

**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 43215-3414, and **Name of Consultant** (hereinafter “Consultant”), [For prevailing wage construction projects] or “Contractor”), **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 contractor 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 **Date**, 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, Suspension or Termination of Consultant’s Services.

C. 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, 2021. 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, 2021 and shall expire no later than June 30, 2023, unless sooner terminated as set forth herein.

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D. 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 \$0.00 for the Work.

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

1. Cost Schedule

C. Consultant shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of the Work.

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

E. 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.

F. 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

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. SUSPENSION OR 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.

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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 ninety (90) days' prior written notice to the Attorney General. Such termination is subject to the same processes and requirements set forth in this Article.

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. For any employees or subcontractors working either onsite at any Attorney General location, or via remote access to any Attorney General information system, 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 or field investigation 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 or the information system at any time if the Attorney General determines in its discretion that

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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.

E. 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 agents, servants, or employees of the Attorney General or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement System benefits. If Consultant is a PERS retirant, 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. Consultant shall notify Attorney General via the Independent Contractor/Worker Acknowledgement Form provided by the Ohio Public Employees Retirement System ("OPERS"), found here: <https://www.opers.org/forms-archive/PEDACKN.pdf>. Notices pursuant to this Paragraph shall be sent to the Attorney General by email to: OPERS@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.

Consultant's failure to complete and submit the Independent Contractor/Worker Acknowledgement form linked in Paragraph VII(E) at the time Consultant executes this Agreement shall serve as Consultant's certification that Consultant is a "business entity" as that term is defined in R.C. 145.037.

VIII. RECORD KEEPING

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.

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B. All data or information provided by the Attorney General under this Agreement remains the property of the Attorney General. Consultant shall only use the data and information provided by the Attorney General for the specific purposes set forth in this Agreement, and for no other purpose. Upon the expiration or earlier termination of this Agreement, Consultant shall return all data or information provided by the Attorney General under this Agreement and any copies thereof, or destroy such data or information if it cannot be returned, pursuant to the instructions provided by the Attorney General.

C. 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.

D. 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

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. Except as required by law, Consultant shall not disclose, retain, copy or otherwise use, in any way, Attorney General's use of the Work, including, without limitation, research, analyses, searches, frequency of searches and subject matter of the searches ("Attorney General Work Product"). Consultant shall not store any Attorney General Work Product in any vendor-controlled system.

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 described in paragraph A above.

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

XIII. INSURANCE

A. Until all obligations under this Agreement are complete, and without limiting Consultant's indemnification obligations herein, Consultant agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name, the insurance policies set forth below. All commercial insurance required herein shall be provided by insurers authorized to engage in the business of insurance in the State of Ohio with an A.M. Best rating of at least "A-VII," or a comparable rating agency. Consultant shall also cause each of its subcontractors under this Agreement, if applicable, to comply with the requirements in this Article XIII.

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B. The insurance obligations set forth under this Agreement shall be the minimum insurance coverage requirements and/or limits required by this Agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the Attorney General. No representation is made by the Attorney General that the minimum insurance requirements in this Agreement are sufficient to cover the obligations of Consultant under this Agreement. Consultant's insurance coverage shall be at least as broad as the following:

1. Commercial General Liability (CGL): written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to each location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limits.
2. Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000.00 per accident for bodily injury or disease. If Consultant is a sole proprietor, partnership, or has no statutory requirement for workers' compensation, Consultant must provide a letter stating that it is exempt and agreeing to hold the Attorney General and the State of Ohio harmless from loss or liability for such.
3. Professional Liability (Errors and Omissions) Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this Agreement and shall cover all applicable Consultant personnel or subcontractors who perform professional services related to this Agreement.

C. The insurance policies required by this Agreement shall contain, or be endorsed to contain, the following provisions:

1. **ADDITIONAL INSURED STATUS.** Except for Workers' Compensation and Professional Liability insurance, the Attorney General and the State of Ohio, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Consultant's insurance.
2. **PRIMARY COVERAGE.** For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the Attorney General or the State of Ohio, its officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with it.
3. **UMBRELLA OR EXCESS INSURANCE POLICIES.** Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.
4. **NOTICE OF CANCELLATION.** Consultant shall provide the Attorney General with 30 days' written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change

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to the insurance limits, terms or conditions that would limit or alter the Attorney General or the State of Ohio’s available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

5. **WAIVER OF SUBROGATION.** Consultant hereby grants to the Attorney General and the State of Ohio a waiver of any right to subrogation which any insurer of Consultant may acquire against the Attorney General or the State of Ohio by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Attorney General or the State of Ohio has received a waiver of subrogation endorsement from the insurer.

6. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Deductibles and self-insured retentions must be declared to and approved by the Attorney General. The Attorney General may require the Consultant to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or the State of Ohio.

7. **CLAIMS-MADE POLICIES.** If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the Work. The Discovery Period must be active during the Extended Reporting Period.

D. **VERIFICATION OF COVERAGE.** Consultant shall furnish the Attorney General with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Attorney General before work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Consultant’s obligation to provide them. The Attorney General reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E. **SUBCONTRACTORS.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the Attorney General and the State of Ohio are additional insureds on insurance required from subcontractors.

F. **SPECIAL RISKS OR CIRCUMSTANCES.** The Attorney General reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

XIV. ANTITRUST ASSIGNMENT

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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.

XV. 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. 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.

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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 campaign of the current Ohio 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 any governmental agency.

K. BOYCOTTING. Pursuant to R.C. 9.76(B), Consultant warrants that Consultant is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

L. OHIO RETIREMENT SYSTEM RETIRANT. 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 agents, servants, or employees of the Attorney General or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement System benefits. If Consultant is a PERS retirant, 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. Consultant shall notify Attorney General via the Independent Contractor/Worker Acknowledgement Form provided by the Ohio Public Employees Retirement System (“OPERS”), found here: <https://www.opers.org/forms-archive/PEDACKN.pdf>. Notices pursuant to this Paragraph shall be sent to the Attorney General by email to: OPERS@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.

Consultant’s failure to complete and submit the Independent Contractor/Worker Acknowledgement form linked above at the time Consultant executes this Agreement shall serve as Consultant’s certification that Consultant is a “business entity” as that term is defined in R.C. 145.037.

M. REPAYMENT. If the representations and warranties in Paragraphs I or J of this Article XV 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.

XVI. 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, XIV and XV(M) 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.

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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.

1. Exhibit 1, Scope of Work;
2. Exhibit 2, Request for Proposals;
3. Exhibit 3, Consultant’s Response to the Request for Proposals;
4. Exhibit 6, Ohio Attorney General Non-Employee Computer Usage, Network Access, Internet Usage and Social Media Policy Contractor Employee Acknowledgement; and

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)

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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: _____

Assistant Attorney General
Finance Section, Business Counsel Unit

Date: _____

EXHIBIT 1
Scope of Work

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EXHIBIT 

[Select the appropriate language]

**Ohio Attorney General Non-Employee Computer Usage, Network Access, Internet Usage and Social Media Policy
Contractor Employee Acknowledgement**

This Ohio Attorney General (“AGO”) Non-Employee Computer Usage, Network Access, Internet Usage, and Social Media Policy Contractor Employee Acknowledgement (the “Acknowledgement”) sets forth the policies and procedures for proper computer, network, Internet, and social media use by all non-AGO personnel performing work for the AGO (the “User”). This Computer Usage, Network Access, Internet Usage, and Social Media Policy (the “Policy”) applies to all independent contractors and/or any other consultant performing work for any contractor or consultant doing business with the AGO and their employees. Any violation of this Policy may result in, among other penalties and liabilities, immediate removal of User access to all AGO systems and notification to the User’s employer of the violation. Some circumstances may justify termination of this Agreement for cause by the AGO. The AGO may temporarily suspend or block a User’s access to an account when it appears reasonably necessary to do so to protect the security of the AGO network or to protect the AGO from liability. **All Users will be held personally responsible and liable, to the fullest extent of the law, for actions in violation of this Policy.**

I. COMPUTER USAGE AND NETWORK ACCESS POLICY

In order to comply with Ohio law and to ensure the security and integrity of AGO network resources (e.g. routers, switches, servers, workstations, printers, etc.), the User shall:

