



**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
CONTRACT FOR SERVICES
C-03-00-0000**

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

RECITALS

1. ODJFS issued a Request for Proposal Number R-_____ ("RFP"), dated _____, requesting proposals for _____.
2. The ODJFS bid evaluation committee recommended for award the proposal by CONTRACTOR dated _____ ("Proposal").

Therefore, in consideration of the mutual covenants contained in this Contract, the parties agree as follows:

ARTICLE I - DELIVERABLES

- A. CONTRACTOR agrees to provide the following services to ODJFS and will report to _____, Office of _____ who is the ODJFS Contract Manager:
 - 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. ODJFS may, from time to time as it deems appropriate, communicate specific instructions and requests to the CONTRACTOR concerning the performance of the work described in this Contract. Upon such notice and within ten (10) days after receipt of instructions, the CONTRACTOR agrees to comply with such instructions and fulfill such requests to the satisfaction of ODJFS. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested 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. All such instructions and requests will be communicated to the CONTRACTOR by the ODJFS Contract Manager.
- D. CONTRACTOR shall consult with the ODJFS Contract Manager as necessary to assure understanding of the work and satisfactory completion thereof.
- E. The Deliverables provided by the CONTRACTOR under this ARTICLE I and any item produced 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, and the CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. The CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval 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.

The Deliverables and any item provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America. ODJFS is and shall be deemed the sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables is deemed not to be a "work made for hire," or if there are any rights in the Deliverables not so conveyed to ODJFS, then CONTRACTOR agrees to and hereby does assign to ODJFS all worldwide rights, title and

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

ARTICLE II - TIME OF PERFORMANCE

- A. Upon approval by the Director of ODJFS and other appropriate agencies, this Contract is in effect from _____, or upon execution, as defined in ARTICLE II, Section B, whichever is later, through _____, unless this Contract is suspended or terminated pursuant to ARTICLE IV prior to the termination date.
- B. **It is expressly understood by both ODJFS and the 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, that there is a balance in the appropriation not already obligated to pay existing obligations. The CONTRACTOR hereby expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract for any time period prior to the ODJFS Contract Manager notifying CONTRACTOR that the requirements of section 126.07 of the Ohio Revised Code 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 termination date set forth in ARTICLE II, Section A above.**

ARTICLE III - COMPENSATION FOR SERVICES

- A. CONTRACTOR will render detailed invoices in triplicate upon completion of a Deliverable outlined in ARTICLE I to: Ohio Department of Job and Family Services, Bureau of Accounts Payable, 30 East Broad Street, 30th Floor, Columbus 43215-3414. All such 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 date of invoice;
 4. Amount of and purpose of billing, including such detail as per compensation section this Contract, deliverables completed, description of services rendered, hourly rates and numbers of hours, (if applicable), amount of monthly fee (if applicable), and itemized travel expenses if permitted by this Contract;
 5. Contract number and date;
 6. Purchase order number; and
 7. Federal Tax I.D. or Social Security Number.
- B. In consideration of the services provided pursuant to ARTICLE I of this Contract, ODJFS agrees to pay compensation at the rate of \$_____. It is expressly understood by ODJFS and CONTRACTOR that the terms of this Contract do not allow total compensation in excess of \$_____ for the Contract period as set forth in ARTICLE II. CONTRACTOR hereby waives the interest provisions of section 126.30 of the Revised Code.
- C. It is further understood by CONTRACTOR and ODJFS that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same state fiscal year, cannot establish compensation in excess of \$50,000.00 aggregate, unless prior approval of such contractual terms has been received from the State Controlling Board in accordance with section 127.16 of the Ohio Revised Code.
- D. Subject to the provisions of sections 126.07 and 131.33 of the Ohio Revised Code, which shall at all times govern this Contract, ODJFS represents: (1) that it has adequate funds to meet its obligations under this Contract; (2) that it intends to maintain this Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and (3) that it will use its best effort to obtain the appropriation of any necessary funds during the term of this Contract. However, it is understood by CONTRACTOR 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.

