE:

SECTION 10 – STATE OF OHIO AGENCY CONTACT PERSON (AGENCY RECEIVING PAYMENTS FROM)
AGENCY CONTACT NAME/EMAIL/PHONE:

COMMENTS:

Note: This document contains sensitive information. Sending via non-secure channels, including e-mail and fax can be a potential security risk.

SUBMIT FORM TO:

Mail: Ohio Shared Services
Attn: Vendor Maintenance
P.O. Box 182880 Cols., OH 43218-2880
Email: vendor@ohio.gov
Fax: 1 (614) 485-1052

QUESTIONS? PLEASE CONTACT:

Phone: 1 (877) OHIO - SS1 (1-877-644-6771)
1 (614) 338-4781
Website: www.ohiosharedservices.ohio.gov/
Email: vendor@ohio.gov