- Acknowledge he/she has been provided with and will comply with the provisions of this Policy;
- Utilize the AGO’s network resources and any information/data provided therefrom for authorized use only;
- Use all computer resources, including, but not limited to, equipment, hardware, software, documentation, and data solely for AGO business;
- Immediately notify the AGO of any proven or suspected unauthorized disclosure or exposure of any AGO data or of information or identity theft;
- Immediately notify the AGO if a Security Event has occurred or if suspicion of a Security Event has been identified. A Security Event includes, but is not limited to:
 - Any abnormality in the environment that could lead to a compromise of the system integrity or result in disclosure of data,
 - Hack attempts,
 - Malware,
 - Changes in security infrastructure,

- System failures,
- Compromised user accounts, and
- Lost/stolen laptop or media.
- Promptly notify the AGO of the date of separation if User leaves the employer or if access to AGO networks, applications, systems, and/or AGO data is no longer required. Access to the AGO network may be rescinded for failure to provide such notice;
- Take all reasonable precautions to prevent the dissemination of User's credentials by any means, including, but not limited to, not sharing the User's username and password, not writing down the username and password, etc.;
- Create a password in compliance with the AGO password criteria set forth below. The AGO reserves the right to change the password criteria from time to time. Compliance with the AGO password criteria will be enforced via automated password authentication or public/private keys with strong pass-phrases. The AGO password criteria are as follows:
 - Minimum 12 characters,
 - Must include 3 of the 4: a-z, A-Z, 0-9, and special characters,
 - Passwords will require being reset based on level of access at the AGO's discretion,
 - Passwords must be kept securely by the account owner, and never be shared,
 - Passwords must not contain sequences 01, 123, abc, etc.,
 - Passwords must not contain properly spelled dictionary words, and
 - Passwords must not be directly identifiable to the user (e.g. social security number, date of birth, spouse's name, username, etc.).

Password history will be retained for 24 changes to ensure unique passwords. Inactive accounts will be disabled at 90 days, and removed at 120 days. Users of accounts that reach 120 days of inactivity must reapply for an account.

- Comply with all applicable network or operating system restrictions, whether or not they are built into the operating system or network, and whether or not they can be circumvented by technical means;
- Comply with all federal, Ohio, and any other applicable law, including, but not limited to: Internal Revenue Service Publication 1075 which is based on United States Code Title 26, Section 6103; Ohio Revised Code Chapter 1347; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated omnibus rule to modify the HIPAA Privacy, Security and Enforcement Rules; and the Health information Technology for Economic and Clinical Health ("HITECH") Act; and
- Comply with all applicable contracts and licenses.

User shall not:

- Move, alter, delete, copy, or otherwise change any information/data stored or contained on AGO networks or computers without express, written authorization by the AGO (e.g. a written agreement, scope of work, or approved vendor quotation).
- Leave a computer unattended for any period of time unless it is secured in such a way that the computer cannot be used by any other individual (e.g. sign-off procedure, password protected screen saver, etc.);

- Make paper, electronic, or any other copies or reproductions of any AGO information/data or licensed materials, regardless of how the information/data or materials were obtained, without prior authorization from the AGO;
- Use an e-mail account, username, or signature line other than the User's own;
- Attempt to represent himself or herself as any individual other than him/herself. This specifically includes, but is not limited to, use of the Internet, e-mail, online service account, or signature line; and
- Share any information/data gained through use of AGO networks with anyone outside the AGO without prior authorization from the AGO.

II. INTERNET USAGE POLICY

Improper use of the AGO's Internet and Internet services can waste time and resources, violate AGO policies, and create legal liability and embarrassment for both the AGO and the User. The AGO's Internet services include, but are not limited to, e-mail, file transfer protocol, and access to the World Wide Web. This Policy applies to use of the AGO's Internet and Internet services (collectively the "Internet") accessed using AGO network resources or paid Internet access methods, and used in a manner that identifies the User with the AGO.

User's authorized Internet access will be provided by the AGO through vendors approved by the Information Technology Services Section of the AGO ("ITS"). All other access methods to the Internet are prohibited.

