

FOR OFFICE USE ONLY:

Contract No. 413-13-0929	Fund	ALI
Dept.	Program	OAKS Vendor ID No.

**Purchase
Contract
Between the
Ohio Department of Rehabilitation and Correction
Marion Correctional Institute**

**And
WinWin, Inc.**

THIS CONTRACT is made and entered into effective 1st day of May, 2013 by and between the Ohio Department of Rehabilitation and Correction, Marion Correctional Institute (hereinafter collectively referred to as "Agency"), located at 940 Marion-Williamsport Road Marion, OH 43302 and WinWin, Inc. (hereinafter referred to as "Contractor"), located at 4924-C Reed Road Columbus, OH 43220 (hereinafter referred to as "Contract").

WHEREAS, Agency desires to engage Contractor to LifeLine Reentry;;

WHEREAS, pursuant to Section 5120.09 of the Ohio Revised Code, Agency may enter into agreements with contractors to effectuate the purposes for which Agency was created;

WHEREAS, Contractor desires to provide such services and/or such goods in accordance with the terms and conditions prescribed by Agency; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1: NATURE OF CONTRACT

1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Contract. It is specifically understood that the nature of the services and/or goods to be rendered under this Contract are of such a personal nature that Agency is the sole judge of the adequacy of such services and/or goods. Agency thus reserves the right to cancel this Contract should Agency at any time be dissatisfied with Contractor's performance of its duties under this Contract.

- 1.2 Agency enters into this Contract 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.
- 1.3 Contractor shall provide services and/or goods and Agency shall not hire, supervise, or pay any assistants to Contractor in its performance under this Contract. Agency shall not be required to provide any training to Contractor to enable it to provide services and/or goods required hereunder.
- 1.4 In the event of a cancellation by Agency, Contractor shall be reimbursed in accordance with Article 6, Termination of Contractor's Services and/or Goods. All provisions of this Contract relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.
- 1.5 Agency may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Contract. Upon such notice and within ten (10) days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to Agency'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 Contract. 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. Agency retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Contract. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of Agency or the State of Ohio.

ARTICLE 2: SCOPE OF SERVICES AND/OR GOODS

- 2.1 If the purchase was not solicited, the Contractor shall provide the following scope of services and/or goods:
N/A

(If additional space is needed, then attach an additional page headed "Continuation of 2.1" which is attached hereto and incorporated herein.)

If solicited, the solicitation (number DRCP-13-0929) documents, which describe the goods and/or services to be provided and the payment terms which are attached hereto and incorporated herein.

- 2.2 The Contractor's Agency contact person for this Contract is Rebecca Shaffer who is responsible for overseeing compliance of the terms and conditions of this Contract and must verify and account for expenditures of state funds resulting from Contractor's provision of services and/or goods.
- 2.3 Contractor shall not discuss or disclose with any non-party any information or material obtained pursuant to its obligations under this Contract without the prior written consent of Agency.
- 2.4 Due to institutional security requirements, available hours to provide services and/or goods may be limited by inmate availability. In that event, the Contractor and Agency will negotiate a mutually agreeable schedule to provide services and/or goods.

ARTICLE 3: TIME OF PERFORMANCE

- 3.1 This Contract shall remain in effect until the work described in Article 2, Scope of Services and/or Goods, is completed to the satisfaction of Agency and until Contractor is paid in accordance with Article 4, Compensation, or until terminated as provided in Article 6, Termination of Contractor's Services and/or Goods, whichever is sooner.
- 3.2 As the current General Assembly cannot commit a future General Assembly to expenditure, this Contract shall expire on 06/30/2013.
- Prior to expiration of the original term or any renewed term, Agency may renew this Contract on the same terms and conditions by giving notice as set forth in Article 18 of this Contract. Such renewal shall begin upon the expiration of the original term or any renewed term, as applicable, and expire as set forth in an Amendment to this Contract.
- 3.3 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 Contract would be contrary to the terms of Ohio Revised Code ("O.R.C.") Section 3517.13 (campaign contribution), O.R.C. Section 127.16 (controlling board), or O.R.C. Chapter 102 (public officers – ethics).

ARTICLE 4: COMPENSATION

- 4.1 Agency shall pay Contractor for services and/or goods rendered a total amount of \$ 10,831.00.
- 4.2 The total amount due was computed according to the following payment schedule:
See Attached Solicitation Documents.

