

**OHIO DEPARTMENT OF HEALTH  
LEAD DELEGATED AUTHORITY PROVIDER AGREEMENT**

This Lead Delegated Authority Provider Agreement (“Agreement”) is between:

Ohio Department of Health (“ODH”)	AND	Franklin County Board of Health (“Designee”)
Bureau of Environmental Health and Radiation Protection, Public Health Lead Investigation Program		280 E Broad St., Room 200, Columbus, Ohio 43215
Pam Blais, Sanitarian Program Administrator (“ODH Agreement Manager”)		Joe Mazzola, MPA, Health Commissioner (“Authorized Representative”)
246 North High Street, Columbus, OH 43215		joemazzola@franklincountyohio.gov
614-728-3105		614-525-4722
pam.blais@odh.ohio.gov		OAKS ID # 0000056165-10

For the purpose of this Agreement, the term “Party” or “Parties” may be used to refer to either ODH and/or Designee individually or collectively. Two (2) hard copies of this Agreement should be signed by Designee and returned along with required attachments (see §3) to Ohio Department of Health, Public Health Lead Investigation Program 246 North High Street, Columbus, Ohio 43215, Attention: Pam Blais, within fourteen (14) days of receipt at the above address. One (1) hard copy of the fully executed Agreement will be returned to Designee.

1. **AGREEMENT TERM.** Subject to §6 and other terms and conditions specified in this Agreement:

- 1.1. “Agreement Beginning Date” shall be defined as the date indicated here, or the date of Agreement execution by both Parties, whichever is later: 7/1/2021
- 1.2. “Agreement Ending Date” shall be defined as the date indicated here, the date of Agreement termination or the date to which the Agreement has been extended: 6/30/2023
- 1.3. “Agreement Period” shall be defined as the time between the “Agreement Beginning Date” and “Agreement Ending Date” unless prior to the expiration date, the Agreement is renewed, terminated, or cancelled in accordance with the Agreement Terms and Conditions. Any reference to the Agreement Period shall include the Renewal terms.

2. AGREEMENT FUNDING.

2.1. "Agreement Funding Source" shall be defined as:

Ohio Dept. of Medicaid Interagency Agreement - Public Health Lead Investigations

2.2. Grant Award Number:

DOHS65K6F1

2.3. CFDA Number:

N/A

2.4. Ohio Statute Authorizing Administration of the Program:

Ohio Revised Code ("O.R.C.") Chapter 3742; Ohio Administrative Code ("O.A.C.") Rules 3701-30-06, 3701-30-07 & 3701-30-08

3. ATTACHMENTS & ACKNOWLEDGEMENTS. Attachments specified in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BELOW:

Designee affirms that they have read and understand and agree to be bound by the Agreement Terms and Conditions in §6 below;

If Designee is not currently a registered with the State of Ohio, Designee must register online using OAKS Self-Registration at [www.supplier.obm.ohio.gov](http://www.supplier.obm.ohio.gov);

Designee certifies it is not debarred from consideration for any state or federal government contracts and it is not subject to any unresolved finding for recovery; and

Designee must complete and submit with this Agreement an Affirmation and Disclosure Form attached and marked Attachment A; and

Effective March 28, 2019, if the Agreement Funding Source identified in §2.1. of this Agreement is one of the following listed funding sources, Designee must certify that it does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; nor will Designee become nor is Designee currently affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:

- Violence Against Women Act;
- Breast and Cervical Cancer Mortality Prevention Act;
- Infertility prevention project;
- Minority HIV/AIDS initiative; or
- State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

4. DISCLAIMERS, EXCEPTIONS, DISCLAIMERS and/or MATERIAL BREACH.

4.1. None.

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

**DESIGNEE**

**OHIO DEPARTMENT OF HEALTH**

\_\_\_\_\_  
[Signature, Blue Ink Please]

\_\_\_\_\_  
Bruce Vanderhoff, MD, MBA, Director of Health

\_\_\_\_\_  
[Print Name & Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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5. SCOPE OF WORK, DELIVERABLES & COMPENSATION.

