

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

C-89-00-0000

This Contract is entered into by and between the State of Ohio, Department of Job and Family Services (hereinafter "ODJFS") and **Contractor Name** (hereinafter "CONTRACTOR") for _____.

RECITALS:

- A. ODJFS issued a Request for Proposal (hereinafter "RFP") entitled _____, numbered _____, and dated _____, 200_, which is hereby incorporated by reference.
- B. The ODJFS evaluation committee recommended for award the Proposal of CONTRACTOR dated _____, 200_, (hereinafter "Proposal"), which is hereby incorporated by reference.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: DELIVERABLES

- A. CONTRACTOR agrees to report to _____, the ODJFS Contract Manager, and to perform the services detailed in the RFP and the Proposal(hereinafter "Deliverables") that include:
 - 1. _____
- B. CONTRACTOR agrees to furnish its own support staff and services as necessary for the satisfactory performance of the work described in ARTICLE I, Section A, above.
- C. The ODJFS Contract Manager may periodically communicate specific instructions and requests to CONTRACTOR concerning the performance of the work described in this Contract. CONTRACTOR agrees to comply with any instructions or requests to the satisfaction of ODJFS and within ten (10) days after receiving notice of the instructions or requests. ODJFS and CONTRACTOR understand that any instructions and requests are strictly to ensure satisfactory completion of the work described in this Contract, and are not intended to amend or alter this Contract or any part thereof. CONTRACTOR will notify the ODJFS Contract Manager pursuant to ARTICLE IV if it believes any instructions or requests would materially alter the terms of this Contract or the amount of compensation stated in ARTICLE III of this Contract.
- D. CONTRACTOR will consult with the ODJFS Contract Manager as necessary to assure comprehensive understanding of the work and satisfactory completion of the Deliverables described in Section A, above.
- E. Ownership of Deliverables:
 - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the general public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.
 - 2. All Deliverables provided or produced pursuant to this Contract will be considered "works made for hire" within the meaning of copyright laws of the United States and the State of Ohio. ODJFS is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables are deemed not a "work made for hire," or if there are any rights in the

Deliverables not conveyed to ODJFS, CONTRACTOR agrees to, and by executing this Contract does, assign ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS acknowledges its sole ownership of the Deliverables under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.

3. CONTRACTOR understands that it must submit a written request to ODJFS and receive express written permission from ODJFS include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for CONTRACTOR.
4. If the Deliverables of this Contract require the inclusion of third-party proprietary software or operating systems, such third-party software or operating systems must be commercially available to any person, entity, or State and must be considered "off-the-shelf" products with published (catalog/SKU) prices.
5. For computer software developed under this Contract, or for proprietary software incorporated into the Deliverables pursuant to the terms of this Section E, copies of any source code, object code, documentation, and any other item necessary for the proper operation of a Deliverable (hereinafter "Operational Materials") under this Contract will be given to ODJFS in conjunction with or prior to the invoicing for payment of the Deliverable. CONTRACTOR will include an affirmative statement with every invoice for payment that all applicable Operational Materials for all Deliverables included in that invoice have been delivered to ODJFS. ODJFS will have no obligation to pay on an invoice until necessary copies of Operational Materials are delivered and the affirmative written statement of CONTRACTOR is obtained. All software will conform to documentation.

ARTICLE II: TIME OF PERFORMANCE

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (see ARTICLE II, Section B, *infra*) or _____, 200_, whichever is later, through _____, 200_, unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the termination date. **This Contract may be renewed through _____, 20_, at the sole discretion of ODJFS and provided that CONTRACTOR has completed the Deliverables to the satisfaction of ODJFS and that there is an appropriation of funds by the Ohio General Assembly. CONTRACTOR will not obligate resources in anticipation of a renewal unless and until ODJFS notifies CONTRACTOR that the Contract is to be renewed.**
- B. It is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Office of Budget and Management first certifies, pursuant to section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. CONTRACTOR expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract for any time period prior to receiving notice from the ODJFS Contract Manager that the requirements of ORC 126.07 have been met. CONTRACTOR further agrees to neither perform work nor submit an invoice for payment for work performed under this Contract for any time period after the effective end date for this Contract found in ARTICLE II, Section A above.