- 4.3 Contractor shall submit an invoice for the compensation incurred consistent with Section 4.2 above, and each invoice shall contain a description of the services and/or goods provided and total amount due. Upon receipt and approval of the invoice by Agency, a voucher for payment shall be processed.
- 4.4 Invoice Requirements. The Contractor must submit an original invoice with three (3) copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

The purchase order number authorizing the delivery of goods or services. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the goods and services. If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.
- 4.5 Payment Due Date. Payments under this Contract will be due on the 30th calendar day after the later of the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract.
- 4.6.2 The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section 126.30.
- 4.7 Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval and in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code. It is understood that Section (G) of Rule 126-1-02 does not apply.

ARTICLE 5: CERTIFICATION OF FUNDS

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Contract shall be binding on either party until all relevant statutory provisions of the O.R.C., 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 Agency gives Contractor written notice that such funds have been made available to Agency by Agency's funding source.

ARTICLE 6: TERMINATION OF CONTRACTOR'S SERVICES AND/OR GOODS

- 6.1 Agency may, at any time prior to the completion of services and/or delivery of all goods by Contractor under this Contract suspend or terminate this Contract with or without cause by giving written notice to Contractor.
- 6.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.

- 6.3 Contractor shall be paid for services and/or goods provided up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services and/or goods provided and hours worked. In the event of suspension or termination, any payments made by Agency for which Contractor has not provided services and/or goods shall be refunded.
- 6.4 In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services and/or goods under this Contract. All such materials shall become and remain the properties of Agency, to be used in such manner and for such purpose as Agency may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.
- 6.6 Contractor may terminate this Contract upon 90 days prior written notice to Agency.
- 6.7 The Contractor and Agency may terminate this Contract upon mutual written agreement, within a mutually agreeable time period.
- 6.8 A Contractor who breaches this Contract or fails to perform on this Contract may be precluded from being awarded any subsequent contract for the same or similar services and/or goods for up to two (2) years after the termination of this Contract, for cause, by Agency.

ARTICLE 7: RELATIONSHIP OF PARTIES

- 7.1 Agency and Contractor agree that, during the term of this Contract, Contractor shall be engaged by Agency solely on an independent contractor basis, and Contractor shall therefore be responsible for all 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.
- 7.2 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the work hereunder.
- 7.3 While Contractor shall be required to provide services and/or goods described hereunder for Agency during the term of this Contract, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that Agency shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's provision of services and/or goods hereunder.
- 7.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

- 7.5 License number N/A. The Contractor will maintain any professional licensing required to fulfill the Contract.
- 7.6 The Contractor recognizes the security requirements for entering Agency's facilities and acknowledges receipt of the "Standards of Conduct for Contractor" (DRC 4376). The Contractor agrees to comply with these standards and with safety rules and procedures. Due to institutional security requirements, the Agency staff may require the Contractor to document when the Contractor or any subcontractor is on state property.
- 7.7 The Contractor understands and agrees that Agency expressly reserves the right to conduct a background investigation on the Contractor, subcontractor, assistants and any employee required to provide services and or goods. An unacceptable background history may, at Agency's discretion, be grounds to terminate the Contract or reject any unacceptable subcontractors or other individuals providing services and/or goods under the Contract.
- 7.8 Any misrepresentation or omission of a material fact concerning the Contractor's qualifications and fitness to provide services and/or goods under this Contract may be grounds for termination, as may be determined within the discretion of the Agency.

ARTICLE 8: RECORD KEEPING

During performance of this Contract and for a period of three years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Contract and shall make such records available to Agency as Agency may reasonably require.

ARTICLE 9: RELATED AGREEMENTS

- 9.1 The work contemplated in this Contract is to be performed by Contractor, who may subcontract without Agency's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services and/or goods described in Article 2, Scope of Services and/or Goods, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts without prior written approval by Agency. All work subcontracted shall be at Contractor's expense.
- 9.2 Contractor shall bind its subcontractors to the terms of this Contract, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Agency to terms inconsistent with, or at variance from, this Contract.
- 9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of Agency, 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.
- 9.4 Contractor shall furnish to Agency a list of all subcontractors, their addresses, their principal location of business, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE 10: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, 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 and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency 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.
- 10.3 All contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Section 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

ARTICLE 11: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.
- 11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, national origin, or disability.
- 11.3 The O.R.C. section 125.111, requires any Contractor doing business with the state of Ohio to maintain a written affirmative action program addressing employment practices. The law further requires that this plan be filed annually with the Department of Administrative Services, Equal Employment Opportunity Division.