	<p align="center"><b>Scope of Work and/or Deliverables</b></p> <p align="center"><b>(Due Date and Compensation only noted if Applicable or Required)</b></p>	<p align="center"><b>Due Date</b></p>
	<p>During the Agreement Period, Designee and ODH agree that Designee shall complete the following activities and ODH shall compensate Designee for Direct personnel and overhead costs related to Completed Public Health Lead Investigations including the following activities:</p>	
5.1.	<p>Act as the ODH Director's authorized agent in the jurisdiction established by ODH to conduct public health lead investigations, public health lead risk assessments and case follow-up upon referral by ODH for children under six (6) years of age in accordance with O.A.C. Chapter 3701-30 and ODH policy guidance (ODH Public Health Lead Investigation Manual referred to hereinafter as the "ODH PHLI Manual") at the link provided below and incorporated herein by reference:</p> <p><a href="https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/childhood-lead-poisoning/phli-manual">https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/childhood-lead-poisoning/phli-manual</a></p> <p>The Manual may be updated as necessary. ODH will give written notice to the Designee and the Designee agrees to comply with the revised guidance within the ODH specified timeframe. Case follow-up includes enforcement of the orders through a court order.</p>	Continuous throughout the Agreement Period
5.2.	<p>Provide qualified public health lead investigators to fulfill its obligations under this Agreement per OAC Rule 3701-30-01. Designee must submit to ODH the name(s) and contact information of each public health lead investigator who is qualified to perform lead investigations on their behalf. In the event one of the listed public health lead investigators fail to meet the qualifications as required, the investigator shall notify ODH and cease the performance of public health lead investigations until he/she can come into compliance. ODH will confirm these individuals meet the qualifications and then will establish a user account in Healthy Housing and Lead Poisoning Surveillance System (HHLPSS), if needed. All lead investigators are required to do at least one public health lead investigation ("PHLI") and Risk Assessment during the Agreement Period.</p>	Continuous throughout the Agreement Period
5.3.	<p>Provide ODH with the appropriate Board of Health resolution or other documentation indicating that the individual(s) signing Lead Hazard Control Order ("LHCO"), Notice of Noncompliance/Orders to Vacate and Notice of Compliance is properly authorized or delegated by the Board of Health to do so.</p>	Continuous throughout the Agreement Period
5.4.	<p>Maintain all case records, make them available for ODH review when requested, and upload them into the HHLPSS in accordance with the Public Health Lead Investigation Manual and the HHLPSS Manual found as an appendix in the ODH PHLI Manual.</p>	Continuous throughout the Agreement Period
5.5.	<p>Address cases in the order in which referrals are received and in accordance with the tables below for contact attempts and scheduling public health lead investigations.</p>	Continuous throughout the Agreement Period
5.6.	<p>Contact the county HEALTHCHEK coordinator to verify Medicaid enrollment status and enrollment number as of the date of the public health lead investigation for all referrals of children under six (6) years of age with confirmed blood lead levels <math>\geq 5</math> <math>\mu\text{g}/\text{dL}</math> where the child is a Medicaid-eligible participant. "HEALTHCHEK coordinator" refers to the staff person within the county department of human services who is responsible for the operation of the HEALTHCHEK program. "Medicaid-eligible participant" refers to a child under six years of age who is enrolled in O.R.C. Chapter 5101 Health Maintenance Organization ("HMO") or managed care program or a child receiving services from a fee-for-service provider.</p>	Continuous throughout the Agreement Period

5.7.	<p>Once a referral is received, attempt contact with the parent/guardian to schedule a lead investigation for a child with an elevated blood lead level of 10 micrograms per deciliter (<math>\mu\text{g}/\text{dL}</math>) or higher according to the following timeframes:</p> <table border="1" data-bbox="245 275 1208 594"> <thead> <tr> <th>BLL(<math>\mu\text{G}/\text{DL}</math>)</th> <th>Initial Contact from Referral Date Within</th> </tr> </thead> <tbody> <tr> <td><math>\geq 70 \mu\text{G}/\text{DL}</math></td> <td>2 business days</td> </tr> <tr> <td>45-69 <math>\mu\text{G}/\text{DL}</math></td> <td>2 business days</td> </tr> <tr> <td>20-44 <math>\mu\text{G}/\text{DL}</math></td> <td>5 business days</td> </tr> <tr> <td>10-19 <math>\mu\text{G}/\text{DL}</math></td> <td>10 business days</td> </tr> </tbody> </table>	BLL( $\mu\text{G}/\text{DL}$ )	Initial Contact from Referral Date Within	$\geq 70 \mu\text{G}/\text{DL}$	2 business days	45-69 $\mu\text{G}/\text{DL}$	2 business days	20-44 $\mu\text{G}/\text{DL}$	5 business days	10-19 $\mu\text{G}/\text{DL}$	10 business days	Continuous throughout the Agreement Period
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5.8.	Follow the contact algorithms included in the ODH PHLI Manual for contact attempts. Documentation of all contact attempts must be documented within HHLPS within one (1) business day.	Continuous throughout the Agreement Period										
5.9.	<p>Once contact with the parent/guardian occurs and jurisdiction is established, the scheduling of public health lead investigation shall follow the timeframes below:</p> <table border="1" data-bbox="245 873 1208 1192"> <thead> <tr> <th>BLL(<math>\mu\text{G}/\text{DL}</math>)</th> <th>Investigation Time Frame</th> </tr> </thead> <tbody> <tr> <td><math>\geq 70 \mu\text{G}/\text{DL}</math></td> <td>2 business days from contact</td> </tr> <tr> <td>45-69 <math>\mu\text{G}/\text{DL}</math></td> <td>5 business days from contact</td> </tr> <tr> <td>20-44 <math>\mu\text{G}/\text{DL}</math></td> <td>10 business days from contact</td> </tr> <tr> <td>10-19 <math>\mu\text{G}/\text{DL}</math></td> <td>20 business days from contact</td> </tr> </tbody> </table> <p>No more than 45 days shall pass between the first contact attempt and the last contact attempt. If so, the contact attempt process as outlined in Appendix A of the ODH PHLI Manual shall be repeated from the beginning.</p>	BLL( $\mu\text{G}/\text{DL}$ )	Investigation Time Frame	$\geq 70 \mu\text{G}/\text{DL}$	2 business days from contact	45-69 $\mu\text{G}/\text{DL}$	5 business days from contact	20-44 $\mu\text{G}/\text{DL}$	10 business days from contact	10-19 $\mu\text{G}/\text{DL}$	20 business days from contact	Continuous throughout the Agreement Period
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5.10.	Provide case management services by a dedicated Lead Case Manager for each case referred in accordance with the Lead Case Management protocol. The protocol is incorporated by reference herein.	Continuous throughout the Agreement Period										
5.11.	Conduct monitoring of lead orders and verification of placard properties throughout the Agreement Period and upon request by ODH. Monitoring must follow the monitoring algorithms with all information obtained being entered HHLPS. Placard verification shall be conducted at a minimum on a bi-annual basis.	Continuous throughout the Agreement Period										
5.12.	Upload all final documents into HHLPS prior to a submitting a request for case closure to ODH.	Continuous throughout the Agreement Period										

5.13.	<p>Reduce the closure rate for no contact by the percentages outlined in the table below for each year of the Agreement period. ODH shall provide Designee with its relevant local health department's baseline case closure rate for no contact.</p> <table border="1" data-bbox="224 239 570 443"> <thead> <tr> <th><u>Closure Rate</u></th> <th><u>% Reduction</u></th> </tr> </thead> <tbody> <tr> <td>80% - 100%</td> <td>20%</td> </tr> <tr> <td>60% - 79%</td> <td>15%</td> </tr> <tr> <td>40% - 59%</td> <td>10%</td> </tr> <tr> <td>25% - 39%</td> <td>5%</td> </tr> <tr> <td>0% - 24%</td> <td>0%</td> </tr> </tbody> </table>	<u>Closure Rate</u>	<u>% Reduction</u>	80% - 100%	20%	60% - 79%	15%	40% - 59%	10%	25% - 39%	5%	0% - 24%	0%	Continuous throughout the Agreement Period
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5.14.	Participate in all ODH scheduled conference calls, trainings and meetings when ODH provides a minimum of two (2) weeks' notice. ODH Agreement Manager may grant a waiver of attendance in emergency situations. Participation will be monitored via attendance/sign-in records.	Continuous throughout the Agreement Period												
5.15.	Participate in a minimum of one (1) review per quarter conducted by ODH to determine compliance with the established metrics. A random sample of cases will be subject to review for completion and must include the Risk Assessment, Investigation Report, Orders Issued and Clearance Report. This quarterly review may be conducted through a desk review of HHL PSS cases worked that quarter or in person.	Quarterly												
5.16.	Participate in a minimum of one (1) annual field visit conducted by ODH to verify Lead Investigations are conducted in accordance with the Public Health Lead Investigation Manual.	Annually												
5.17.	Participate in ODH recommended training if through record reviews ODH determines that Technical Assistance is needed.	Continuous throughout the Agreement Period												
5.18.	If more than one (1) of the performance metrics has identified deficiencies the Designee may be placed on monthly monitoring by ODH.	Continuous throughout the Agreement Period												
5.19.	Track all actual costs for direct services for public health lead investigations and record them in the Local Health Department Medicaid Billing Spreadsheet. The spreadsheet shall be completed in accordance with the Medicaid Lead Investigation Cost Report Instructions found at Appendix HH in the ODH PHLI Manual. The only allowable costs under this Agreement are costs related to public health lead investigation direct services allowable under 2 CFR 200 Subpart E (Cost Principles) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. All personnel who do not spend 100% of their time performing Lead Investigations must complete a time study or another acceptable method to allocate their time between programs in agreement with 42 CFR §75.405(d) Direct Cost Allocation Principles. Costs (including personnel) that are covered by other federal funds are to be excluded. Federal reporting requires the time study component to calculate actual time and effort on PHLI direct service.	Continuous throughout the Agreement Period												
5.20.	By the 15th day of the month following the quarter (April 15, July 15, October 15, and January 15) provide a report to ODH Lead Program (BEH@odh.ohio.gov) reflecting actual costs (time study, mileage, equipment, etc.) associated with each public health lead investigation completed during the time period of the report.	15th of the Month following the Quarter												
5.21.	As approved by the Ohio Department of Medicaid (ODM) and not to exceed Agreement Funding Source, receive compensation from ODH based on actual costs for each Complete Public Health Lead Investigation without Risk Assessment report for each Medicaid-eligible participant less than six (6) years of age with a blood lead level = 5 µg/dL and < 10 µg/dL completed on-site at a child's home or primary residence by a public health lead investigator.	Quarterly												