All activities that require use of the AGO's Internet must be pre-approved by the AGO. Certain activities that require use of the AGO's Internet are strictly prohibited. Therefore, the User shall not use the AGO's Internet in connection with any of the following activities:

- Engaging in illegal, fraudulent, or malicious conduct;
- Engaging in conduct that is beyond the scope of the contract or retention agreement, if applicable, for which User access is granted;
- Transmitting, downloading, retrieving, or storing offensive, obscene, defamatory, or otherwise prohibited material (including, but not limited to, pornographic, X-rated, religious, political, threatening, or racial or sexual harassing content);
- Harassment of any kind;
- Monitoring or intercepting the files or electronic communications of AGO employees or third parties;
- Attempting to test, circumvent, or defeat the security systems of the AGO or any other organization, or accessing or attempting to access the AGO's or any other organizations' systems without prior authorization from the AGO;
- Providing access to anyone other than the User to the AGO Internet and/or network resources without prior authorization from the AGO;
- Providing anyone access to or disseminating any AGO information/data, regardless of whether or not it is considered confidential or public, and regardless of how the information/data was obtained;
- Using or accessing social media;
- Participating in chat rooms, open forum discussions, interactive or instant messaging unless such participation is for business purposes and pre-approved by ITS;

- Operating a business for personal gain, sending chain letters, or soliciting money in any way for religious, political, charitable, personal, or business purposes while acting within the scope of User's work and using AGO Internet services;
- Transmitting, collecting, and/or receiving incendiary statements which might incite violence or describe or promote the use of weapons or devices associated with terrorist activities;
- Distributing frivolous, non-business related material such as jokes and or cartoons; and
- Participating in any other unauthorized activity that may bring damage, discredit upon, or create liability to the AGO.

III. SOCIAL MEDIA POLICY

Social media and social networking sites are not private and the User shall use good professional judgment regarding any references to the AGO, this Acknowledgement, any applicable contract or memorandum of understanding, clients of the AGO, or services provided by the AGO. All Users shall abide by and be aware of the following:

- Personal blogs shall contain clear disclaimers that the views expressed by the author in the blog are the author's alone and do not represent the views of the AGO;
- User shall refrain from discussions regarding employees and clients of the AGO on any social media or networking site;
- Social media activities shall not be conducted on AGO networks or while using the AGO's Internet;
- User's online presence may be linked to this Acknowledgement, any applicable related contract or memorandum of understanding, and the AGO. Be aware that the User's actions captured through images, posts, or comments should not include illegal, harassing, or other content that violates the law and/or the User's employer's or the AGO's policies or ethical requirements. Such conduct may lead to termination of the User's employment relationship with the AGO;
- AGO logos and templates shall not be used on personal blogs or for personal postings on social network sites; and
- Users engaging in chat rooms, blogging, tweeting, or other social media during non-working hours shall not reference or discuss information from the AGO or represent themselves as employees of, or spokespersons for, the Attorney General or the AGO.

IV. USER'S UNDERSTANDINGS

- User understands that any User who engages in electronic communications with people or entities in other states or countries, or on other systems or networks, are on notice that they may also be subject to the laws of those other states and countries and the rules and policies of those other systems and networks. User is responsible for obtaining, understanding, and complying with the laws, rules, policies, contracts, and licenses applicable to their particular uses.
- User understands that the confidentiality and privileged nature of AGO files and information/data must be respected and protected. User understands that the AGO retains the right, and has the capability, among other security measures, to review, audit, or monitor the User's directories, files, e-mails (both sent and received), as well as Internet usage to ensure maintenance of information/data integrity. User also understands that the AGO has the right to remove or destroy unauthorized materials found on AGO networks and to terminate User's employment relationship with the AGO for breach of this Policy.

- User understands that, among other security measures, the AGO makes backup copies and stores User information. User activities are therefore not private and User content is potentially stored on AGO servers. User also understands that the AGO is subject to public records disclosure and to discovery requests and that the User's activities and information may be released pursuant to a public records or discovery request.
- User understands that web browsers leave "footprints" that provide a record of all site visits. Access to, and use of, the Internet is not confidential and may be a public record.
- User understands that all Users and their employers will be held responsible and liable to the fullest extent of the law for actions while using the AGO's network resources, computers, and Internet.

User Acknowledgement

By signing below, you, as a User, acknowledge that you have read and understand this Policy, and you, the User, agree to comply with the terms of this Policy.

Printed Name of User: _____ Title: _____

User's Employer: _____ Contract End Date: _____

User's Phone Number: _____ User's E-mail: _____

Requested Period of Access:

From: _____ To: _____

Application or resources requested:

(VPN, AGO Domain Account, systems support, etc.)

Public IP: _____

User's Signature: _____ Date: _____

Account Identity Control Information (1): _____(mother's maiden name, etc.)

Account Identity Control Information (2): _____(first car owned, etc.)

The above Account Identity Control Information will be used to identify you in the event that you have lost or do not remember your account ID or password. The User must provide two unique pieces of information as a shared secret with the AGO to verify your identity when account resets and other services that require identity verification are needed. It is the User's obligation to provide and secure these shared secrets in the same manner that is required for account credentials.

Employer Acknowledgement

By signing below, you, as the User's employer, acknowledge that you are a duly authorized representative of the User's employer able to bind the employer to the terms of this Acknowledgement. By signing below, you, as the User's employer, also agree that access by the employer may be rescinded at the discretion of the AGO, with prior notice, if the employer fails to take reasonable precautions, as defined above, to avoid a breach of this Policy and/or to ensure that the employer's Users do not breach this Policy.

Printed Name: _____ Title: _____

Employer's Signature: _____ Date: _____

Employer's Phone Number: _____

Employer's E-mail: _____

Official AGO Use Only:

AGO Contract #: _____

AGO ITS Work Order Number: _____

AGO issued username: _____

AGO issued rights: _____

AGO Chief Information Officer, Chief Information Security Officer, or their designee

Name: _____ Title: _____

Signature: _____ Date: _____

Comments: _____



**Ohio Attorney General Non-Employee Network Access Policy
Acknowledgement**

This Ohio Attorney General (“AGO”) Non-Employee Network Access Policy Acknowledgement (the “Acknowledgement”) sets forth the policies and procedures for network use by all non-AGO personnel and their employers accessing the AGO’s network (each a “User”). Any violation of this Policy may result in, among other penalties and liabilities, immediate removal of User access to all AGO systems and notification to the User’s employer of the violation. Some circumstances may justify termination of this Agreement for cause by the AGO. The AGO may temporarily suspend or block a User’s access to an account when it appears reasonably necessary to do so to protect the security of the AGO network or to protect the AGO from liability. **All Users will be held personally responsible and liable, to the fullest extent of the law, for actions in violation of this Policy.**

I. NETWORK ACCESS POLICY

In order to comply with Ohio law and to ensure the security and integrity of AGO network resources (e.g. routers, switches, servers, workstations, printers, etc.), the User shall:

- Acknowledge he/she has been provided with and will comply with the provisions of this Policy;
- Utilize the AGO’s network resources and any information/data provided therefrom for authorized use only;
- Immediately notify the AGO of any proven or suspected unauthorized disclosure or exposure of any AGO data or of information or identity theft;
- Immediately notify the AGO if a Security Event has occurred or if suspicion of a Security Event has been identified. A Security Event includes, but is not limited to:
 - Any abnormality in the environment that could lead to a compromise of the system integrity or result in disclosure of data,
 - Hack attempts,
 - Malware,
 - Changes in security infrastructure,
 - System failures,
 - Compromised user accounts, and
 - Lost/stolen laptop or media.
- Promptly notify the AGO of the date of separation if User leaves the employer or if access to AGO networks, applications, systems, and/or AGO data is no longer required. Access to the AGO network may be rescinded for failure to provide such notice;
- Take all reasonable precautions to prevent the dissemination of User’s credentials by any means, including, but not limited to, not sharing the User’s username and password, not writing down the username and password, etc.;

- Create a password in compliance with the AGO password criteria set forth below. The AGO reserves the right to change the password criteria from time to time. Compliance with the AGO password criteria will be enforced via automated password authentication or public/private keys with strong pass-phrases. The AGO password criteria are as follows:
 - Minimum 12 characters,
 - Must include 3 of the 4: a-z, A-Z, 0-9, and special characters,
 - Passwords will require being reset based on level of access at the AGO's discretion,
 - Passwords must be kept securely by the account owner, and never be shared,
 - Passwords must not contain sequences 01, 123, abc, etc.,
 - Passwords must not contain properly spelled dictionary words, and
 - Passwords must not be directly identifiable to the user (e.g. social security number, date of birth, spouse's name, username, etc.).

Password history will be retained for 24 changes to ensure unique passwords. Inactive accounts will be disabled at 90 days, and removed at 120 days. Users of accounts that reach 120 days of inactivity must reapply for an account.

- Comply with all applicable network or operating system restrictions, whether or not they are built into the operating system or network, and whether or not they can be circumvented by technical means;
- Comply with all federal, Ohio, and any other applicable law, including, but not limited to: Internal Revenue Service Publication 1075 which is based on United States Code Title 26, Section 6103; Ohio Revised Code Chapter 1347; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated omnibus rule to modify the HIPAA Privacy, Security and Enforcement Rules; and the Health information Technology for Economic and Clinical Health ("HITECH") Act; and
- Comply with all applicable contracts and licenses.

User shall not:

- Move, alter, delete, copy, or otherwise change any information/data stored or contained on the AGO network without express, written authorization by the AGO (e.g. a written agreement, scope of work, or approved vendor quotation);
- Leave a computer that is logged into the AGO network unattended for any period of time unless it is secured in such a way that the computer cannot be used by any other individual (e.g. sign-off procedure, password protected screen saver, etc.);
- Make paper, electronic, or any other copies or reproductions of any AGO information/data or licensed materials, regardless of how the information/data or materials were obtained, without prior authorization from the AGO;
- Use a username other than the User's own;
- Share any information/data gained through use of AGO networks with anyone outside the AGO without prior authorization from the AGO.

II. USER'S UNDERSTANDINGS

- User understands that any User who engages in electronic communications with people or entities in other states or countries, or on other systems or networks, are on notice that they may also be subject to the laws of those other states and countries and the rules and policies of those other systems and networks. User is responsible for obtaining, understanding, and complying with the laws, rules, policies, contracts, and licenses applicable to their particular uses.
- User understands that the confidentiality and privileged nature of AGO files and information/data must be respected and protected. User understands that the AGO retains the right and has the capability, among other security measures, to review, audit, or monitor the User's directories, files, e-mails (both sent and received) to ensure maintenance of information/data integrity. User also understands that the AGO has the right to remove or destroy unauthorized materials found on AGO networks and to terminate the User's relationship with the AGO for breach of this Policy.
- User understands that, among other security measures, the AGO makes backup copies and stores User information. User activities are therefore not private and User content is potentially stored on AGO servers. User also understands that the AGO is subject to public records disclosure and to discovery requests and that the User's activities and information may be released pursuant to a public records or discovery request.
- User understands that all Users and their employers will be held responsible and liable to the fullest extent of the law for actions while using the AGO's network resources.

User Acknowledgement

By signing below, you, as a User, acknowledge that you have read and understand this Policy, and you, the User, agree to comply with the terms of this Policy.

Printed Name of User: _____ Title: _____

User's Employer: _____ Contract End Date: _____

User's Phone Number: _____ User's E-mail: _____

Requested Period of Access:

From: _____ To: _____

Application or resources requested:

(Client view, VPN, Collections PayPortal, etc): _____

Public IP: _____

User's Signature: _____ Date: _____

Account Identity Control Information (1): _____ (mother's maiden name, etc.)

Account Identity Control Information (2): _____ (first car owned, etc.)

The above Account Identity Control Information will be used to identify you in the event that you have lost or do not remember your account ID or password. The User must provide two unique pieces of information as a shared secret with the AGO to verify your identity when account resets and other services that require identity verification are needed. It is the User's obligation to provide and secure these shared secrets in the same manner that is required for account credentials.

Employer Acknowledgement

By signing below, you, as the User's employer, acknowledge that you are a duly authorized representative of the User's employer able to bind the employer to the terms of this Acknowledgement. By signing below, you, as the User's employer, also agree that access by the employer may be rescinded at the discretion of the AGO, with prior notice, if the employer fails to take reasonable precautions, as defined above, to avoid a breach of this Policy and/or to ensure that the employer's Users do not breach this Policy.

Printed Name: _____ Title: _____

Employer's Signature: _____ Date: _____

Employer's Phone Number: _____

Employer's E-mail: _____

Official AGO Use Only:

AGO Contract #: _____

AGO ITS Work Order Number: _____

AGO issued username: _____

AGO issued rights: _____

AGO Chief Information Officer, Chief Information Security Officer, or their designee

Name: _____ Title: _____

Signature: _____ Date: _____

Comments: _____



**Ohio Attorney General Products and Services Standards of Conduct Policy
User Acknowledgement**

The purpose of this Acknowledgement is to ensure that any individual (the “User”) accessing products and services of the Ohio Attorney General (“AGO”) (including all AGO network services and data which may include, but is not limited to, FTPS, e-mail, source data, database services, and user account management (“Products and Services”)) on AGO electronic networks become familiar with and acknowledge awareness of this Standards of Conduct Policy (the “Policy”) when connecting to the AGO network from any host to utilize AGO Products and Services. This Policy is designed to minimize the AGO and the State of Ohio’s potential exposure to damages which may result from unauthorized use of AGO Products and Services. Such damages include, but are not limited to, the loss or dissemination of sensitive or confidential data, loss or dissemination of intellectual property, damage to public image, and damage to critical AGO internal systems. Any violation of this Policy may result in immediate termination of User access to any or all AGO Products and Services and notification of the violation to the User’s employer signing this Policy in conjunction with the User. **All Users will be held personally responsible and liable, to the fullest extent of the law, for actions in violation of this Policy.**

This Standards of Conduct Policy must be followed at all times. Therefore, all Employers and Users shall:

- Utilize AGO’s network resources, applications, systems and any information provided therefrom for authorized use only.
- Take reasonable precautions to ensure that the computer used to connect to AGO Products and Services is secure and free of malicious code. Examples of reasonable precautions include, but are not limited to:
 - Endpoint protection (e.g. anti-malware, user controls, etc.),
 - Perimeter protection (e.g. firewall, Host/Network Intrusion Detection System, Host/Network Intrusion Protection System, Demilitarized Zone, Universal Threat Management, etc.),
 - Audit logs,
 - Adequate physical security for data and systems,
 - System monitoring and auditing of the logs,
 - Incident response policy, and
 - Data safeguarding procedures appropriate for the type of data and access.
- Protect against improper access, use, loss alteration or destruction of any AGO data. Examples of this protection include, but are not limited to:
 - Never sharing an account,
 - Reporting if the User has more access than needed,
 - Lock or log out of workstations when not actively using them,
 - Ensure workspaces are set up to prevent passersby from viewing any information,
 - Only using data or access to the data for the express authorized purpose,
 - Preventing the introduction of malicious code,

- Ensuring data is backed up or replicated, and
- Ensuring data is not copied or does not leave the work environment.
- Promptly notify the AGO if a Security Event has occurred or if suspicion of a Security Event has been identified. A Security Event includes, but is not limited to:
 - Any abnormality in the environment that could lead to a compromise of the system integrity or result in disclosure of data,
 - Hack attempts,
 - Malware,
 - Changes in security infrastructure,
 - System failures,
 - Compromised user accounts, and
 - Lost/stolen laptop or media.
- Promptly notify the AGO of the date of separation if User leaves the employer or if access to AGO networks, applications, systems and/or AGO data is no longer required. Access to AGO Products and Services may be rescinded for failure to provide such notice.
- Create a password in compliance with the AGO password criteria set forth below. The AGO reserves the right to change the password criteria from time to time. Compliance with the AGO password criteria will be enforced via automated password authentication or public/private keys with strong pass-phrases. The AGO password criteria are as follows:
 - Minimum 12 characters,
 - Must include 3 of the 4: a-z, A-Z, 0-9, and special characters,
 - Passwords will require being reset based on level of access at the AGO’s discretion,
 - Passwords must be kept securely by the account owner, and never be shared,
 - Passwords must not contain sequences 01, 123, abc, etc.,
 - Passwords must not contain properly spelled dictionary words, and
 - Passwords must not be directly identifiable to the user (e.g. social security number, date of birth, spouse’s name, username, etc.).

Password history will be retained for 24 changes to ensure unique passwords. Inactive accounts will be disabled at 90 days, and removed at 120 days. Users of accounts that reach 120 days of inactivity must reapply for an account.