- E. It is further understood by CONTRACTOR 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 shall terminate as of the date the funding expires without further obligation of the State of Ohio.
- F. **CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to the ODJFS Contract Manager notifying CONTRACTOR that the requirements of section 126.07 of the Ohio Revised Code have been met as set forth in ARTICLE II, Section B and that ODJFS will not compensate CONTRACTOR for any work performed after the termination date set forth in ARTICLE II, Section A.**
- G. ODJFS has no ability to compensate the CONTRACTOR for work performed under the Contract after the State of Ohio purchase order for the Contract is been closed. **Therefore, the final invoice for compensation of work performed under this Contract must be received by ODJFS, per Section A of this ARTICLE III, no later than ninety (90) days after the date of termination of this Contract. Failure of the CONTRACTOR to submit the final invoice by this deadline shall be deemed a forfeiture of the CONTRACTOR of all remaining compensation pursuant to the Contract.**

ARTICLE IV - SUSPENSION AND TERMINATION; BREACH AND DEFAULT

- A. Upon thirty (30) days written notice to the other party, either party may terminate this Contract.
- B. Notwithstanding ARTICLE IV, Section A, 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 X of the Contract, or loss of funding as set forth in ARTICLE III, Section D.
- C. CONTRACTOR, upon receipt of notice of suspension or termination, agrees that it will cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of suspension or termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODJFS may require.
- D. In the event of suspension or termination under this ARTICLE IV, CONTRACTOR will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by ODJFS based on the rate set forth in ARTICLE III, less any funds previously paid by or on behalf of ODJFS or in the case of services for which the 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. ODJFS is not liable for any further claims, and the claims submitted by the CONTRACTOR are not to exceed the total amount of consideration stated in this Contract.
- E. 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.
- F. If ODJFS or CONTRACTOR fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by ODJFS is not effective unless it is in writing signed by the ODJFS Contract Manager.

ARTICLE V - EQUAL EMPLOYMENT OPPORTUNITY

- A. In carrying out this Contract, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. The CONTRACTOR will ensure that applicants are hired, and that employees are

treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. Such action includes, but is not limited to, the following: 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.

- B.** The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the CONTRACTOR complies with all applicable federal and state non-discrimination laws. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. The CONTRACTOR will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

ARTICLE VI - RECORDS, DOCUMENTS AND INFORMATION

CONTRACTOR agrees that all records, documents, writings or other information 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 which, under the laws of the State of Ohio or under federal law, is classified as public or private, will be treated as such by CONTRACTOR. Where there is a question as to whether information is public or private, ODJFS will make the final determination.
- B.** All CONTRACTOR information which is proprietary will be held to be strictly confidential by ODJFS. Proprietary information is information which, if made public, would put CONTRACTOR at a disadvantage in the marketplace and trade of which CONTRACTOR is a part. **CONTRACTOR is responsible for notifying ODJFS of the nature of the information prior to its release to ODJFS. Failure to provide such prior notification is deemed to be a waiver of the proprietary nature of the information, and a waiver of any right of CONTRACTOR to proceed against ODJFS for violation of this Contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the CONTRACTOR will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy [R.C. 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. ODJFS will make the final determination as to whether any or all of the information identified by the vendor as a trade secret is in fact a trade secret.
- C.** All records relating to costs, work performed and supporting documentation for invoices submitted to ODJFS by CONTRACTOR along 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 years after payment for work performed under this Contract. If an audit, litigation, or other action is initiated during this time period, CONTRACTOR shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later. If appropriate, CONTRACTOR must meet the requirements of the federal OMB Circular A-110, A-122, or A-133. CONTRACTOR acknowledges, in accordance with section 149.431 of the Revised Code, that certain financial records related to the performance of services under this Contract may be deemed to be public records.
- D.** CONTRACTOR agrees that it will not use any information, systems, data, 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 the ODJFS and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the CONTRACTOR for work under this Contract. CONTRACTOR agrees that any data made available to CONTRACTOR by ODJFS shall be returned to ODJFS not later than 90 days following termination of the CONTRACT and shall certify that no copies of source data were retained by CONTRACTOR. CONTRACTOR hereby agrees to current and ongoing compliance with 42 U.S.C. Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- E. CONTRACTOR agrees to coordinate all access to the ODJFS network through the ODJFS Office of Management Information Services. If such access is granted, CONTRACTOR further agrees that no software or files will be downloaded from or loaded onto the ODJFS network without prior, express consent of the Office of Management Information Services.
- F. Relating to marketing and communications materials and other printed matter required pursuant to this Contract, such efforts shall be coordinated through the ODJFS Office of Communications and the Contract Manager. This coordination will ensure compliance with applicable law regarding media materials and will take into consideration ODJFS' budgetary constraints. Reproduction and distribution costs shall become the responsibility of ODJFS only after review and approval of the ODJFS Contract Manager, unless otherwise agreed in writing.