5.22.	As approved by the ODM and not to exceed Agreement Funding Source, receive compensation from ODH based on actual costs for each Complete Public Health Lead Investigation with Risk Assessment report for each Medicaid-eligible participant less than six (6) years of age with a blood lead level $\geq 10$ $\mu\text{g}/\text{dL}$ completed on-site at a child's home or primary residence by a public health lead investigator.	Quarterly
5.23.	Provide Reimbursement for non-Medicaid public health lead investigations at a rate of \$1,000.00 per investigation.	Continuous throughout Agreement Period until the available GRF is spent in full.

<b>TOTAL AGREEMENT AMOUNT</b>	<b>Reimbursement for Direct Costs per Completed Public Health Lead Investigation</b> <b>Not to Exceed Agreement Funding Source</b>
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Intentionally Blank. Terms & Conditions Immediately Follow this Page.*

## 6. AGREEMENT TERMS AND CONDITIONS.

- 6.1. Mutual Promises & Covenants. In consideration of the mutual promises expressed in this Agreement and intending to be legally bound, Designee agrees to perform, and ODH agrees to reimburse Designee, in accordance with the terms of this Agreement.
- 6.2. Purpose of Agreement. Designee will help facilitate public health lead investigations of children with elevated blood lead levels (EBLLs) and issuing orders requiring the remediation of the hazards.
- 6.3. Scope of Work, Deliverables, and Compensation. Designee shall conduct activities in the time and manner and for the reimbursement specified in §5 and any attachment specified or incorporated into this Agreement.
- 6.3.1. Compensation. In consideration of the Scope of Work and Deliverables specified in §5, ODH agrees to reimburse Designee as set forth in §5. ODH will reimburse Designee upon the successful completion of each public health lead investigation as required in the ODH PHLI Manual and properly reported in accordance with Appendix HH cost reporting instructions referenced in §5 of this Agreement.
- 6.3.1.1. Designee shall not submit claims for expenses which do not meet the requirements specified or directly related to work in §5.
- 6.3.2. Designee shall monitor the work under this Agreement and shall not accept an assignment under this Agreement if it will cause or is reasonably likely to cause the Compensation specified in §5 to exceed the Total Agreement Amount for the Agreement Period.
- 6.3.3. Designee waives the interest provisions of O.R.C. 126.30.
- 6.3.4. Subject to the provisions of O.R.C. 126.07 and O.R.C. 131.33, which shall at all times govern this Agreement, ODH represents that it intends to maintain this Agreement for the full Agreement Period set forth in this Agreement and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. ODH further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Agreement Period.
- 6.3.5. Funds Availability. Designee understands and agrees that this Agreement is contingent upon the availability of lawful appropriations by the Ohio General Assembly and/or if applicable another Agreement Funding Source. If the Ohio General Assembly or other Agreement Funding Source fails at any time to continue funding ODH for the Compensation specified in this Agreement, this Agreement is terminated as of the date funding expires without further obligation of ODH, State of Ohio, or any other Agreement Funding Source.
- 6.3.6. ODH will not compensate Designee for any work performed prior to receipt of written notification from the ODH Agreement Manager that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met ODH will not compensate Designee for any work performed after the Agreement Ending Date, as applicable.
- 6.3.7. Invoices. Designee shall invoice ODH in accordance with §5 for work or services Designee provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to ODH, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. ODH will reimburse Designee within thirty (30) days of receipt of a valid invoice for the amount of payment due pursuant to O.A.C. 126-3-01. ODH shall return any invalid or incomplete invoice to Designee within fifteen (15) days after ODH receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Agreement shall be submitted by Designee no later than thirty (30) days after the end of the Agreement Period.
- 6.3.7.1. Electronic Commerce Program. The State of Ohio is an active participant in the E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Designee by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Designee is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at [www.supplier.obm.ohio.gov](http://www.supplier.obm.ohio.gov).
- 6.3.8. Designee shall furnish its own support staff and services as necessary for the satisfactory performance of this Agreement. Unless otherwise specified in this Agreement, ODH will not provide any staff, services, or material to Designee for the purpose of assisting Designee's performance.
- 6.3.9. ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to Designee concerning the performance of the work described in this Agreement. Upon such notice and



within ten (10) days after receipt of instructions, Designee shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by the Parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Agreement and are not intended to amend or alter this Agreement or any part thereof. The Agreement Manager will communicate all such instructions and requests to Designee.

- 6.3.10. If the Agreement Funding Source identified in §2.1. of this Agreement is one of the following listed funding sources, Designee certifies that Designee does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; is or will become affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:
- 6.3.10.1. Violence Against Women Act;
  - 6.3.10.2. Breast and Cervical Cancer Mortality Prevention Act;
  - 6.3.10.3. Infertility prevention project;
  - 6.3.10.4. Minority HIV/AIDS initiative; or
  - 6.3.10.5. State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

6.4. Time of Performance & Amendments.

- 6.4.1. Agreement Period; Extension. Upon approval by ODH and, if required, the Controlling Board, this Agreement shall be effective on the Agreement Beginning Date and shall remain in effect until the Agreement Ending Date. Upon mutual consent of both parties, this Agreement may be renewed or extended past the Agreement Ending Date, subject to the same terms and conditions of this Agreement and subject to any federal and state directives, regulations, laws, Request for Quote or Request for Proposals relating to the subject matter of this Agreement. Any extensions or renewals are subject to sections 6.3.6 and 6.4.3.

- 6.4.1.1. Biennium Year. In the event that the term of this Agreement Period spans the State of Ohio biennium ending on June 30<sup>th</sup> of an odd-numbered year, e.g. June 30, 2015, then this Agreement will terminate on the last day of that biennium. At that time, ODH may unilaterally extend the Agreement by giving Designee written notice. Until such notice is given, Designee is subject to §6.4.3 below.

- 6.4.2. Amendments. This writing constitutes the entire agreement between the Parties with respect to all matters herein. This Agreement 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 Agreement, without the necessity for executing written amendments. Any written amendments to this Agreement shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.

- 6.4.3. Pursuant to O.R.C. 126.07, this Agreement is not valid nor enforceable in any fiscal year unless the director of budget and management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations. Designee shall not perform nor charge ODH for any work performed by Designee in the time period prior to receiving written notification from ODH that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met. Designee shall neither perform work nor submit an invoice for payment for any Agreement performance after the Agreement Ending Date.

- 6.5. Suspension and Termination. ODH may suspend or terminate this Agreement for any reason by providing thirty (30) days written notice to Designee. ODH may suspend or terminate this Agreement immediately after delivery of written notice to Designee if ODH (i) discovers any illegal conduct on the part of Designee; (ii) discovers any violation of §6.8 regarding Conflict of Interest and Ethics Laws; (iii) discovers any violation of §6.14 regarding a Drug Free Workplace; (iv) discovers any violation of the funding restriction specified in §6.3.10; (v) is subject to a loss of funding as specified in §6.3.5; (vi) discovers that Designee or any of its subcontractors has performed any services under this Agreement in violation of §6.13 regarding Prohibition of the Expenditure of Public Funds for Offshore Services or (vii) discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against Designee. If at any time during the contractual period a bankruptcy or similar proceeding has been filed by or against Designee, Designee shall immediately notify ODH of the filing.

- 6.5.1. Designee to Cease Work and Other Agreement Activities. Designee, upon effective date of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODH may require.
- 6.5.2. Determining Compensation after Agreement Suspension or Termination. With the exception of material breach or default as specified in §6.6, in the event of suspension or termination under this Agreement, Designee shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by ODH based on the compensation set forth in §5 and §6.3, less any funds previously paid by or on behalf of ODH. In the case of services for which Designee's compensation is based upon a fixed fee per deliverable, compensation shall be based on a reasonable percentage of the total services performed, as determined by ODH, less any funds previously paid by or on behalf of ODH. ODH shall not be liable for any further claims, and the claims submitted by Designee shall not exceed the total amount of compensation allowed by this Agreement.
- 6.6. Breach or Default.
- 6.6.1. Material Breach. Upon a Material Breach of the Agreement, as designated in §4, §6.3.10, and §6.13, ODH may unilaterally terminate this Agreement without compensation to Designee as a material breach is understood by the Parties to be so significant that it has destroyed the value of the Agreement and, due to the nature of the services that ODH offers the State of Ohio, a Material Breach would undermine the sole purpose of the Agreement.
- 6.6.2. Upon breach or default by Designee of any of the provisions, obligations or duties provided for in this Agreement, ODH may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODH retains the right to exercise all remedies provided for in this Agreement.
- 6.6.3. If ODH or Designee fail to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODH shall not be effective unless it is in writing and signed by the Director of Health or his or her designee, except that Agreement Manager may agree in writing to non-substantial changes to §5, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.
- 6.6.4. A breach or default based upon Designee's failure to comply with §6.13 is subject to that section with regard to Agreement termination, sanctions, and damages.
- 6.7. Independent Contractor. Designee acknowledges and agrees any individual providing personal services under this agreement is not an ODH public employee (for purposes of O.R.C. Chapter 145) solely on the basis of this Agreement. 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 Agreement. Inasmuch as ODH is interested in Designee's end product, ODH does not control the manner in which Designee performs this Agreement. ODH is not liable for the workers' compensation or unemployment compensation payments required by O.R.C. Chapters 4123 and 4141, respectively. In addition, Designee assumes responsibility for tax liabilities that result from compensation paid to Designee by ODH. ODH will report any payment made under this Agreement to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Agreement shall be construed as entitling Designee to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of ODH or to become a member of the Public Employees Retirement System (O.R.C. Chapter 145).
- 6.8. Conflict of Interest and Ethics Laws.
- 6.8.1. Neither Designee nor any officer, member or employee of Designee shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.
- 6.8.2. Designee hereby covenants that neither Designee, or any officer, member, or employee of Designee, have any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Agreement.

- 6.8.3. Designee shall not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Designee shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate O.R.C. 102.03 to 102.04 or O.R.C. 2921.42.
- 6.8.4. Designee hereby covenants that Designee and any officer, member or employee of Designee are in compliance with O.R.C. 102.04 and that if Designee is required to file a statement pursuant to O.R.C. 102.04(D)(2), such statement has been filed with the ODH General Counsel in addition to any other required filings.
- 6.8.5. Designee hereby certifies compliance with the executive agency lobbying requirements of O.R.C. 121.60 to 121.69.
- 6.8.6. Designee hereby certifies and affirms that, as applicable to Designee, no party listed in Division (I) or (J) of O.R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 (One Thousand Dollars) to the Governor or to his campaign committees. If it is determined that Designee's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, Designee shall return to ODH all monies paid to Designee under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

6.9. Nondiscrimination and Equal Employment Opportunity.

- 6.9.1. In carrying out this Agreement, Designee will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin or ancestry. Designee shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination and equal employment opportunity as those laws may be amended from time to time, including but not limited to the following:
  - 6.9.1.1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; Title VII of the Civil Rights Act of 1991 (P.L. 102-166) which prohibits discrimination on the basis of race, color or religion, national origin and sexual orientation in employment; and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see [www.lep.gov](http://www.lep.gov)), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80.
  - 6.9.1.2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86.
  - 6.9.1.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85.
  - 6.9.1.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91.
  - 6.9.1.5. If grant funding is from the U.S. Department of Justice ("DOJ"), also comply with the nondiscrimination provision of the Violence Against Women Act of 1994, as amended (42 U.S.C. § 13925(b)(13)), which prohibits discrimination on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, or disability in the provision of services and employment practices; 28 C.F.R. pt. 42, subpt. C (the DOJ regulations implementing Title VI of the Civil Rights Act of 1964); 28 C.F.R. pt. 54 (the DOJ regulations implementing Title IX of the Education Amendments of 1972); 28 C.F.R. pt. 42, subpt. G (the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973); 28 C.F.R. pt. 42, subpt. I (the DOJ regulations implementing the Age Discrimination Act of 1975); 28 C.F.R. pt. 38 (the DOJ regulations on the Equal Treatment for Faith-Based Organizations); Ex. Order No. 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations); and Ex. Order No. 13559 (Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations).
  - 6.9.1.6. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.

- 6.10. "Sweatshop Free" Certification. Designee hereby certifies that all facilities used for the production of supplies or performance of services offered in this Agreement is in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by Designee in furnishing the supplies or services pursuant to this Agreement. If it is determined that Designee's certification of this requirement is false or misleading, then Designee understands that it shall be grounds for the termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 6.11. Records, Documents and Information. All records, documents, writings or other information produced or used by Designee in the performance of this Agreement shall be treated according to the following terms:
- 6.11.1. All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by Designee. Where there is a question as to whether information is public or private, ODH shall make the final determination. Designee shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Designee agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. If at any time during the contract period a proceeding has been filed by or against Designee which would compel disclosure of private information under this Agreement, Designee shall immediately notify ODH of the filing. The terms of this section shall be included in any subcontracts executed by Designee for work under this Agreement.
- 6.11.2. Pursuant to O.R.C. 149.43, all proprietary information of Designee shall be held to be strictly confidential by ODH. Proprietary information is information which, if made public, would put Designee at a disadvantage in the market place and trade of which Designee is a part. Designee is responsible for notifying ODH of the nature of the information prior to its release to ODH. ODH reserves the right to require reasonable evidence of Designee's assertion of the proprietary nature of any information to be provided.
- 6.11.3. All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by Designee shall be retained and made available by Designee for audit by the State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Agreement. If an audit, litigation, or other action is initiated during this time period, Designee shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.
- 6.12. Disclosure of Personal Health Information. Designee hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Agreement or as required by law. Designee will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement. Designee shall comply with 45 C.F.R.164.504(e)(2)(ii). Designee shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Agreement. Designee hereby agrees that anytime information is provided or made available to any subcontractor or agent, Designee must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. Designee must obtain ODH approval prior to entering into such agreements. Further, Designee agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of Designee's obligations under this Agreement.
- 6.13. Prohibition of the Expenditure of Public Funds for Offshore Services. No State of Ohio Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State of Ohio data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States. Notwithstanding any other terms of this Agreement, the ODH reserves the right to recover any funds paid for services the Designee performs outside of the United States for which it did not receive a waiver. The Designee must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Designee understands and will meet the requirements of the above prohibition. The Affirmation and Disclosure Form is attached hereto as Attachment A. During the performance of this Agreement, the Designee must not change the location(s) disclosed on the Affirmation and Disclosure Form, unless a duly signed waiver has been attained to perform the services outside the United States. Designee agrees to immediately notify ODH upon discovery of any change or shift in the location(s) of services performed by Designee or its subcontractors under this Agreement.
- 6.13.1. Termination, Sanction, Damages. If Designee or any of its subcontractors perform services under this Agreement outside of the United States or State of Ohio data is sent, taken, accessed, tested, maintained,

backed-up, stored, or made available remotely outside the United States, the performance of such services shall be treated as a material breach of the Agreement. ODH is not obligated to pay and shall not pay for such services. If Designee or any of its subcontractors perform any such services, Designee shall immediately return to ODH all funds paid for those services. ODH may also recover from Designee all costs associated with any corrective action ODH may undertake, including but not limited to an audit or a risk analysis, as a result of the material breach.

- 6.13.1. ODH may, at any time after the breach, terminate the Agreement, upon written notice to Designee. ODH may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
  - 6.13.2. If ODH determines that actual and direct damages are uncertain or difficult to ascertain, ODH in its sole discretion may recover a payment of liquidated damages in the amount of % of the value of the Agreement.
  - 6.13.3. ODH, in its sole discretion, may provide written notice to Designee of a breach and permit Designee to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, ODH may buy substitute services from a third party and recover from Designee any costs associated with acquiring those substitute services.
  - 6.13.4. Notwithstanding ODH permitting a period of time to cure the breach or Designee's cure of the breach, ODH does not waive any of its rights and remedies provided ODH in this Agreement, including but not limited to recovery of funds paid for services Designee performed outside of the United States, costs associated with corrective action, or liquidated damages.
- 6.14. Drug Free Workplace. Designee shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. Designee shall make a good faith effort to ensure that all employees of Designee do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.
- 6.15. Security & Safety Rules. When using or possessing ODH data or accessing State of Ohio networks and systems, Designee must comply with all applicable state rules, policies, and regulations regarding data security and integrity. When on any property owned or controlled by the State of Ohio, the Designee must comply with all security and safety rules, regulations, and policies applicable to people on those premises. Designee must immediately notify ODH of any violation of this section.
- 6.16. Trade.
- 6.16.1. Pursuant to Section 9.76(B) of the Ohio Revised Code, Designee warrants that Designee is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Agreement Period.
  - 6.16.2. The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The Designee certifies that it, its subcontractors, and any agent of the Designee or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.
- 6.17. Compliance.
- 6.17.1. Designee affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under O.R.C. 9.24 or that it has taken the appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. Designee further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to O.R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R.180.110. Designee agrees that if this representation and warranty is deemed false, the Agreement will be void *ab initio* as between the Parties to this Agreement, and any funds paid by ODH hereunder shall be immediately

repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.