- 11.4 Contractor and any subcontractor shall not engage in discriminatory employment practices. Contractor certifies that it and any subcontractor will comply with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices. Contractor and any subcontractor are encouraged to purchase goods and services from certified Minority Business Enterprise and Encouraging Diversity, Growth and Equity vendors.

ARTICLE 12: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 12.1 Agency shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Contract. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by Agency shall be subject to copyright by Contractor in the United States or any other country.
- 12.2 Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

ARTICLE 13: LIABILITY

- 13.1 Contractor agrees to indemnify and to hold Agency and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Contract which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Contract. 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.
- 13.2 Contractor shall bear all costs associated with defending Agency and the state of Ohio against any claims.
- 13.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 13.4 Contractor agrees, at its own cost, to procure and continue in force at all times during the term of the Contract, general liability insurance with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio and the Ohio Department of Rehabilitation and Correction as an Additional Insured. The policy shall also be endorsed to include a waiver of subrogation and provide the state with thirty (30) day written notice of cancellation or expiration or material change. It is agreed that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form.

The state reserves the right to approve all policy deductibles, levels of self-insured retention, captive insurance programs and may require the Contractor to have their policy (s) endorsed to reflect per project/per location general aggregate limits. Such insurance shall be written by a company authorized to conduct such business in the State of Ohio, with at least an A-"Excellent" rating from A.M. Best Company.

The requirement to procure general liability insurance may be reduced/waived/self-insured with the prior written consent of the Agency's Division of Legal Services since certain contractors have potentially less or no exposure in liability depending on the nature of their work under the Contract.

- 13.5 Contractor agrees, at its own cost, to maintain workers' compensation as required by Ohio law and in compliance with the Ohio Bureau of Workers' Compensation.

ARTICLE 14: COMPLIANCE WITH LAWS

Contractor, in the execution of duties and obligations under this Contract, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

ARTICLE 15: DRUG FREE WORKPLACE

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 permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

ARTICLE 16: CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies that all applicable parties listed in Division (I) (3) or (J) (3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of O.R.C. Section 3517.13.

ARTICLE 17: ENTIRE AGREEMENT/WAIVER

- 17.1 This Contract 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.
- 17.2 This Contract supersedes any and all previous agreements, whether written or oral, between the parties.
- 17.3 A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE 18: NOTICES

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 addresses first set forth above.

ARTICLE 19: HEADINGS

The headings in this Contract have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Contract.

ARTICLE 20: SEVERABILITY

The provisions of this Contract are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE 21: CONTROLLING LAW

This Contract 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 Contract and/or performance thereunder.

ARTICLE 22: ASSIGNMENT / DELEGATION

The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

ARTICLE 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 Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

ARTICLE 24: DEBARMENT

Contractor represents and warrants 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. If this representation and warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

ARTICLE 25: FORCE MAJEURE

If the Agency or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

ARTICLE 26: "SWEATSHOP-FREE" PURCHASING

Contractor certifies that all facilities used for the production of the goods or performances of services under this Contract are not sweatshops and are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all manufacturers, suppliers and/or subcontractors used by the Contractor in furnishing these goods or services.

If DAS receives a complaint alleging non-compliance with this "sweatshop-free" certification, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any sub-contractors or suppliers used by the Contractor in performance of the Contract. If allegations are proven to be 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. Consequences for violating this certification may include, but are not limited to, cancellation of the contract, a finding by the Agency that the Contractor is not a responsible bidder or a determination that the Contractor is ineligible to receive future contract bid awards. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

ARTICLE 27: EXECUTIVE ORDER REQUIREMENTS

The Contractor affirms to have read and understands Executive Order 2011-12K 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 provided as an attachment to this contract.

The Contractor also affirms, understands, and agrees to immediately notify the State 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.

ARTICLE 28: TERMINATION, SANCTION, DAMAGES

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. The State 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 the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State 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.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State 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.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 25% of the value of the Contract.

The State, 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, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State 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.

ARTICLE 29: EXECUTION

This Contract is not binding upon Agency unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers, as of the day and year first written above.