ARTICLE III: COMPENSATION

- A. In consideration of the Deliverables provided pursuant to ARTICLE I of this Contract, ODJFS agrees to pay compensation up to _____ and 00/100 Dollars (\$0.00) for State Fiscal Year ("SFY") 200_ and _____ and 00/100 Dollars (\$0.00) for SFY 200_. It is expressly understood by ODJFS and CONTRACTOR that the terms of this Contract do not allow total compensation in excess of _____ and 00/100 Dollars (\$0.00) for the Contract period as set forth in ARTICLE II. CONTRACTOR hereby waives the interest provisions of ORC 126.30.

- B. Compensation will be paid on a _____ basis pursuant to CONTRACTOR's Cost Proposal, which is hereby incorporated by reference, payment is conditioned on the satisfactory completion of Deliverables listed in CONTRACTOR's Proposal and ARTICLE I of this Contract.
- C. CONTRACTOR will render detailed invoices in triplicate on a _____ basis pursuant to Section B of this ARTICLE III to the Ohio Department of Job and Family Services, Bureau of Accounts Payable, at 30 East Broad Street, 38th Floor, Columbus, Ohio 43215-3414. All invoices must contain the following information:
1. CONTRACTOR's name (as it appears on the Contract and purchase order);
 2. CONTRACTOR's mailing address and, if applicable, a remit address;
 3. CONTRACTOR's invoice number and the date of the invoice;
 4. Amount and purpose of billing that includes all detail required per this ARTICLE III, Section C and a description of services rendered, and the hourly rates with the numbers of hours each employee worked during the month;
 5. Contract number and date;
 6. Purchase order number; and
 7. Federal Tax identification number.
- D. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.
- E. Subject to the provisions of ORC 126.07 and ORC 131.33, which will at all times govern this Contract, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Contract;
 2. It intends to maintain this Contract for the full Contract period set forth in ARTICLE II, and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during the Contract period; and
 3. It will use its best effort to obtain the appropriation of any necessary funds during the Contract period.
- However, CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding ODJFS for the payments due hereunder, this Contract is terminated as of the date funding expires without further obligation of the State of Ohio.
- F. CONTRACTOR further understands that compensation under this Contract may be based in whole or in part upon funding sources external to the State of Ohio (e.g., federal funding). Should the external source of the funding be terminated or reduced for reasons beyond the control of ODJFS or the State of Ohio, this Contract will terminate as of the date the funding expires without further obligation of ODJFS or the State of Ohio.
- G. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to notification from the ODJFS Contract Manager that the requirements of ORC 126.07 have been met as set forth in ARTICLE II, Section B of this Contract, and that ODJFS will not compensate CONTRACTOR for any work performed after the termination date set forth in ARTICLE II, Section A of this Contract, or in the event this Contract is terminated pursuant to ARTICLE V.
- H. ODJFS does not have the ability to compensate CONTRACTOR for work performed under the Contract after the State of Ohio purchase order for the Contract has been closed. The final invoice for compensation

of work performed under this Contract must be received by ODJFS, per this ARTICLE III, no later than ninety (90) days after the termination date of this Contract. Failure of CONTRACTOR to submit the final invoice by this deadline will be deemed a forfeiture by CONTRACTOR of all remaining compensation due hereunder.

ARTICLE IV: NOTICES

- A. ODJFS and CONTRACTOR agree that, pursuant to ARTICLE I that communication regarding the Deliverable(s), scope of work, invoice or billing questions, and other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager.
- B. Notices sent by CONTRACTOR to ODJFS concerning changes to CONTRACTOR's principal place of business, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE XI, and/or any other formal notice regarding this Contract will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at the ODJFS Office of Contracts and Acquisitions, 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414.
- C. Notices sent by ODJFS to CONTRACTOR concerning termination, suspension, option to renew, breach, default, or other formal notices required by this Contract, will be sent to the person who has signed this Contract on behalf of CONTRACTOR at the address listed on the final signature page.
- D. All notices in accordance with this ARTICLE IV will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE V: SUSPENSION AND TERMINATION; BREACH AND DEFAULT