- 6.17.2. Designee certifies that Designee is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period Designee is federally debarred from participating in government contracts funded by federal money, for whatever reason, Designee shall immediately notify ODH of the debarment.
- 6.17.3. Designee certifies that all approvals, licenses, registrations or other qualifications necessary to conduct business where the services are performed have been obtained and are operative. If at any time during the contractual period Designee becomes disqualified from conducting business in Ohio, for whatever reason, Designee shall immediately notify ODH of the disqualification.
- 6.17.4. Designee certifies that it is in compliance and will remain in compliance throughout the duration of this Agreement with all other applicable federal and state laws, regulations, rules and Executive Orders and will require the same certification from its subgrantees or subcontractors.
- 6.18. Trafficking Victims Act. In carrying out this Agreement, Designee, its employees, subcontractors and their employees shall comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); and is now located at 2 CFR Part 175 during the term of this Agreement. Designee must include this provision in its contracts and subcontracts under this Agreement. Designee must inform ODH immediately of any information regarding violation of the foregoing. Designee understands that its failure to comply with this provision may subject ODH to loss of federal funds. Designee agrees to compensate ODH for any such funds lost due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition.
- 6.19. Limitation of Liability. Designee agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto ODH; and ODH agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any such responsibility on the Designee. ODH's liability for damages, whether in contract or in tort, shall not exceed the Total Agreement Amount or the amount of direct damages incurred by Designee, whichever is less, and is the Designee's sole and exclusive remedy for ODH's failure to perform its obligations under this Agreement. In no event shall ODH be liable for any indirect or consequential damages, including loss of profit, even if ODH knew or should have known of the possibility of such damages. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.
- 6.20. Insurance. Designee will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Agreement will be performed. Designee may be required to show proof of insurance upon request by ODH. Designee also will provide for its employees performing work under this Agreement employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage with personal injury and bodily injury coverage in the amount of at least \$100,000.00 per person, \$300,000.00 per occurrence. In lieu of providing the policies of insurance in the amounts specified in this section, Designee instead may elect to self-insure such risk in accordance with the laws of this state, based upon a good-faith analysis of the potential liability as it relates to the work to be performed under this Agreement, provided that contractor is one of the following:
- 6.20.1. A "state institution of higher education" as defined in O.R.C. [3345.12\(A\)\(1\)](#), a community college established under O.R.C. Chapter 3354, a state community college established under O.R.C. Chapter 3358, a university branch established under O.R.C. Chapter 3355, or technical college established under O.R.C. Chapter 3357;
- 6.20.2. A "state agency", which means a department, bureau, board, commission, office, agency, institution or other organized body or instrumentality established by the constitution and laws of the state of Ohio for the exercise of any function of state government; or
- 6.20.3. A "political subdivision" of this state, which means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities only in geographical areas smaller than that of the state.
- 6.21. Rights in Deliverables, Data and Copyrights. Any intellectual property or copyrightable materials produced specifically for and as a deliverable under the terms of this Agreement, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. This section does not apply to any preexisting materials owned by Designee. Designee shall not

obtain copyright, patent, or other proprietary protection for the Work or Deliverables under this Agreement. ODH grants Designee an unlimited license to use work and materials produced by Designee under this Agreement, including the right to publish the results of any work performed under this Agreement. In the event that the Agreement Funding Source is federal funding, in whole or in part, such license is subject to the royalty-free, non-exclusive and irrevocable license to such material retained by the United States government. Further, the work must state: "This publication was made possible by Grant Number [insert grant number] from [insert federal funding agency]. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of [insert federal funding agency]." Designee shall not include in any Deliverable or Work any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.

- 6.22. Assignment. Designee will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by the ODH.
- 6.23. Attachments. Attachments and documents referenced in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms.
- 6.24. Governing Law. This Agreement is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Agreement.
- 6.25. Severability. If any portion of this Agreement is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Agreement shall not be affected thereby, provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Agreement.
- 6.26. Headings. The headings in this Contract are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.
- 6.27. Survival. All sections herein relating to payment, confidentiality, license and ownership, liability, record retention, audit, publicity, warranties and limitations on damages shall survive the termination of this Agreement.
- 6.28. Notices.
- 6.28.1. Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.
- 6.28.2. Method of Notice. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the Party specified in this Agreement as "ODH Agreement Manager" or "Designee's Authorized Representative" or such other address as either Party may specify in writing. The Parties acknowledge that change in authorized representatives and their addresses are not substantive and a change shall be recognized with proper Notice.
- 6.28.3. Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

*Remainder of Page Left Intentionally Blank. Attachment(s) Immediately Follow.*

ATTACHMENT A

AFFIRMATION AND DISCLOSURE FORM

By the signature affixed hereto, the Contractor affirms and understands that if awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States, nor allow State data to be sent, taken, accessed, tested, maintained, backed-up, stored or made available remotely (located) outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)



3. Location where state data will be located, by Contractor:

\_\_\_\_\_  
(Address) (Address, City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: \_\_\_\_\_  
Contractor

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_