Signature of Contractor: <i>Lauren T. McBarney</i>	<i>DBF Winkler, Inc.</i>
Printed Name of Contractor: <i>Lauren T. McBarney</i>	Date of Signing: <i>April 26, 2013</i>

ATTESTATION: I hereby attest that there are sufficient funds available to cover the cost of this Contract:	
Fiscal Officer: <i>A. Shaffer</i>	Date: <i>6/6/13</i>
Warden/Program Manager/Department Head: <i>Jason Bunting</i>	Date: <i>6-6-13</i>

For purchases of services only, the following signatures are also required:

Program Administrator:	Date:
Legal Services: <i>Stephen Young</i>	Date: <i>6/12/13</i>
Deputy Director, Administration: <i>[Signature]</i>	Date: <i>6/12/13</i>
Director, Ohio Department of Rehabilitation and Correction: <i>[Signature]</i>	Date: <i>6/12/13</i>

Contract Addendum

Amendment Renewal

Institution: Marion Correctional Institution		Contract Number: 413-13-0929		
Vendor: WinWin, Inc		Addendum Number: 1		
Type of Service: LifeLine Reentry Community Center	Fund	ALI	DEPT	Program

Addendum Justification: *Must include dates of amended service and why needed, i.e. replacing or new position, expanded or new services, increased inmate population, service backlog.*

Note: All other contract terms of the original agreement remain in force.

Marion Correctional Institution is exercising the two-year renewal clause as provided in the original contract. The dates of services for the renewal option will begin July 1, 2013 through June 30, 2015.

Calculation (for the amount of change ONLY)

Dollar Rate	Service Units	Expenses	Total Dollars	FY

Contract Modification	Fiscal Year: 2014	Fiscal Year: 2015
Current Contract Value	\$102,900.00	\$102,900.00
Increase/(Decrease)		
Value of Contract after Modification	\$102,900.00	\$102,900.00

Contractor

Contractor Name: WinWin, Inc.		Tax ID No. OAKS No.: [REDACTED]	
Address: 4924-C Reed Road, Columbus, Ohio 43220 ⁴³²²⁰			
Contractor's Signature: <i>Lauren St. McDaniel</i>		Date: April 26, 2013	

Approvals - DRC Approval

Attestation: I hereby attest that there are sufficient funds available to cover the cost of this contract.

Signature: <i>A. Shaffer</i>	Title: BA3	Date: 6/6/13
Program Administrator Approval:		

Warden/Department Head: <i>Jason Bunting</i>	Date: 6-6-13	Legal Services: <i>Stephan Gray</i>	Date: 6/12/13
Deputy Director Administration: <i>Alan [Signature]</i>	Date: 6/6/13	Director DRC: <i>[Signature]</i>	Date: 6/6/13

Lifeline contractor

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From: "Shafer, Rebecca" <ODN/ODNSITE/RECIPIENTS/REBECCA.GOODING>
Sent: 4/9/2015 9:29:31 AM -0400
To: "Johnson, Barbara R" <Barbara.Johnson@odrc.state.oh.us>
Subject: Lifeline contractor

Barbara,

Our Lifeline Reentry Service coordinator has underwent some reorganization and management changes as of April 1, 2015. The service providers will remain the same, however the name will change. How should we proceed with their contract – could I do an amendment for the remaining quarter of FY 15 & then a renewal for FY 16? They have renewals left on the original contract. Please let me know,
Rebecca

From: "Shafer, Rebecca" <Rebecca.Shafer@odrc.state.oh.us>

Sent: 3/26/2015 4:27:58 PM +0000

To: Lauren T. McGarity <[REDACTED]>

CC: "Bunting, Jason" <Jason.Bunting@odrc.state.oh.us>

Subject: lifeline services

Lauren,

In response to your request to suspend services at MCI beyond April 1, 2015, we are not inclined to grant this request. While MCI was aware of proposed management changes in the Lifeline Reentry Service Center a number of months ago, no one from WinWin has engaged any representative of the institution in discussions about services and contractual obligations. Since MCI was left out of the conversation, the expectation was that whatever the decisions were regarding the future arrangements of the Lifeline Reentry Service Center, there would be no interruption in services to the MCI offenders.

An additional level of concern is that you are attempting to locate staff to run Lifeline programs. We are of the opinion that it would be very difficult to locate adequate personnel who would need to pass our background check process and be educated on the unique challenges of running programs inside of a prison. Both of those factors could be managed if there were someone who is currently associated with WinWin and is knowledgeable about the MCI Lifeline programs, however we are not aware of anyone who has this expertise or knowledge since it appears that all of the WinWin staff who were familiar with the training offered has resigned.

We acknowledge the fact that your staff left with little to no notice, however we have more than 800 offenders who utilize the Lifeline Reentry Service Center on a weekly basis who are now receiving no services. It is our opinion that you are asking for the institution to agree to a suspension of service for something that could have been avoided as this interruption was not due to an emergency situation. We are considering WinWin as not able to fulfill the terms of their contract if services do not resume by April 1st since you lack the staff and have no immediate resolution to this issue.

Exhibit 4

Page 2 of 2

We would encourage you to come to some peaceful settlement with all of the parties involved as quickly as possible so that classes and programs can resume and MCI Lifeline can return to the business of inspiring and educating our offender population.

Please note that an e-mail message, or a portion thereof, may be releasable as a public record in accordance with Chapter 149 of the Ohio Revised Code.

Please note that an e-mail message, or a portion thereof, may be releasable as a public record in accordance with Chapter 149 of the Ohio Revised Code.

**Message
Headers:**

From: "Bunting, Jason" <Jason.Bunting@odrc.state.oh.us>

Sent: 11/5/2014 12:34:28 PM +0000

To: "Shafer, Rebecca" <Rebecca.Shafer@odrc.state.oh.us>

Subject: Mentoring

See below from Jo Dee - I wasn't far off in my assessment...

Because I love you, I did not have the good sense to be irate that you would suggest that I find someone else to provide mentor training. I clearly am the best person to do it. For the 40 hours of workshop that you would pay me, you would get the rest of my life working with the mentors.

Because of that "double-dipping" clause that applies to state workers, you would hire someone who knows nothing about prison and who would give you the 40 hours and leave.... or charge you to continue? I'm not sure that double dipping thing even applies as Rebecca uses it. Certainly there are other CONTRACTORS for ODRC that have more than one contract. Carlos Christian for one. Now maybe he is hired through 2 different agencies, but the result is the same. He does that Fathers Matter program through United Way (or whatever) and he does his own program Inside Out. I'll bet there are two contracts... or how is that done otherwise?

Think about these.

1. i do not get paid anything now. I am a volunteer. You have a contract with WinWin, not with me. Maybe I make a personal contract with you not under WinWin. Maybe you hire me through another agency... Math Everywhere, for example. They had a contract with ODRC in the past, but not any more.
2. Maybe it is even legal to pay WinWin for work that is not in the contract. Mentor training is not covered by the contract. Other than the technicalities that R loves so much, what is the sense of not hiring a trusted and known contractor to provide additional services? I'll bet that is done somewhere in the state... legally.
3. Maybe you amend the contract to include mentor training?
4. Maybe you fund a pilot with appropriate assessments and measurements, and then we cooperate to find funding to establish a mentoring program that would do regular training and supervision and that would be ongoing not a one time thing.

Any how. I am not recommending anyone else. Go online and find someone... or Rebecca can.

Or you can have the random unsupervised "mentoring" continue. **I think it is more unethical** to have that going on with the results that we know exist than to find a way to hire an experienced trainer that you happen to know.

Exhibit 5

Page 2 of 2

If you can figure out how to do training with me (individually, or through WinWin or Math Everywhere), the ongoing work with mentors might be done under the RARE contract, maybe helping to justify an increase when contract is up in June?

Every authentic, best-practice mentoring program includes serious training, ongoing support and supervision.

just saying'
Jo Dee

Please note that an e mail message, or a portion thereof, may be releasable as a public record in accordance with Chapter 149 of the Ohio Revised Code.

Please note that an e mail message, or a portion thereof, may be releasable as a public record in accordance with Chapter 149 of the Ohio Revised Code.

**Message
Headers:**

Rē: lifeline services - Shafer, Rebecca

Page 1 of 2

Re: lifeline services

Lauren T. McGarity <[REDACTED]>

Tue 3/31/2015 6:56 AM

To: Shafer, Rebecca <Rebecca.Shafer@odrc.state.oh.us>;

Cc: Bunting, Jason <Jason.Bunting@odrc.state.oh.us>;

Rebecca,

Thank you for your email. It is unfortunate that Jo Dee has created a new startup that has resulted in the disruption of WinWin's services to ODRC/Marion. To clarify, WinWin did not engage with MCI about proposed management changes because WinWin was not supportive of any changes and we had every intent of satisfying performance of our contract using our employees. Our past employees' abrupt decision to quit work without notice put us in a difficult position of trying to replace them with little time and great effort. We were able to identify new staff of former ODRC employees and restored citizens that we believe would have been able to fully perform our contract responsibilities.

However, we also recognized that our past employees' actions created a significant disruption and negatively impacted our business relationship and the environment for our program participants. Accordingly, at this juncture, this will serve as notice that WinWin mutually agrees with MCI that our contract will terminate on the effective date of April 1.

We have offered to sell all of our corrections-work interests to Healing Broken Circles, Jo Dee's new organization, including our intellectual property and copy written materials. To this point we have not received a reasonable offer from Healing Broken Circles for our property. We appreciate your encouragement toward a peaceful settlement.

WinWin's Board of Directors and I offer our sincerest apologies for this great inconvenience. Please let me know with whom I should coordinate going forward with regard to the winding up affairs with MCI, including entering the institution to inventory our property so as to make a proper donation to MCI of some and retrieve that which is proprietary to WinWin.

Thank you for allowing WinWin to inspire and educate your offender population for more than a decade.

Lauren T. McGarity
Executive Director
WinWin, Inc.

Quick Question

Page 1 of 1

From: "Bradley, Nena" <Nena.Bradley@odrc.state.oh.us>
Sent: 4/29/2015 12:55:51 PM -0400
To: "Shafer, Rebecca" <Rebecca.Shafer@odrc.state.oh.us>
CC: "Cooks, Yolanda" <Yolanda.Cooks@odrc.state.oh.us>
Subject: Quick Question

Good afternoon!

I'm working on a Controlling Board request for Healing Broken Circles. According to Yolanda this vendor was formerly Win-Win.

I looked up Healing Broken Circles in OAKS and don't see a vendor ID number....do you have it?

Also, since the original contract is under Win-Win, did the vendor change their name? And if so, do you know when and why? I'll need to pull everything together and try to make sense of it all.

Thanks in advance....have a good one!

Please note that an e-mail message, or a portion thereof, may be releasable as a public record in accordance with Chapter 149 of the Ohio Revised Code.

Message Headers:

FOR OFFICE USE ONLY:

Contract No. <i>4/13-16-2/55</i>	Fund	ALI
Dept.	Program	OAKS Vendor ID No.

**Purchase
Contract
Between the
Ohio Department of Rehabilitation and Correction
Marion Correctional Institute**

**And
Najmuddeen Salaam**

THIS CONTRACT is made and entered into effective 1st day of August, 2015 by and between the Ohio Department of Rehabilitation and Correction, Marion Correctional Institute (hereinafter collectively referred to as "Agency"), located at 940 Marion Williamsport Road East Marion, OH 43302 and Najmuddeen Salaam (hereinafter referred to as "Contractor"), located at 193 Bain Avenue Marion, OH 43302 (hereinafter referred to as "Contract").

WHEREAS, Agency desires to engage Contractor to PNN Operation Manager

WHEREAS, pursuant to Section 5120.09 of the Ohio Revised Code, Agency may enter into agreements with contractors to effectuate the purposes for which Agency was created;

WHEREAS, Contractor desires to provide such services and/or such goods in accordance with the terms and conditions prescribed by Agency; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1: NATURE OF CONTRACT

1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Contract. It is specifically understood that the nature of the services and/or goods to be rendered under this Contract are of such a personal nature that Agency is the sole judge of the adequacy of such services and/or goods. Agency thus reserves the right to cancel this Contract should Agency at any time be dissatisfied with Contractor's performance of its duties under this Contract.

- 1.2 Agency enters into this Contract 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.
- 1.3 Contractor shall provide services and/or goods and Agency shall not hire, supervise, or pay any assistants to Contractor in its performance under this Contract. Agency shall not be required to provide any training to Contractor to enable it to provide services and/or goods required hereunder.
- 1.4 In the event of a cancellation by Agency, Contractor shall be reimbursed in accordance with Article 6, Termination of Contractor's Services and/or Goods. All provisions of this Contract relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.
- 1.5 Agency may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Contract. Upon such notice and within ten (10) days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to Agency'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 Contract. 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. Agency retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Contract. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of Agency or the State of Ohio.

ARTICLE 2: SCOPE OF SERVICES AND/OR GOODS

- 2.1 If the purchase was not solicited, the Contractor shall provide the following scope of services and/or goods:
N/A

(If additional space is needed, then attach an additional page headed "Continuation of 2.1" which is attached hereto and incorporated herein.)

If solicited, the solicitation (number DRC-16-2155) documents, which describe the goods and/or services to be provided and the payment terms which are attached hereto and incorporated herein.

- 2.2 The Contractor's Agency contact person for this Contract is Rebecca Shafer who is responsible for overseeing compliance of the terms and conditions of this Contract and must verify and account for expenditures of state funds resulting from Contractor's provision of services and/or goods.
- 2.3 Contractor shall not discuss or disclose with any non-party any information or material obtained pursuant to its obligations under this Contract without the prior written consent of Agency.
- 2.4 Due to institutional security requirements, available hours to provide services and/or goods may be limited by inmate availability. In that event, the Contractor and Agency will negotiate a mutually agreeable schedule to provide services and/or goods.

ARTICLE 3: TIME OF PERFORMANCE

- 3.1 This Contract shall remain in effect until the work described in Article 2, Scope of Services and/or Goods, is completed to the satisfaction of Agency and until Contractor is paid in accordance with Article 4, Compensation, or until terminated as provided in Article 6, Termination of Contractor's Services and/or Goods, whichever is sooner.
- 3.2 As the current General Assembly cannot commit a future General Assembly to expenditure, this Contract shall expire on 06/30/2017.

Prior to expiration of the original term or any renewed term, Agency may renew this Contract on the same terms and conditions by giving notice as set forth in Article 18 of this Contract. Such renewal shall begin upon the expiration of the original term or any renewed term, as applicable, and expire as set forth in an Amendment to this Contract.

- 3.3 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 Contract would be contrary to the terms of Ohio Revised Code ("O.R.C.") Section 3517.13 (campaign contribution), O.R.C. Section 127.16 (controlling board), or O.R.C. Chapter 102 (public officers – ethics).

ARTICLE 4: COMPENSATION

- 4.1 Agency shall pay Contractor for services and/or goods rendered a total amount of \$ 20000.
- 4.2 The total amount due was computed according to the following payment schedule:
See Attached Solicitation Documents.

- 4.3 Contractor shall submit an invoice for the compensation incurred consistent with Section 4.2 above, and each invoice shall contain a description of the services and/or goods provided and total amount due. Upon receipt and approval of the invoice by Agency, a voucher for payment shall be processed.
- 4.4 Invoice Requirements. The Contractor must submit an original invoice with three (3) copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:
The purchase order number authorizing the delivery of goods or services. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the goods and services. If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.
- 4.5 Payment Due Date. Payments under this Contract will be due on the 30th calendar day after the later of the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract.
- 4.6.2 The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section 126.30.
- 4.7 Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval and in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code. It is understood that Section (G) of Rule 126-1-02 does not apply.

ARTICLE 5: CERTIFICATION OF FUNDS

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Contract shall be binding on either party until all relevant statutory provisions of the O.R.C., 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 Agency gives Contractor written notice that such funds have been made available to Agency by Agency's funding source.

ARTICLE 6: TERMINATION OF CONTRACTOR'S SERVICES AND/OR GOODS

- 6.1 Agency may, at any time prior to the completion of services and/or delivery of all goods by Contractor under this Contract suspend or terminate this Contract with or without cause by giving written notice to Contractor.
- 6.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.

- 6.3 Contractor shall be paid for services and/or goods provided up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services and/or goods provided and hours worked. In the event of suspension or termination, any payments made by Agency for which Contractor has not provided services and/or goods shall be refunded.
- 6.4 In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services and/or goods under this Contract. All such materials shall become and remain the properties of Agency, to be used in such manner and for such purpose as Agency may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.
- 6.6 Contractor may terminate this Contract upon 90 days prior written notice to Agency.
- 6.7 The Contractor and Agency may terminate this Contract upon mutual written agreement, within a mutually agreeable time period.
- 6.8 A Contractor who breaches this Contract or fails to perform on this Contract may be precluded from being awarded any subsequent contract for the same or similar services and/or goods for up to two (2) years after the termination of this Contract, for cause, by Agency.

ARTICLE 7: RELATIONSHIP OF PARTIES

- 7.1 Agency and Contractor agree that, during the term of this Contract, Contractor shall be engaged by Agency solely on an independent contractor basis, and Contractor shall therefore be responsible for all 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.
- 7.2 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the work hereunder.
- 7.3 While Contractor shall be required to provide services and/or goods described hereunder for Agency during the term of this Contract, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that Agency shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's provision of services and/or goods hereunder.
- 7.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

- 7.5 License number N/A. The Contractor will maintain any professional licensing required to fulfill the Contract.
- 7.6 The Contractor recognizes the security requirements for entering Agency's facilities and acknowledges receipt of the "Standards of Conduct for Contractor" (DRC 4376). The Contractor agrees to comply with these standards and with safety rules and procedures. Due to institutional security requirements, the Agency staff may require the Contractor to document when the Contractor or any subcontractor is on state property.
- 7.7 The Contractor understands and agrees that Agency expressly reserves the right to conduct a background investigation on the Contractor, subcontractor, assistants and any employee required to provide services and or goods. An unacceptable background history may, at Agency's discretion, be grounds to terminate the Contract or reject any unacceptable subcontractors or other individuals providing services and/or goods under the Contract.
- 7.8 Any misrepresentation or omission of a material fact concerning the Contractor's qualifications and fitness to provide services and/or goods under this Contract may be grounds for termination, as may be determined within the discretion of the Agency.