- A. Notwithstanding other provisions in this ARTICLE V, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- B. Notwithstanding this ARTICLE V, Sections A or C, ODJFS may suspend or terminate this Contract immediately upon delivery of written notice to CONTRACTOR if ODJFS has discovered any illegal conduct on the part of CONTRACTOR, any violation of ARTICLE XI of the Contract, loss of funding as set forth in ARTICLE III, Sections E or F, or the filing of a petition in bankruptcy (or similar proceeding) by or against CONTRACTOR.
- C. Except as provided in Sections A and B of this ARTICLE V, CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract breaches are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section C, "persistent" means that ODJFS has notified CONTRACTOR three (3) times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the thirty (30) calendar days generally applicable in this Section C. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.
- D. CONTRACTOR, upon receipt of notice of suspension or termination, agrees to cease work on the suspended or terminated activities under this Contract, to suspend or terminate all subcontracts relating to such suspended or terminated activities, to take all necessary and/or appropriate steps to limit disbursements and minimize cost, and to furnish a report as of the date notice of suspension or termination was received that describes the status of all work under this Contract that includes, without limitation, the Deliverables completed, the outcomes of the completed Deliverables, and any other information that ODJFS may require. Suspension, termination, or expiration of this Contract will not limit CONTRACTOR'S

continuing obligations with respect to Deliverables paid for by ODJFS prior to the suspension or termination nor will it limit ODJFS's rights in those Deliverables.

- E. In the event of suspension or termination under this ARTICLE V, CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, for the work performed prior to CONTRACTOR's receipt of notice of suspension or termination. Compensation will be calculated by ODJFS based on the compensation structure set forth in ARTICLE III, less any funds previously paid by or on behalf of ODJFS, or in the case of services for which CONTRACTOR charges a flat rate, based on a reasonable percentage of the total services performed as determined by ODJFS, less any funds previously paid by or on behalf of ODJFS.
- F. If ODJFS terminates this Contract for any reason provided in this ARTICLE V, except for termination at will pursuant to Section A or termination for loss of funding pursuant to Section B, ODJFS will be entitled to utilize another contractor to complete the Deliverables described in ARTICLE I of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section F is in addition to any other remedies available to ODJFS pursuant to this Contract.
- G. Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, ODJFS may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODJFS retains the right to exercise all remedies hereinabove mentioned.
- H. If ODJFS or CONTRACTOR fails to perform an obligation or obligations under this Contract and the failures is thereafter waived by the other party, ODJFS and CONTRACTOR understand that the waiver is limited to that particular occurrence of failure and will not be deemed a waiver of subsequent failures that may occur. Waiver by ODJFS is not effective unless it is in writing signed by the ODJFS Director.

ARTICLE VI: EQUAL EMPLOYMENT OPPORTUNITY

- A. In carrying out this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. CONTRACTOR will ensure that applicants are hired and that employees are treated during employment in matters of employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship, without regard to their race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. CONTRACTOR certifies current and ongoing compliance with the Executive Order 11246 concerning Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations found at 41 Code of Federal Regulations (CFR) 60.
- B. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices stating that CONTRACTOR complies with all applicable federal and state non-discrimination laws. CONTRACTOR will incorporate the foregoing requirements of this ARTICLE VI in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and in all of its contracts for any of the work prescribed in this Contract. CONTRACTOR will also require all of its subcontractors to incorporate such requirements in all subcontracts for any part of the work under this Contract.
- C. CONTRACTOR, its officers, employees, members, and subcontractors hereby certify current and ongoing compliance with the statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

ARTICLE VII: RECORDS, DOCUMENTS AND INFORMATION

CONTRACTOR agrees that all records, documents, writings, or other information, whatever their form, produced by CONTRACTOR under this Contract, and all records, documents, writings, or other information used by CONTRACTOR in the performance of this Contract are treated according to the following terms:

- A. All ODJFS information that, under the laws of the State of Ohio or federal law, is classified as public or as private will be treated as such by CONTRACTOR. In the event there is a question as to whether information is public or private, ODJFS will make the final determination.
- B. All CONTRACTOR information that is proprietary will be held strictly confidential by ODJFS. Proprietary information is information which, if made public, would put CONTRACTOR at a disadvantage in CONTRACTOR's marketplace and trade. CONTRACTOR is responsible for notifying ODJFS of the proprietary nature of the information prior to its release to ODJFS. Failure to provide prior notification is deemed a waiver of the proprietary nature of the information, and a waiver of CONTRACTOR's right to proceed against ODJFS for violation of any proprietary or trade secret laws. CONTRACTOR's failure to provide prior notification will also be deemed a waiver of trade secret protection in that CONTRACTOR will have failed to make reasonable efforts to maintain the information's secrecy pursuant to ORC 1333.61(D)(2). ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information to be provided and will make the final determination as to whether any or all of the information identified by CONTRACTOR is proprietary or a trade secret.
- C. All records relating to costs, work performed, and supporting documentation for invoices submitted to ODJFS by CONTRACTOR with copies of all Deliverables submitted to ODJFS pursuant to this Contract will be retained and made available by CONTRACTOR for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials) and by agencies of the United States government for a minimum of three (3) years after payment for work performed under this Contract. If an audit, litigation, or other action related to this Contract is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues have been resolved. If appropriate, CONTRACTOR must comply with the requirements of the federal OMB Circulars A-87, A-110, A-122, or A-133. CONTRACTOR acknowledges, in accordance with ORC 149.31, that financial records related to the performance of services under this Contract are presumptively deemed public records.
- D. CONTRACTOR agrees not to use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. CONTRACTOR agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. The terms of this ARTICLE VII will be included in any subcontracts executed by CONTRACTOR for work under this Contract. CONTRACTOR agrees that any data made available to CONTRACTOR by ODJFS will be returned to ODJFS no later than ninety (90) days following the termination of this Contract, and CONTRACTOR certifies that it will not retain copies of source data, or any product of source data. CONTRACTOR hereby agrees to current and ongoing compliance with 42 United States Code (USC) 1320d through 1320d-8 and 45 CFR 164.502(e) and 164.504(e), regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

ARTICLE VIII: INDEPENDENT CONTRACTOR

CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. CONTRACTOR also agrees that, as an independent contractor, CONTRACTOR assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

ARTICLE IX: LIMITATION OF LIABILITY; CONTRACTOR DUTIES

- A. CONTRACTOR agrees to hold ODJFS, any official or employee of ODJFS acting in his or her official capacity, and the State of Ohio harmless from any and all claims for personal injury, property damage, and/or infringement resulting from activities in furtherance of the work hereunder.
- B. ODJFS's liability, whether in contract or in tort, may not exceed the lesser of the total amount of compensation payable to CONTRACTOR under ARTICLE III or the amount of direct damages incurred by CONTRACTOR. CONTRACTOR's sole and exclusive remedy for ODJFS's failure to perform under this Contract is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the

limitations set forth in this ARTICLE IX. IN NO EVENT IS ODJFS LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF ODJFS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

- C. Subject to ORC 109.02 CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide:
1. Prompt notification in writing of such suit or proceeding;
 2. Full right, authorization, and opportunity to conduct the defense thereof; and
 3. Full disclosure of information along with all reasonable cooperation for the defense of the suit.

ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.

- D. CONTRACTOR will not permit any lien or claim to be filed or prosecuted against the State of Ohio or ODJFS on account of any labor, services, or materials furnished to CONTRACTOR by any entity in connection with this Contract. Should any such claims become due, ODJFS may, but is not obligated to, pay the entity that furnished the labor or services and charge the amount of the payment against funds due or to become due to CONTRACTOR pursuant to this Contract.
- E. Neither ODJFS nor CONTRACTOR will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE IV. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a period of time equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, with the exception of third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. ODJFS will make the final determination of whether an instance of delay is excusable.

ARTICLE X: AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between the parties with respect to all matters herein. Only a writing signed by both parties may amend this Contract; however, both parties agree that any amendment(s) to laws or regulations cited herein will result in the correlative modification of this Contract, without the need to execute written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by both parties and will be effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Contract is prospective in nature.
- B. CONTRACTOR agrees that it will neither assign nor transfer any obligation or interest (including subcontracts) in this Contract (whether by assignment or novation) without the prior written approval of ODJFS and subject to any conditions and provisions ODJFS deems necessary. Any ODJFS approval of an assignment or transfer will not provide for an obligation by ODJFS that exceeds the total amount of compensation listed in ARTICLE III of this Contract.

ARTICLE XI - SPECIAL CERTIFICATIONS MADE BY CONTRACTOR

By executing this Contract, CONTRACTOR certifies recurrent and continued compliance with each condition listed in this ARTICLE XI. CONTRACTOR's certification of compliance with each of these conditions is considered material representations of fact upon which ODJFS relied upon in entering into this Contract.