ARTICLE VII - 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 which 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, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. CONTRACTOR certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, CONTRACTOR must immediately notify ODJFS of the disqualification and CONTRACTOR will immediately cease performance of its obligation hereunder.

ARTICLE VIII - 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 injury resulting from activities in furtherance of the work hereunder. CONTRACTOR will reimburse ODJFS, any official or employee of ODJFS acting in his or her official capacity, and the State of Ohio for any judgments for infringement of patent or copyright rights. CONTRACTOR agrees to defend against any such claims or legal actions if called upon by ODJFS to do so. CONTRACTOR will not permit any lien or claim to be filed or prosecuted against the state or ODJFS on account of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR by any person in connection with this Contract as such claims become due, the proper officer or officers representing ODJFS may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due CONTRACTOR by reason of this Contract.
- B. ODJFS' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to CONTRACTOR under ARTICLE III or the amount of direct damages incurred by CONTRACTOR, whichever is less. The CONTRACTOR's sole and exclusive remedies for ODJFS failure to perform under the Contract are actions in the Ohio Court of Claims, pursuant to Chapter 2743 of the Revised Code, and subject to the limitations set forth in this ARTICLE VIII. **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. CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, official or employee of ODJFS acting in his or her official capacity, or the State of Ohio on account of any alleged infringement of any patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, official or employee of ODJFS in his or her official capacity, or the State of Ohio. 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.

ARTICLE IX - AMENDMENT AND ASSIGNMENT

- A.** This writing constitutes the entire agreement between the parties with respect to all matters herein. This Contract may be amended only by a writing signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. 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 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 any interest (including subcontracts) in this Contract nor transfer any interest in the same (whether by assignment or novation) without the prior written approval of ODJFS and subject to such conditions and provisions as ODJFS may deem necessary. Any such assignments or subcontracts must be submitted for ODJFS' review ten (10) days prior to the desired effective date. No such approval by ODJFS of any assignment will be deemed in any event or in any manner to provide for the incurrence of any obligation by ODJFS in addition to the total agreed-upon price. Provided, however, that claims for compensation due or to become due CONTRACTOR from ODJFS under this Contract may be assigned to a bank, trust company, or other financial institution without such approval if notice of any such assignment is promptly furnished in writing to ODJFS.

ARTICLE X - SPECIAL CERTIFICATION MADE BY CONTRACTOR

By executing this Contract, CONTRACTOR certifies and affirms current compliance and agrees to continued compliance with each condition listed in this ARTICLE X. The CONTRACTOR'S certification and affirmation of compliance with each of these conditions is considered to be a material representation of fact upon which ODJFS relied in entering into this Contract:

- A.** CONTRACTOR, along with its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Contract. 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 shall immediately disclose his or her interest to ODJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless ODJFS shall determine that, in the 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 shall be made to: Chief Legal Counsel, Ohio Department of Job and Family Services, 30 East Broad Street, 31st Floor, Columbus, Ohio 43266-0423.
- B.** 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 sections 102.03, 102.04, or 2921.42 of the Ohio Revised Code. CONTRACTOR, its officers, members and employees are in compliance with section 102.04 of the Revised Code and that if it is required to file a statement pursuant to 102.04(D)(2) of the Revised Code, CONTRACTOR has filed the statement with the ODJFS Chief Legal Counsel in addition to any other required filings.
- C.** 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 the lobbying restrictions contained in Section 1352, Title 31 of the U.S. Code, Section 319 of Public Law 101-121, and federal regulations issued pursuant thereto and contained in 45 C.F.R. Part 93, Federal Register, Vol. 55, No. 38, February 26, 1990, pages 6735-6756. If this Contract

exceeds \$100,000.00, CONTRACTOR has executed the Disclosure of Lobbying Activities, Standard Form LLL, if required by federal regulations. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into.

- D. Neither CONTRACTOR nor any principals of CONTRACTOR is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Health and Human Services or any other Federal department or agency as set forth in 45 C.F.R. Part 76. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into. If it is ever determined that CONTRACTOR knowingly executed this certification erroneously, then in addition to any other remedies, this Contract will be terminated pursuant to ARTICLE IX, Section B and shall be considered in default under ARTICLE X, and ODJFS may advise the appropriate Federal agency of the knowingly erroneous certification.
- E. CONTRACTOR is in compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the Revised Code.
- F. CONTRACTOR is not on the most recent list established by the Secretary of State, pursuant to section 121.23 of the Revised Code, which identifies CONTRACTOR as having more than one unfair labor practice contempt of court finding.
- G. CONTRACTOR agrees to cooperate with ODJFS and any Child Support Enforcement Agency ("CSEA") in ensuring CONTRACTOR or 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 which is issued pursuant to Chapter 3113 of the Revised Code.
- H. CONTRACTOR is in compliance with section 4141.044 of the Revised Code which requires CONTRACTOR to provide a listing of all available job vacancies to ODJFS. This requirement does not apply when the CONTRACTOR is filling the vacancy from within the organization or pursuant to a customary and traditional employer-union hiring arrangement.
- I. CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by a county department of human services under Chapters 5101 or 5107 of the Revised Code.
- J. As applicable to the CONTRACTOR, no party listed in Division (I) or (J) of section 3517.13 of the Revised Code or spouse of such party has made as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 to the Governor or to his campaign committees. If it is ever determined that the CONTRACTOR'S certification of this requirement is false or misleading, and notwithstanding any criminal or civil liabilities imposed by law, CONTRACTOR shall return to ODJFS all monies paid to CONTRACTOR under this Contract. The provisions of this Section shall survive the expiration or termination of this Contract.
- K. CONTRACTOR, its officers, members, or employees, any subcontractor, and/or independent contractors (including all field staff) associated with the Contract agree to comply with all applicable state and federal laws regarding a drug-free workplace. The CONTRACTOR will make a good faith effort to ensure that all CONTRACTOR officers, members, employees, and subcontractors, while working on State, county, or private property, will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- L. CONTRACTOR hereby agrees to current and ongoing compliance with 42 U.S.C. Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

ARTICLE XI - CONSTRUCTION

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Contract be found to 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.

ARTICLE XII - INCORPORATION BY REFERENCE

Request for Proposal Number R_____, issued _____, hereinafter referred to as "RFP," and the Proposal of the CONTRACTOR dated _____, hereinafter referred to as "Proposal," are hereby incorporated by reference as part of this Contract having the full force and effect as if specifically restated herein. In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal, or this Contract, the provisions of this Contract shall be determinative of the obligations of the parties. In the event the Contract is silent with respect to any ambiguity or inconsistency between the RFP and the Proposal, the RFP shall be determinative of the obligations of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties agree to make every reasonable effort to resolve the dispute, in keeping the objectives of the project and the budgetary and statutory constraints of ODJFS.

SIGNATURE PAGE FOLLOWS: