

**OPPORTUNITIES FOR OHIOANS WITH DISABILITIES AGENCY
CONTRACT AND AGREEMENT**

STANDARD TERMS AND CONDITIONS

1. DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) OR CONTROLLING BOARD APPROVAL: If DAS or Controlling Board approval is required, this Contract shall not be valid and enforceable until appropriate approvals are received.
2. CERTIFICATE OF AVAILABLE FUNDS: It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section [126.07](#), have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that OOD gives Contractor written notice that such funds have been made available to OOD by OOD's funding source.
3. NATURE OF CONTRACT AND RELATIONSHIP OF PARTIES:
 - a. OOD enters into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience. It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant, or employee of OOD or the State of Ohio. Neither Contractor nor its personnel, nor any subcontractor shall at any time, or for any purpose, be considered as agents, servants, or employees of OOD or the State of Ohio as a result of any work performed under this Agreement. Contractor acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. OOD shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. OOD reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services; however, OOD may not and will not control the means or manner of the Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services. Contractor shall be responsible for all of Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. The Contractor must receive OOD written approval prior to entering into any subcontract or joint venture for the delivery of services required by this Contract. If the Contractor enters into any agreement with a subcontractor, the Contractor is ultimately responsible for any and all actions or omissions by the subcontractor in the delivery of services under this contract. The Contractor shall, for each subcontract authorized by OOD, require its subcontractor(s) to agree and be bound to the same terms of this Agreement and shall not agree to terms inconsistent with, or at variance from, this Agreement. The individual signing on behalf of the Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that the contractor is an independent contractor.
 - b. Throughout the term of this contract, the Contractor shall provide OOD with copies of all current licensure, certification, and/or accreditation, including any renew or re-issuance thereof, for any employee or subcontractor, providing services under this contract.
 - c. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party.
 - d. OOD may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within ten days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to OOD's satisfaction. 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 Agreement. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. OOD retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Agreement.

4. NONDISCRIMINATION IN EMPLOYMENT:

a. In accordance with O.R.C., Section 125.111(B) and, where applicable, Executive Order 2011-05K, the Contractor from whom the State of any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office (EEO) of the Department of Administrative Services. The Contractor has an option to adopt the state of Ohio's equal employment opportunity (EEO) policy statement and affirmative action program (AAP) or; develop and submit the contractor's EEO policy statement and AAP. The Contractor, and any person acting on behalf of the Contractor or subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability or military status as defined in ORC 4112.01, genetic information, sexual orientation, gender, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. **Contractor further represents and warrants that it has provided or will provide verification of such to OOD prior to execution of this Agreement.** Contractors may reference additional information and submit their affirmative action program description online at:

<http://www.das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionEqualEmploymentOpportunity/tabid/178/Default.aspx>

b. Contractor further agrees that Contractor or subcontractor, and any person acting on behalf of Contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, or military status as defined in ORC 4112.01, genetic information, sexual orientation, gender, national origin, or ancestry.

c. Contractor agrees to comply with E.O. 11246, "Equal Employment Opportunity, as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Contractor agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964, Equal Pay Act of 1962, Age Discrimination in Employment Act of 1967, Title IX of Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Title I and Title V of the Americans with Disabilities Act of 1990, Fair Housing Act, Fair Credit Reporting Act, Equal Educational Opportunities Act, and the Uniform Relocation Act, as may be applicable.

d. Contractor and or subcontractor(s) agree to purchase goods and services related to this Agreement, if any, from certified MBE and EDGE vendors whenever feasible. Additional Information and vendor listings are available at:

<http://www.das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/Default.aspx>

5. TAXES: The Contractor affirms that it is not delinquent in the payment of any applicable federal, state, and local taxes and agrees to comply with all applicable Federal, State, and Local laws in the performance of the work hereunder. The Contractor accepts full responsibility for payment of all taxes, including and without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work authorized by this Contract. The contractor must provide workers compensation for their employees and submit proof upon request. OOD and the State of Ohio shall not be liable for any taxes under this Contract. Additionally, as a state agency, OOD is exempt from state, county, and transit sales taxes for services and goods supplied to and billed directly to OOD.

