

**AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
NAME OF CONSULTANT**

THIS AGREEMENT is between the Ohio Attorney General (hereinafter the “Attorney General”), 30 East Broad Street, 17th Floor, Columbus, Ohio 43215-3400, and Name of Consultant (hereinafter “Consultant”), Street Address, City, State, Zip.

The parties agree as follows:

I. NATURE OF AGREEMENT

A. Consultant shall be employed as an independent contractor, to fulfill the terms of this Agreement and to act as a consultant to the Attorney General. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that the Attorney General is the sole judge of the adequacy of such services.

B. The Attorney General enters into this Agreement in reliance upon Consultant’s representations that it has the necessary expertise and experience to perform its obligations hereunder, and Consultant warrants that it does possess the necessary expertise and experience.

C. Consultant shall perform the services to be rendered under this Agreement and the Attorney General shall not hire, supervise, or pay any assistants to Consultant in its performance of services under this Agreement. The Attorney General shall not be required to provide any training to Consultant to enable it to perform services required hereunder.

II. SCOPE OF WORK

A. Consultant shall perform the services (the “Work”) set forth in Exhibit 1, Scope of Work, attached hereto and made a part hereof.

B. In order to facilitate the Work, the Attorney General shall provide the resources set forth in Exhibit 1, Scope of Work.

III. TIME OF PERFORMANCE

A. The Work shall be commenced on or after the date of an approved purchase order.

B. The Work shall be concluded on or before _____, and this Agreement shall terminate on the earlier to occur of: (i) the date on which the Work is completed to the satisfaction of the Attorney General or (ii) the date on which this Agreement is terminated as provided in Article VI, Termination of Consultant’s Services.

C. [OPTION 1—two year term]Notwithstanding the foregoing, as the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall in any event expire no later than June 30, 2015. The Attorney

General may renew this Agreement once on the same terms and conditions by giving written notice prior to expiration. Such renewal shall begin July 1, 2015 and shall terminate June 30, 2017, unless sooner terminated as set forth herein.

D. [OPTION 2—one year term with option to renew for second year] Notwithstanding the foregoing, this Agreement shall expire no later than June 30, 2014. The Attorney General may renew this Agreement for an additional one year term on the same terms and conditions by giving written notice prior to expiration. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement and any renewal shall in any event expire no later than June 30, 2015.

E. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (“R.C.”) 3517.13, 127.16 or Chapter 102.

IV. COMPENSATION

A. The Attorney General shall pay Consultant no more than \$_____ for the Work.

B. The total amount due shall be computed according to the following cost schedule:

1. Cost Schedule

C. [OPTION 1 – no travel] Consultant shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of the Work.

D. [OPTION 2 – travel reimbursement] Consultant shall be reimbursed for the Consultant’s reasonable, actual and necessary travel, lodging, and other travel-related expenses incurred in the performance of the Work to the extent that such reimbursement is in the best interest of the state.

1. Only travel expenses which are pre-approved by the Attorney General will be reimbursed.

2. Travel expenses shall be reimbursed under the same rules and conditions that apply to state employees under Ohio Adm.Code 126-1-02, pursuant to the Ohio Office of Budget and Management (“OBM”) Travel Policy, attached as Exhibit .

3. If it is not possible to follow the OBM Travel Policy, with prior approval of the Attorney General, Consultant shall be reimbursed pursuant to the federal rates for reimbursement in the Continental United State.

4. Meals shall not be reimbursed unless overnight travel is both critical and essential.

E. Consultant must receive a purchase order from the Attorney General prior to filling an order or performing any of the Work.

F. After Consultant receives a purchase order, Consultant shall submit an [INVOICE FREQUENCY] invoice for the Work performed consistent with this Article IV, Compensation. Each invoice shall contain an itemization of the Work

performed, including dates the Work was performed and total hours worked, if required by Paragraph B.1., above, the location or address where the Work was performed, and the sum due at that time pursuant to this Agreement. All invoices shall contain Consultant's name and address and shall reference the Ohio Attorney General's Office and list the billing address as 30 E. Broad St., 15th Floor, Attn: Finance, Columbus, Ohio, 43215. After receipt and approval by the Attorney General of a proper invoice, as defined by Ohio Adm.Code 126-3-01(A)(5), payment will be made pursuant to Ohio Adm.Code 126-3-01. Unless otherwise directed by the Attorney General, invoices should be directed via email to: invoices@ohioattorneygeneral.gov.