- Comply with all federal, Ohio and any other applicable law, including, but not limited to: Internal Revenue Service Publication 1075 which is based on United States Code Title 26, Section 6103; Ohio Revised Code Chapter 1347; the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the associated omnibus rule to modify the HIPAA Privacy, Security and Enforcement Rules; and the Health information Technology for Economic and Clinical Health (“HITECH”) Act.
- Comply with all applicable contracts and licenses.

USER’S UNDERSTANDINGS:

- User understands that any Users who engage in electronic communications with people or entities in other states or countries, or on other systems or networks, are on notice that they may also be subject to the laws

of those other states and countries and the rules and policies of those other systems and networks. Users are responsible for obtaining, understanding, and complying with the laws, rules, policies, contracts, and licenses applicable to their particular uses.

- User understands that the AGO retains the right, and has the capability, among other security measures, to review, audit or monitor the User's directories, files, e-mails (both sent and received), as well as Internet usage to ensure maintenance of system integrity. User also understands that User's access to the Products and Services is subject to termination for breach of this Policy at any point.
- User understands that, among other security measures, the AGO makes backup copies and stores User information. User activities are therefore not private and User content is potentially stored on AGO servers. User also understands that the AGO is subject to public records disclosure and to discovery requests and that User's activities and information may be released pursuant to a public records or discovery request.

PROHIBITED ACTIVITIES:

- Users shall not engage in illegal, fraudulent, or malicious conduct on or while accessing any AGO Product or Service.
- Users shall not provide an AGO Product or Service login or password to any person or entity for any reason.
- Users shall not leave a computer unattended that is connected to AGO Products or Services for any period of time unless it is secured in such a way that the computer cannot be accessed by any other individual (e.g. sign-off procedure, password protected screen saver, etc.).
- Users shall not engage in conduct on or while accessing any AGO Product or Service that is beyond the scope of the User's AGO authorized access, including access governed by a Memorandum of Understanding, contract or retention agreement, if applicable, for which AGO access is granted.
- Users shall not monitor or intercept the files or electronic communications of AGO employees or any other third parties.
- Users shall not attempt to test, circumvent, or defeat the security systems of the AGO or any other organization, or access or attempt to access the AGO's or any other organizations' systems without prior authorization from the AGO.
- Users shall not provide anyone access to AGO Products and Services.
- Users shall not provide anyone access to or disseminate any AGO information, regardless of whether or not it is considered confidential or public, and regardless of how the information was obtained, without prior authorization from the AGO.
- Users shall not make paper, electronic, or any other copies of any AGO information, regardless of how the information was obtained, without prior authorization from the AGO.

User Acknowledgement

By signing below, you, as a User, acknowledge that you have read and understand this Policy, and you, the User, agree to comply with the terms of this Policy.

Printed Name of User: _____ Title: _____

User's Employer: _____ Contract End Date: _____

User's Phone Number: _____ User's E-mail: _____

Requested Period of Access:

From: _____ To: _____

Application or resources requested:

(FTPS, Edisp, Livescan, etc.): _____

Public IP: _____

User's Signature: _____ Date: _____

Account Identity Control Information (1): _____ (mother's maiden name, etc.)

Account Identity Control Information (2): _____ (first car owned, etc.)

The above Account Identity Control Information will be used to identify you in the event that you have lost or do not remember your account ID or password. The User must provide two unique pieces of information as a shared secret with the AGO to verify your identity when account resets and other services that require identity verification are needed. It is the User's obligation to provide and secure these shared secrets in the same manner that is required for account credentials.

Employer Acknowledgement

By signing below, you, as the User's employer, acknowledge that you are a duly authorized representative of the User's employer able to bind the employer to the terms of this Acknowledgement. By signing below, you, as the User's employer, also agree that access by the employer may be rescinded at the discretion of the AGO, with prior notice, if the employer fails to take reasonable precautions, as defined above, to avoid a breach of this Policy and/or to ensure that the employer's Users do not breach this Policy.

Printed Name: _____ Title: _____

Employer's Signature: _____ Date: _____

Employer's Phone Number: _____

Employer's E-mail: _____

Official AGO Use Only:

AGO ITS Work Order Number: _____

AGO issued username: _____

AGO issued rights: _____

AGO Chief Information Officer, Chief Information Security Officer, or their designee

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Comments: _____