- A. If at any time CONTRACTOR is not in compliance with the conditions certified and affirmed in this ARTICLE XI, Section A, ODJFS will consider the contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds paid by the State of Ohio for work performed before CONTRACTOR was notified that the Contract was considered *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery of the funds paid.
1. CONTRACTOR certifies that neither CONTRACTOR, nor any principal of CONTRACTOR is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, 45 CFR Part 76, or other applicable statutes or regulations.
 2. CONTRACTOR certifies that CONTRACTOR is not on the list established by the Ohio Secretary of State, pursuant to ORC 121.23, which identifies CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.
 3. CONTRACTOR certifies that CONTRACTOR is not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
 4. CONTRACTOR certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current. If at any time during the contract period CONTRACTOR becomes disqualified from conducting business in Ohio for any reason, CONTRACTOR must immediately notify ODJFS of the disqualification, and immediately cease performance hereunder.
 5. CONTRACTOR certifies that CONTRACTOR, its principals, affiliated groups, or persons with a controlling interest in CONTRACTOR's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.
- B. If at any time CONTRACTOR is not in compliance with the conditions certified in this ARTICLE XI, Section B, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be subject to all provisions in the Contract pertaining to termination for any reason, except for termination at will or termination for loss of funding pursuant to ARTICLE V, , with all provisions as stated in ARTICLE V. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this ARTICLE XI, Section B. Compensation will be calculated by ODJFS pursuant to ARTICLE V. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this ARTICLE XI, Section B, will be immediately repaid or the State of Ohio may commence an action to recover the paid funds.
1. CONTRACTOR affirms that it, its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, that is incompatible or in conflict with, or would compromise in any manner or degree, the discharge and fulfillment of CONTRACTOR's responsibilities under this Contract. CONTRACTOR agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising, or conflicting personal or business interest will immediately disclose his or her interest to ODJFS in writing. Thereafter, he or she will not participate in any action affecting the work under this Contract, unless ODJFS will determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest will be sent to the Chief Legal Counsel of the Ohio Department of Job and Family Services at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414.
 2. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the

employee with respect to his or her duties. CONTRACTOR also agrees that it will not solicit an ODJFS employee to violate any ODJFS rule or policy relating to the conduct of contracting parties or to violate ORC sections 102.03, 102.04, 2921.42. CONTRACTOR affirms that it, its officers, members and employees are in compliance with ORC 102.04 and, that if CONTRACTOR is required to file a statement pursuant to ORC 102.04(D)(2), the statement has been filed with the ODJFS Chief Legal Counsel in addition to any other required filings.

3. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
 4. By executing this Contract, CONTRACTOR certifies that no party listed or described in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code who was actually in such a position at the time of the contribution, has made, as an individual, within the two previous calendar years, one or more contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the present Governor or to the Governor's campaign committee during any time he/she was a candidate for office. ORC 3517.13 (I) and (J) do not apply to professional associations organized under ORC Chapter 1785.
 5. No federal funds paid to CONTRACTOR through this or any other agreement with ODJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement, or loan. CONTRACTOR further certifies compliance with all federal lobbying restrictions, including 13 USC 1352, 2 USC 1601, 29 CFR 93, and 45 CFR 93. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR has executed the Disclosure of Lobbying Activities, Standard Form LLL, if required by federal regulation.
 6. CONTRACTOR is in compliance with the executive agency lobbying requirements of ORC sections 121.60 to 121.69.
 7. CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that CONTRACTOR and the employees of CONTRACTOR meet child support obligations established under state or federal law. Further, by executing this Contract, CONTRACTOR certifies present and future compliance with any court or valid administrative order for the withholding of support that is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123.
 8. CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
 9. CONTRACTOR, its officers, employees, members, any subcontractors, and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that no CONTRACTOR officers, employees, members, and subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- C. If any of the information pertaining to ARTICLE XI, Sections A and B changes after the Contract has been signed CONTRACTOR is required to report such changes immediately to ODJFS in writing to the address listed for notice in ARTICLE IV, Section B.

ARTICLE XIII: CONSTRUCTION

This Contract will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Contract be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Contract impossible. Should the removal of such an unenforceable provision render the intended performance under this Contract difficult or nonsensical, but not impossible, the parties will negotiate in good faith replacement provision(s) in keeping with the objectives of the Contract and the budgetary and statutory constraints of ODJFS.

ARTICLE XIV: INCORPORATION BY REFERENCE

The Request for Proposal document and the Proposal (*i.e.*, the technical and cost proposals) of CONTRACTOR are hereby incorporated by reference. In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal or this Contract, the provisions of this Contract will be determinative of the obligations of the parties. In the event that the Contract is silent with respect to any inconsistency or ambiguity between the RFP and the Proposal, the RFP will be determinative in the obligations of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of the Contract and the budgetary and statutory constraints of ODJFS.

In actual contract to selected vendor, signature page would follow here.