G. In the event that any customer of Consultant negotiates a lower fee structure for the Work or comparable services, Consultant shall promptly notify the Attorney General and shall extend the lower negotiated rate to the Attorney General retroactively to the first date the lower rate was offered to another customer.

V. CERTIFICATION OF FUNDS

A. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the Attorney General gives Consultant written notice that such funds have been made available to the Attorney General by the Attorney General's funding source.

VI. TERMINATION OF CONSULTANT'S SERVICES

A. The Attorney General may, at any time prior to completion of the Work, suspend or terminate this Agreement with or without cause by giving written notice to Consultant.

B. In the event that the Work includes divisible services, the Attorney General may, at any time prior to completion of the Work, by giving written notice to Consultant, suspend or terminate any one or more such portions of the Work.

C. Consultant, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the Attorney General, furnish a report, as of the date Consultant receives notice of suspension or termination, describing the status of all Work, including, without limitation, results, conclusions resulting there from, and any other matters the Attorney General requires.

D. Consultant shall be paid for services rendered up to the date Consultant received notice of suspension or termination, less any payments previously made, provided Consultant has supported such payments with detailed factual data containing Work performed and hours worked. In the event of suspension or termination, any

payments made by the Attorney General for which Consultant has not rendered services shall be refunded.

E. In the event this Agreement is terminated prior to completion of the Work, Consultant shall deliver to the Attorney General all work products and documents which have been prepared by Consultant in the course of performing the Work. All such materials shall become, and remain the property of, the Attorney General, to be used in such manner and for such purpose as the Attorney General may choose.

F. Consultant agrees to waive any right to, and shall make no claim for, additional compensation against the Attorney General by reason of any suspension or termination.

G. Consultant may terminate this Agreement upon sixty (60) days' prior written notice to the Attorney General.

VII. RELATIONSHIP OF PARTIES

A. Consultant shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service and office space. Consultant will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

B. While Consultant shall be required to render services described hereunder for the Attorney General during the term of this Agreement, nothing herein shall be construed to imply, by reason of Consultant's engagement hereunder as an independent contractor, that the Attorney General shall have or may exercise any right of control over Consultant with regard to the manner or method of Consultant's performance of services hereunder.

C. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

D. It is fully understood and agreed that Consultant is an independent contractor and neither Consultant nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of the Attorney General or the State of Ohio, or as public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

E. For any employees or subcontractors working onsite at any Attorney General location, Consultant understands that these employees or subcontractors are subject to a background check conducted by the Attorney General. Such a background check may include criminal records, tax records, driving records, verification of academic credentials or degrees. The Attorney General may also conduct drug testing, field investigation, and polygraph examinations of certain employees of the Consultant or its subcontractors, if the Attorney General believes such action is necessary. The Attorney General reserves the right to refuse access to the job site at any time if the Attorney General determines in its discretion that Consultant's employee or subcontractor presents a potential security threat or if there is a change in the results of the background check at any time during the completion of the Work.

VIII. RECORD KEEPING

A. During performance of this Agreement and for a period of three (3) years after its completion, Consultant shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the Attorney General as the Attorney General may reasonably require.

IX. RELATED AGREEMENTS

A. All Work is to be performed by Consultant, who may subcontract without the Attorney General's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit 1, Scope of Work, but which are required for satisfactory completion of the Work.

1. Consultant shall not enter into subcontracts related to the Work without prior written approval by the Attorney General. All work subcontracted shall be at Consultant's expense.
2. Consultant shall furnish to the Attorney General a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

B. Consultant shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Attorney General to terms inconsistent with, or at variance from, this Agreement.

C. Consultant warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Attorney General, to perform substantially identical work for the State of Ohio such that the Work duplicates the work called for by the other agreements.

X. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

A. The Attorney General shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Consultant pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Consultant by the Attorney General shall be subject to copyright by Consultant in the United States or any other country. If Consultant has reason to believe that use of a specified item is subject to patent or copyright protection, Consultant shall immediately notify the Attorney General.

B. Consultant agrees that all original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Attorney General. Any requests for distribution received by Consultant shall be promptly referred to the Attorney General.

XI. CONFIDENTIALITY

A. Consultant shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Attorney General.

B. Consultant will not at any time or in any manner, directly or indirectly, disclose or communicate to any person other than employees or other authorized representatives of the Attorney General, or persons providing clerical services to Consultant in connection with this contract the nature of any subject data collected, received or generated by Consultant pursuant to this Agreement, without the advance written consent of the Attorney General. Consultant shall ensure that all persons providing clerical services in connection with this contract who may have access to confidential material are aware of the applicable confidentiality requirements.

C. The Consultant agrees not to use advertising, news releases, sales promotions, or other publicity matters relating to any product or service furnished by the Consultant wherein the Attorney General's name is mentioned, or language used from which a connection with the Attorney General may be reasonably inferred, without the prior, written consent of the Attorney General.

XII. LIABILITY

A. Consultant agrees to indemnify and to hold the Attorney General and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Consultant's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters and any claims involving patents, copyrights and trademarks.

B. Consultant shall bear all costs associated with defending the Attorney General and the State of Ohio against any claims.

C. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.

D. In conjunction herewith, Consultant agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of Consultant's obligations set forth herein. Such insurance shall at all times be in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of bodily injury to or death of one (1) person, and One Million Dollars (\$1,000,000) on account of bodily injuries or death of more than one (1) person as a result of any one (1) accident or disaster, and Two Hundred Fifty Thousand Dollars (\$250,000) for property damage in any one (1) accident. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of Ohio with an A.M. Best rating of at least "A" or be otherwise approved in writing by the Attorney General. Any insurance policy required hereunder shall include an endorsement naming the Attorney General and the State of Ohio as additional insureds. Prior to the effective date of this Agreement, Consultant shall provide the Attorney General with (i) a copy

of such endorsement and (ii) a certificate reflecting the coverage of the policy, each in a form acceptable to the Attorney General in its sole discretion. Such endorsement and certificate shall include Consultant's name and/or the AGO Contract # on this Agreement and be sent via e-mail to BusinessCounselContractReview@OhioAttorneyGeneral.gov. Consultant shall provide written notice to the Attorney General no less than thirty (30) days prior to a cancellation, non-renewal, expiration or material alteration of the coverage contained in any policy required hereunder, and shall provide to the Attorney General evidence of continuing coverage of any required policy no less than thirty (30) days prior to its expiration.

E. [Include this language if Paragraph D above is included] To the fullest extent permitted by applicable law, Consultant waives all rights against the Attorney General and its agents and employees for damages to the extent covered by any insurance, except rights to the proceeds of that insurance. All policies shall accomplish the waiver of subrogation by endorsement or otherwise.

XIII. ANTITRUST ASSIGNMENT

A. Consultant assigns to the Attorney General all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

XIV. CONSULTANT'S REPRESENTATIONS AND WARRANTIES

A. COMPLIANCE WITH LAWS. Consultant, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

B. DRUG FREE WORKPLACE. Consultant agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the Work purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

C. NONDISCRIMINATION OF EMPLOYMENT. Pursuant to R.C. 125.111 and the Attorney General's policy, Consultant agrees that Consultant, any subcontractor, and any person acting on behalf of Consultant or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the Work. Consultant further agrees that Consultant, any subcontractor, and any person acting on behalf of Consultant or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Work on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

D. AFFIRMATIVE ACTION PROGRAM. Consultant represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment

Opportunity and Affirmative Action Unit of the Department of Administrative Services.

E. CONFLICTS OF INTEREST.

1. No personnel of Consultant who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the Work shall, prior to the completion of the Work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the Work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Attorney General in writing. Thereafter, he or she shall not participate in any action affecting the Work, unless the Attorney General shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

F. ETHICS COMPLIANCE. Consultant represents, warrants and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Consultant further represents, warrants, and certifies that neither Consultant nor any of its employees will do any act that is inconsistent with such laws.