6. CONTROLLING LAW: This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.
7. COMPLIANCE WITH LAWS:
 - a. Contractor, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
 - b. The Contractor shall meet State of Ohio requirements for certification, licensure, and registration where applicable. Contractor shall be required to provide proof of such certification, licensure, and registration and to provide any renewal certification, licensure, and registration.
 - c. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (O.R.C.) Section [3517.13](#)-Campaign; Political Parties-*Failure to File Statements*; O.R.C. Section [127.16](#)-Purchasing by Competitive Selection; or O.R.C. Chapter [102](#)-Public Offices-Ethics.
8. TERMINATION OF CONTRACTOR'S SERVICES:
 - a. Prior to the expiration of the term of this Contract, either party may suspend or terminate the Contract, without cause, by providing written notice to the other party not less than thirty (30) days prior to the termination date. OOD may suspend or terminate the Contract immediately, with cause, by giving written notice to Contractor. Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, and take all necessary or appropriate steps to limit disbursements and minimize costs. If requested by OOD, Contractor shall furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under the Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters OOD requires and shall deliver to OOD all work products and documents, which have been specifically prepared for OOD by Contractor in the course of providing services under the Contract. All such material shall become and remains the property of OOD, to be used in such manner and for such purposes as OOD may choose. Contractor shall be paid for services rendered up to the date Contractor received notice of termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of termination, any payments made by OOD for which Contractor has not rendered services shall be refunded. Contractor agrees to waive any right to, and shall make no claim for, additional compensation against OOD by reason of such termination.
 - b. In the event of termination of this Contract, the provisions concerning confidentiality, as outlined in Article 11 below, shall remain binding upon the Contractor.
 - c. Other than as outlined herein, termination pursuant to this Article will relieve either party of further obligation under this Contract. In no event will OOD be obligated to pay for any services not actually performed by the Contractor.
9. MODIFICATION TO SERVICES: OOD and the Contractor agree that any change in the rate(s) or type(s) of service shall require written agreement by both parties.
10. RECORD KEEPING AND AUDITS:
 - a. During the performance of this Agreement and for a period of five years after its completion, Contractor agrees to maintain a proper system of accounting and auditable records, in a manner consistent with generally accepted accounting principles, to account for the expenditure of all funds provided by this agreement, including any and all direct and indirect costs expended, and to make these records available for

review upon request by OOD representatives at all reasonable times, including regular working hours. Contractor further agrees to retain all records and reports for a period of not less than five years following audits by the appropriate state and federal auditing agencies or until questions arising from the audit have been resolved, whichever is later.

- b. OMB A-133 requires OOD, as the recipient of federal funds, to insure that sub-recipients complete an audit in accordance with the requirements of the Single Audit Act of 1984, P.L. 98-502, as amended, and the resulting OMB Circular A-133. If this is applicable to the Contractor, then the Contractor is required to adhere to the mandates of the Single Audit Act and OMB Circular A-133. The audit must be performed on an annual basis for each agency fiscal year if \$500,000 or more is expended in federal funds.
- c. Upon completion of the audit, the Contractor must send OOD written notification, as per requirements of Section 320(e)(2) of the Circular, to OOD Fiscal Management, 150 East Campus View Blvd., Columbus, Ohio 43235. If there is a finding with any OOD funds, the Contractor must submit a copy of the complete audit reporting package to OOD.
- d. Contractor agrees to comply with OMB A-133, Federal Auditing Requirements, where applicable. Contractor also agrees to comply with the applicable federal cost principle (OMB A-122 (2 CFR Part 230), Federal Cost Principles for Non-Profits Organizations; A-87 Federal Cost Principles for state and local governments; and/or A-21 Federal Cost Principles for colleges and universities) and OMB A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations. Contractor also agrees to comply with applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) as well as any corresponding laws under the Code of Federal Regulations and any modifications to such laws.
- e. The Contractor agrees to be responsible for the costs of any audit in which it is determined that the Contractor violated, in any material respect, any provision of Federal, State or local law.

11. CONFIDENTIALITY:

- a. Contractor shall not discuss or disclose any confidential consumer information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the individual, applicant, or former participant. Contractor shall comply with the confidentiality provisions defined and outlined in O.R.C. Section 3304.21, O.A.C. Section 3304-2-63, 34 CFR 361.38, Attorney General Opinion 76-049, and as otherwise required pursuant to state and federal law.
- b. Contractor shall safeguard confidential individual information for which they have the authority to access by ensuring that the data is secure. The measures to secure the information include, but are not limited to, password protection, locked cabinet drawers, locked offices, etc. Contractor is responsible for securing all computers (i.e. Antivirus, Microsoft patches, etc.) and encrypting any mobile devices (i.e. laptops, tablets, smartphones, etc.) that may contain individual's information. Any unauthorized access or inappropriate release or use of confidential information shall be reported immediately to the OOD Chief Legal Counsel. Unauthorized access, release or misuse of confidential consumer information could result in termination of this agreement and possible criminal charges per state law.
- c. In the event of an appeal and/or other complaint is filed with OOD by an applicant, individual or former participant for OOD services, the Contractor agrees to make his or her staff and records available to OOD for its review, investigation, response and/or defense of the appeal and/or complaint.

12. LIABILITY:

- a. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, punitive damages, or lost profits.
- b. Contractor agrees to indemnify and to hold OOD and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, sub-contractor(s), suppliers, third parties utilized by Contractor, or joint ventures', while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. Contractor shall bear all costs associated with defending OOD and the State of Ohio against any claims made because of Contractor's acts or omissions. (The indemnification provisions in this paragraph shall not be applicable to Agreements between OOD and other State of Ohio government agencies, instrumentalities or political subdivisions of the State).
- c. Upon request by OOD or if stated in Exhibit [A], Contractor, at its own cost, agrees to procure and continue in force at all times that this contract is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of Contractor's obligations set forth herein. Such insurance shall at all times be in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of bodily injury to or death of one (1) person, and One Million Dollars (\$1,000,000) on account of bodily injuries or death of more than one person as a result of any one incident or disaster, and Two Hundred Fifty Thousand Dollars (\$250,000) for property damage in any one accident. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of Ohio with an A.M. Best rating of at least "A" or be otherwise approved in writing by OOD. A certificate reflecting the continuing coverage of all such policies procured by Contractor in compliance herewith shall be delivered to OOD at least thirty (30) days prior to the time such insurance is required to be carried by Contractor, and thereafter at least thirty (30) days prior to the expiration of any policies. Such insurance shall name OOD and the State of Ohio as additional insureds. Such policies shall bear an endorsement stating that the insurer agrees to notify OOD not less than thirty (30) days in advance of any proposed modification or cancellation of any such policy.

13. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE:

- a. No personnel of contractor, subcontractor or any person acting on behalf of contractor or a subcontractor shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions related to this Agreement.
- b. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to OOD in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless OOD shall determine in its sole discretion 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.
- c. Contractor, by signature on this document, certifies that Contractor: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, and (2) will take no action inconsistent with those laws and any applicable order. Contractor understands that failure to comply with Ohio ethics and conflict of interest laws may, in itself, be grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio. Additional information concerning Ohio ethics laws may be found by accessing the following website: [http:// www.ethics.ohio.gov](http://www.ethics.ohio.gov)

14. CAMPAIGN CONTRIBUTIONS: Contractor hereby certifies compliance with O.R.C. Section 3517.13, as applicable. Any violation of O.R.C. Section 3517.13 by Contractor renders this Agreement void ab initio.
15. ENTIRE AGREEMENT/WAIVER:
 - a. This Agreement, along with any attachments, contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
 - b. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
 - c. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
16. NOTICES: Except as specifically provided otherwise, all notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the respective addresses on the signature page of this document.
17. SEVERABILITY: The provisions of this Agreement are severable and independent. If any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall, nevertheless, be binding and enforceable.
18. HEADINGS: The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
19. RELATED AGREEMENTS:
 - a. The work contemplated in this Agreement is to be performed by Contractor, who may subcontract without OOD's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit [A], Scope of Services, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts, not otherwise specifically acknowledged within this Agreement without prior written approval by OOD. All work subcontracted shall be at Contractor's expense.
 - b. Contractor shall bind its subcontractor(s), if any, to the terms of this Agreement, so far as applicable to the work of the subcontractor(s), and shall not agree to any provision, which seeks to bind OOD to terms inconsistent with, or at variance from, this Agreement.
 - c. Contractor warrants that it has not entered into, nor shall enter into, other agreements, without prior written approval of OOD, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
 - d. Contractor shall furnish to OOD a list of any and all subcontractors, if any, their addresses, tax identification numbers, and the dollar amount of each subcontract.
20. DRUG FREE WORKPLACE: The Contractor agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or subcontractors purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.
21. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE:
 - a. OOD shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data, or materials prepared specifically for OOD, by the Contractor, subcontractor or any person acting on

behalf of the contractor pursuant to this agreement. No such documents or other materials produced (in whole or in part) with funds provided to the Contractor by OOD shall be subject to copyright by the Contractor in the United States or any other country.

- b. Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.
 - c. The Contractor is not permitted to use OOD's logo, brand names, taglines, slogans, or other trademarks without appropriate prior written authorization from OOD.
22. ANTITRUST ASSIGNMENT: Contractor assigns to OOD all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.
23. FINDINGS FOR RECOVERY: Contractor warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to OOD any funds paid under this Agreement.
24. DEBARMENT: Contractor represent and warrant that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section [153.02](#) or O.R.C. Section [125.25](#) or the United States Department of Education, pursuant to [34 C.F.R. Part 85](#). If this representation and warranty is found to be false, this Agreement shall be void *ab initio* and Contractor shall immediately repay to OOD any funds paid under this Agreement.
25. TRAVEL EXPENSES: Contractor expressly understands that under no circumstances will contractor be compensated or reimbursed for any travel outside the State of Ohio in the performance of Contractor's obligations, duties and responsibilities under this Agreement. Any amounts approved by OOD for reimbursement of travel expenses shall be clearly and expressly outlined within the terms of this Agreement and shall not exceed any reimbursement rates authorized by Ohio law or rule of the Ohio Office of Budget and Management (OBM), the Ohio Department of Administrative Services (DAS) and/or, where applicable, the United States General Services Administration (GSA).
26. SWEATSHOP FREE REQUIREMENTS: Contractor certifies that all facilities used for the production of any supplies or performance of services offered are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws and are sweatshop free. This certification applies to any and all suppliers and/or subcontractor used by the Contractor in furnishing the supplies or services. If DAS receives a complaint alleging non-compliance with sweatshop free requirements, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any subcontractor or suppliers used by the Contractor in performance of the Contract. If allegations are proven accurate, the Contractor will be advised by DAS of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.
27. BIENNIUM AND RENEWAL REQUIREMENTS:
- a. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than the end of the current biennium. If the completion date of this Agreement goes beyond any current biennium then at that time OOD may renew the remaining time of this Agreement on the same terms and conditions by giving written notice to contractor prior to the end of the current biennium, otherwise this Agreement shall terminate at the end of the then current biennium.
 - b. At the sole discretion of OOD, this Agreement may be renewed annually under the same terms and conditions applicable to this Agreement for any period of time, up to a maximum of twenty-four (24) additional months, provided that such renewal does not extend beyond the biennium in which the renewal takes place. If OOD chooses to exercise this option of renewal, OOD shall advise the Contractor, in writing, prior to the expiration of the current Agreement.

- c. In accordance with Section 126.07 of the Ohio Revised Code, any renewal hereunder shall not be valid or enforceable unless and until the Director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations.

28. CONFLICT OF TERMS: Contractor understands and agrees that if there is a conflict, whether in whole or in part, between any of the terms in this Agreement, including the terms found in Exhibit [A] and any and all other attachments or parts of this Agreement, then OOD shall have sole authority and discretion, which shall not be inconsistent with any established law, to identify which term, or portion of such term, would control and Contractor agrees to follow such determination by OOD.

29. EXECUTIVE ORDER-PROHIBITION OF THE PURCHASE OF OFF-SHORE SERVICES / TERMINATION, SANCTION, DAMAGES:

- a. The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John R. Kasich and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is available at the following website: <http://governor.ohio.gov/MediaRoom/ExecutiveOrders.aspx>
- b. The Contractor also affirms, understands, and agrees to immediately notify OOD of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.
- c. If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. OOD is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to OOD all funds paid for those services. OOD may also recover from the Contractor all costs associated with any corrective action OOD may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.
- d. OOD may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. OOD may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.
- e. If OOD determines that actual and direct damages are uncertain or difficult to ascertain, OOD in its sole discretion may recover a payment of liquidated damages in the amount of fifty percent of the value of the Contract.
- f. OOD, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, OOD may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services. Notwithstanding OOD permitting a period of time to cure the breach or the Contractor's cure of the breach, OOD does not waive any of its rights and remedies provided OOD in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

30. SOCIAL MEDIA:

- a. For the purposes of this Agreement, "social media" covers tools and technologies that allow an individual to share communications, postings or information, or participate in social networking, including but not limited to: blogs (e.g., Twitter, Tumblr), social networks (e.g., Facebook, LinkedIn, Google+), video and photo sharing websites (e.g., Instagram, Flickr), online forums and discussion boards, chat rooms and automated data feeds.

- b. Regarding content that is considered confidential, proprietary, or private, the Contractor agrees not to directly or indirectly refer to, publish, post, or release any content, including images, regarding OOD, its employees, contractors, and/or participants.
 - c. Regarding content that is not considered confidential, proprietary, or private, the Contractor agrees to always act in a manner that promotes professional decorum, ethics, respect, and online safety and security. Communications on social media that reference, refer to, tag, acknowledge, or otherwise mention OOD, must use the following disclaimer: "The opinions expressed are my own and are not attributable in any way to OOD."
 - d. The Contractor is not permitted to speak on behalf of OOD and is not permitted or authorized to speak with the media about the services covered by this Agreement without appropriate written authorization from OOD.
 - e. The Contractor acknowledges that OOD may monitor Contractor's social media and networking activity at OOD's sole discretion.
 - f. Failing to adhere to this provision may result in immediate termination of this Agreement and Contractor's services.
31. SUCCESSORS/ASSIGNMENT/DELEGATION: Except as otherwise provided hereto, neither this Agreement nor any rights, duties, obligations or responsibilities hereunder may be assigned, delegated or transferred, in whole or in part, by Contractor, without the prior written consent of OOD. Any assignment or delegation not consented to may be deemed void by OOD.
32. EXECUTION:
- a. This Agreement is not binding upon the parties unless executed in full.
 - b. Contractor explicitly understands that services under this contract shall not begin, nor will Contractor be compensated for any of the services hereunder, until Contractor receives from OOD a fully executed copy of this Contract and, where applicable, a valid purchase order number.

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