G. QUALIFICATIONS TO DO BUSINESS. Consultant affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement Consultant, for any reason, becomes disqualified from conducting business in the State of Ohio, Consultant will immediately notify the Attorney General in writing and will immediately cease performance of the Work.

H. CAMPAIGN CONTRIBUTIONS. Consultant hereby certifies that neither Consultant nor any of Consultant's partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions to the Attorney General in excess of the limitations specified in R.C. 3517.13.

I. FINDINGS FOR RECOVERY. Consultant warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24.

J. DEBARMENT. Consultant represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25.

K. OHIO RETIREMENT SYSTEM RETIRANT. If Consultant is a PERS retiree, as such term is defined by R.C. 145.38, Consultant shall notify the Attorney General of such status in writing prior to the commencement of Work. Notices pursuant to this Paragraph L shall be sent to the Attorney General's Director of Human Resources by mail at 30 E. Broad Street, 16th Floor, Columbus, Ohio 43215, by fax at (614) 728-7582, or by email at HR@OhioAttorneyGeneral.gov. The Attorney General shall not be responsible for any changes to Consultant's retirement benefits that may result from entering into this Agreement.

L. REPAYMENT. If the representations and warranties in Paragraphs I or J of this Article XIV are found to be false, this Agreement is void ab initio and Consultant shall immediately repay to the Attorney General any funds paid under this Agreement.

XV. MISCELLANEOUS

A. CONTROLLING LAW. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Consultant consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

B. WAIVER. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

C. SURVIVAL. The provisions of Articles IV, VI, VIII, X, XI, XII, XIII and XIV(L) hereof shall survive the termination or expiration of this Agreement.

D. SUCCESSORS AND ASSIGNS. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Consultant, without the prior written consent of the Attorney General.

E. NOTICES. Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

F. CONFLICT. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

G. HEADINGS. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

H. SEVERABILITY. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

I. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties

hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

J. EXECUTION. This Agreement is not binding upon the Attorney General unless executed in full, and is effective as of the last date of signature by the Attorney General.

K. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

L. FACSIMILE SIGNATURES. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CONSULTANT

By: _____

Name: _____

Title: _____

Date: _____

OHIO ATTORNEY GENERAL

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Approval as to form:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
Scope of Work

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EXHIBIT
Ohio Office of Budget and Management Travel Policy

126-1-02 Rates and requirements for reimbursement of travel expenses of state agents.

(A) Definitions

- (1) "Compensation" means payment for services rendered, whether made on an hourly, per diem, salaried, or fee basis but does not include reimbursement of travel expenses.
- (2) "Headquarters" means the office address at which a state agent has his/her primary work assignment.
- (3) "Continental U.S. travel" means travel within the Continental United States, including the lower forty-eight states, excluding Hawaii and Alaska.
- (4) "International travel" means travel outside of the Continental United States, including Hawaii and Alaska.
- (5) "Reimbursable travel expenses" means the following expenses, in addition to lodging, meals, per diem, and mileage, which are actually incurred as a necessary part of approved travel:
 - (a) Miscellaneous transportation expenses including parking charges, road tolls, and other reasonably incurred transportation expenses directly related to authorized travel, provided such expenses are listed separately on a state agent's travel expense reimbursement request;
 - (b) Commercial transportation expenses paid by the state agent including taxi cabs, rental cars, airfare, ferries, subways, bus, trains, and other commercial transportation providers;
 - (c) Registration fees paid by the state agent, which include conferences, seminars, meetings, and other professional events;
 - (d) Miscellaneous business expenses including telephone, facsimile, internet, and other similar charges paid by the state agent for official state business;
 - (e) Miscellaneous living expenses including laundry, dry cleaning, personal telephone calls, postage, and other living expenses.
- (6) "Non-reimbursable travel expenses" include, but are not limited to, the following:
 - (a) Alcoholic beverages purchased by the state agent;
 - (b) Entertainment expenses paid by the state agent;
 - (c) Incidental expenses, which include personal expenses incurred during travel that are primarily for the benefit of the state agent and not directly related to the official purpose of the travel. Examples include, but are not limited to, the purchase of personal hygiene items, magazines or books, movie rentals, tips or gratuities, and other miscellaneous items;
 - (d) Political expenses paid by the state agent;

(e) Travel insurance expenses paid by the state agent;

(f) The cost of traffic fines and parking tickets.

(7) "State agency" means every organized body, office, or agency established by the laws of the state for the exercise of any function of state government which uses money that has been appropriated to it directly and whose officers, members, or employees are not excluded under paragraph (A)(8) of this rule.

(8) "State agent" means any officer, member, or employee of a state agency whose compensation is paid, in whole or in part, from state funds but shall not include:

(a) Any officer, member, employee of, or consultant to the general assembly, supreme court, court of appeals, court of claims, any agency of these, or any state university or college as defined in division (A)(1) of section 3345.12 of the Revised Code; and

(b) Any volunteer serving without compensation.

(9) "Travel at state expense" means travel expenses which are paid from moneys appropriated directly to a state agency by the general assembly.

(10) "Receipt" means the original document provided by a service provider or merchant that indicates the merchant's name, date of purchase, transaction amount, and line item detail identifying the service or goods provided.

(11) "Conference" means a prearranged gathering with a formal agenda, for consultation or exchange of information or discussion that benefits the state, including seminars, meetings, and other professional events.

(12) "Paid travel status" means a state agent who is traveling on behalf of the state and is in an active pay status.

(B) Authority for travel and reimbursement

(1) Authority for travel

All travel by state agents at state expense or on paid travel status must be authorized prior to travel by the head of a state agency or his/her designee. Travel may be authorized only for official state business and only if the state agency has the financial resources to reimburse the state agent for travel expenses. State agents who are traveling or who are on paid travel status must, at all times, use prudent judgment in the use of state resources, incurring only those expenses necessary to carry out the official business of the state.

(2) Reporting requirements

(a) A state agent who has traveled at state expense and is requesting reimbursement of his/her travel expenses by a state agency shall report his/her travel expenses as prescribed by the office of budget and management. A state agent shall submit the travel expense reimbursement request within sixty days of the last date of travel. This time frame may be extended by the head of the state agency or his/her designee if mitigating circumstances exist, but in no case may this time frame exceed ninety days. A completed request for travel expense reimbursement may be denied by the office of budget and management for reasons including, but not limited to, a state agent's failure to submit the request in a timely, accurate, or truthful manner.

(b) A state agent shall obtain and provide all receipts required by this rule.

(c) At no time shall a state agent claim or be reimbursed more than is allowable under this rule.

(3) Approval of travel

When the head of a state agency or his/her designee approves of a state agent's travel, such action constitutes certification of the propriety of the reimbursement of such state agent's travel expenses. The head of a state agency or his/her designee may require any reasonable form of verification of an expense if he/she determines that additional verification is necessary to his/her certification of the propriety of the reimbursement or if required receipts are not available.

(4) Reimbursement of expenses

A state agent shall be reimbursed for his/her travel expenses as authorized by this rule upon approval by the head of a state agency or his/her designee. Reimbursement for travel expenses shall be via electronic funds transfer (EFT) and to the same bank account that a state agent has established for receipt of his/her compensation in accordance with section 124.151 of the Revised Code.

(5) Submission of original receipts

As specified by the office of budget and management, original receipts shall be submitted to the office of budget and management.

(6) Direct payment to vendor

Instead of reimbursing a state agent for his/her travel expenses, a state agency may make direct payment to a vendor who provides travel services for the state agent. A direct payment shall comply with the applicable rates and requirements specified in this rule.

(C) Transportation expenses

The head of a state agency or his/her designee shall, subject to the discretion of the office of budget and management, determine the appropriate mode or modes of transportation to be utilized by a state agent.

(1) Travel by state-owned automobile

Travel by state-owned automobile is authorized only for state agents and for other parties who are properly designated by a state agency and endorsed onto insurance coverage through the department of administrative services. Reimbursement is authorized for incurred service expenses necessary to the efficient and safe operation of a state-owned automobile. The names of all persons traveling in the same state-owned automobile and names of their respective state agencies shall be listed on any travel expense reimbursement request.

(2) Travel by privately owned automobile

Travel by privately owned automobile is authorized only if the owner thereof is insured under a policy of liability insurance complying with the requirements of section 4509.51 of the Revised Code. Reimbursement of mileage expenses incurred on state business is authorized at a rate up to the internal revenue service's business standard mileage rate, within the discretion of the director of the office of budget and management.

The reimbursement rate for mileage expenses incurred on state business may not fall below forty-five cents per mile, unless the internal revenue service's business standard mileage rate falls below forty-five cents per mile, in which case the director may lower the reimbursement rate below forty-five cents per mile. The director of the office of budget and management will review the appropriate reimbursement rate on a quarterly basis.

A state agent shall not be reimbursed for mileage commuting from his/her residence to his/her headquarters nor from his/her headquarters to his/her residence.

Travel expense reports shall indicate all intermediate destinations (i.e., specify intermediate towns and cities but not stops within a town or city) between the commencement and termination of travel as well as all vicinity mileage after arrival at destination. Reimbursement shall be made to only one of two or more state agents traveling in the same privately owned automobile, and the names of their respective state agencies shall be listed on the travel expense reimbursement request.

(3) Travel by commercial transportation

(a) Travel by commercial transportation is authorized at the lowest available rate. When any segment of travel by commercial transportation exceeds eight hours, the head of the state agency may authorize business class travel for the state agent.

(b) State funds shall not be expended to pay for unused reservations with commercial transportation unless the state agency is satisfied that failure to cancel or use the reservation was unavoidable.

(c) Travel within the state of Ohio by common air carrier at the lowest available rate is authorized for elected officials, directors, assistant directors, deputy directors, board and commission members, and heads of state agencies. State employees not listed above are authorized to travel within the state of Ohio by common air carrier at the lowest available rate only if flying is more economical than other modes of travel.

(d) Reimbursement is authorized for car rental if car rental is more economical than any other mode of transportation or if the state agent's destination is not easily accessible by any other mode of transportation.

(4) Required receipts for transportation expenses

Except as otherwise provided, receipts are required for all service expenses incurred in connection with the operation of state-owned automobiles, all commercial transportation expenses, and all miscellaneous transportation expenses exceeding ten dollars.

(D) Meal, incidental, and miscellaneous business expenses in the Continental U.S.

(1) Restrictions and reimbursement per diem

Meals and incidental per diem for state agents is authorized only when overnight lodging is required. State agents may receive per diem for meal and incidental expenses in accordance with the per diem rates established by the U.S. General Services Administration (www.gsa.gov), which is based on the lodging location. Per diem is designed to offset the additional cost of travel, not to entirely pay for the state agent's meal and incidental expenses. The amount of per diem shall be adjusted on departure and return days based upon the time of departure and return. The standard meal and incidental expenses allowance is based on a

full day of official travel (twenty-four hours) within the Continental U.S. Where overnight lodging is required and where a state agent is on travel status for less than a full day, the state agent must pro-rate the meal and incidental expenses rate for the departure and return days as follows:

- (a) Twenty-five per cent of the standard meal and incidental expenses allowance if the state agent is on travel status for less than six hours;
- (b) Fifty per cent of the standard meal and incidental expenses allowance if the state agent is on travel status for six hours but less than twelve hours;
- (c) Seventy-five per cent of the standard meal and incidental expenses allowance if the state agent is on travel status for twelve hours but less than eighteen hours;
- (d) One hundred per cent of the standard meal and incidental expenses allowance if the state agent is on travel status for eighteen hours but less than twenty-four hours.

(2) Incidental expenses included in the per diem allowance are listed below and are thus not separately reimbursable:

- (a) All gratuities given to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses and others on ships, taxi drivers, and hotel servants in foreign countries;
- (b) Any transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the temporary duty site;
- (c) Mailing costs associated with filing travel reimbursement requests.

(3) A receipt shall be required for any single miscellaneous business expenses charge over ten dollars. State agents shall first use any free internet or phone services prior to incurring these expenses.

(E) International meal, incidental, and miscellaneous business expenses

(1) A state agent traveling outside the Continental U.S., assigned to a foreign office, or otherwise on approved international travel status, including international conferences, shall be entitled to reimbursement of meals at actual cost when such cost is reasonable as determined by the head of the state agency or his/her designee.

(2) If the state agent is in overnight international travel status for more than one week, including a weekend, miscellaneous living expenses will be reimbursed.

(3) Receipts shall be required for all international travel expenses, which includes commercial transportation, lodging, meal, incidental expenses, and miscellaneous living expenses. A receipt shall be required for any single miscellaneous business expense charge exceeding ten dollars. State agents shall first use any free internet or phone services prior to incurring these expenses.

(F) Lodging

(1) Continental U.S.

Reimbursement for lodging in commercial establishments is authorized per state agent per calendar day in accordance with the per diem rates established by the U.S. General Services Administration for

reimbursement of expenses incurred while on official travel within the Continental U.S. at actual cost up to the maximum allowable lodging rate for that location, plus applicable taxes on the entire room.

(2) International

Reimbursement for lodging in commercial establishments is authorized per state agent per calendar day at actual cost when such cost is reasonable as determined by the head of a state agency or his/her designee.

(3) Receipts are required for all lodging expenses.

(4) Overnight lodging may be reimbursed only when the state agent is traveling on official state business and is either:

- (a) At a location greater than forty-five miles of both the state agent's residence and headquarters, or;
- (b) At a location greater than thirty miles of both the state agent's residence and headquarters for conference purposes.

(G) Conferences

Reimbursement is authorized for conference registration fees and conference expenses as follows:

(1) Registration fees

Conference registration fees may be reimbursed to the state agent, or conference registration fees may be paid directly by a state agency in advance of the event. If the registration fee includes any meals, the state agent shall not be reimbursed for those same meals under paragraphs (D) and (E) of this rule, and any amount reimbursed to the state agent under paragraphs (D) and (E) of this rule for meals shall be adjusted accordingly.

(2) Meal and incidental

If the event includes or provides a meal, the state agent shall not be reimbursed for that same meal under paragraphs (D) and (E) of this rule. State agents shall receive per diem for any meals not provided by the event and incidentals at the rate prescribed by the U.S. General Services Administration.

When meals are included with registration expense, the number and type of meals must be identified by the state agent. If a meal is offered as part of the event and the state agent has medical restrictions, the state agent should make every effort to have the conference facilitate his or her needs. If the event does not honor the request, the state agent is not required to deduct the applicable meal allowance from the per diem, but must include documentation explaining the situation.

(3) Lodging

Lodging at the event site or lodging at a hotel identified in the event registration materials as one of the event hotels may be reimbursed at actual cost, provided such cost is reasonable as determined by the head of a state agency or his/her designee.

(4) Required receipts for conference expenses

Receipts are required for expenses exceeding ten dollars.

(5) Direct payment

Instead of reimbursing a state agent for his/her conference expenses, a state agency may make direct payment to a vendor who provides event services for the state agent.

(H) Agency contractors

State agencies desiring to reimburse travel, lodging, and meal expenses should negotiate such reimbursement with the contractor or vendor when negotiating the cost of the contract, but shall not negotiate rates higher than those authorized by this rule.

(I) Exceptions

(1) Upon written request submitted to the director of budget and management by the head of a state agency or his/her designee prior to the expense being incurred, the director of the office of budget and management may grant exceptions to this rule only for travel by law enforcement officials, insurance examiners, state agents on continuous travel status for two or more consecutive days, state agents requiring special travel arrangements due to a disability, and state agents whose workday is other than eight a.m. to five p.m. or if state agents whose in-state travel and lodging arrangements are economically advantageous to the state. Other exceptions may be granted upon a written request submitted to the director of budget and management by the head of a state agency or his/her designee prior to the expense being incurred or, at the director's discretion, after the expense has been incurred. No exception shall remain in effect for more than one fiscal year.

(J) Amendment to this rule

An amendment to this rule applies to travel on or after the effective date of the amendment.