ARTICLE 8: RECORD KEEPING

During performance of this Contract and for a period of three years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Contract and shall make such records available to Agency as Agency may reasonably require.

ARTICLE 9: RELATED AGREEMENTS

- 9.1 The work contemplated in this Contract is to be performed by Contractor, who may subcontract without Agency's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services and/or goods described in Article 2, Scope of Services and/or Goods, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts without prior written approval by Agency. All work subcontracted shall be at Contractor's expense.
- 9.2 Contractor shall bind its subcontractors to the terms of this Contract, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Agency to terms inconsistent with, or at variance from, this Contract.
- 9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of Agency, 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.
- 9.4 Contractor shall furnish to Agency a list of all subcontractors, their addresses, their principal location of business, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE 10: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, 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 and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency 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.
- 10.3 All contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Section 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

ARTICLE 11: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.
- 11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, national origin, or disability.
- 11.3 The O.R.C. section 125.111, requires any Contractor doing business with the state of Ohio to maintain a written affirmative action program addressing employment practices. The law further requires that this plan be filed annually with the Department of Administrative Services, Equal Employment Opportunity Division.

- 11.4 Contractor and any subcontractor shall not engage in discriminatory employment practices. Contractor certifies that it and any subcontractor will comply with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices. Contractor and any subcontractor are encouraged to purchase goods and services from certified Minority Business Enterprise and Encouraging Diversity, Growth and Equity vendors.

ARTICLE 12: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 12.1 Agency shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Contract. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by Agency shall be subject to copyright by Contractor in the United States or any other country.
- 12.2 Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

ARTICLE 13: LIABILITY

- 13.1 Contractor agrees to indemnify and to hold Agency and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Contract which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Contract. 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.
- 13.2 Contractor shall bear all costs associated with defending Agency and the state of Ohio against any claims.
- 13.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 13.4 Contractor agrees, at its own cost, to procure and continue in force at all times during the term of the Contract, general liability insurance with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio and the Ohio Department of Rehabilitation and Correction as an Additional Insured. The policy shall also be endorsed to include a waiver of subrogation and provide the state with thirty (30) day written notice of cancellation or expiration or material change. It is agreed that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form.

The state reserves the right to approve all policy deductibles, levels of self-insured retention, captive insurance programs and may require the Contractor to have their policy (s) endorsed to reflect per project/per location general aggregate limits. Such insurance shall be written by a company authorized to conduct such business in the State of Ohio, with at least an A-"Excellent" rating from A.M. best Company.

The requirement to procure general liability insurance may be reduced/waived/self-insured with the prior written consent of the Agency's Division of Legal Services since certain contractors have potentially less or no exposure in liability depending on the nature of their work under the Contract.

- 13.5 Contractor agrees, at its own cost, to maintain workers' compensation as required by Ohio law and in compliance with the Ohio Bureau of Workers' Compensation.

ARTICLE 14: COMPLIANCE WITH LAWS

Contractor, in the execution of duties and obligations under this Contract, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

ARTICLE 15: DRUG FREE WORKPLACE

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 permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

ARTICLE 16: CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies that all applicable parties listed in Division (I) (3) or (J) (3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of O.R.C. Section 3517.13.

ARTICLE 17: ENTIRE AGREEMENT/WAIVER

- 17.1 This Contract 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.
- 17.2 This Contract supersedes any and all previous agreements, whether written or oral, between the parties.
- 17.3 A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE 18: NOTICES

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 addresses first set forth above.

ARTICLE 19: HEADINGS

The headings in this Contract have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Contract.

ARTICLE 20: SEVERABILITY

The provisions of this Contract are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE 21: CONTROLLING LAW

This Contract 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 Contract and/or performance thereunder.

ARTICLE 22: ASSIGNMENT / DELEGATION

The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

ARTICLE 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 Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

ARTICLE 24: DEBARMENT

Contractor represents and warrants 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. If this representation and warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

ARTICLE 25: FORCE MAJEURE

If the Agency or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term “force majeure” means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

ARTICLE 26: "SWEATSHOP-FREE" PURCHASING

Contractor certifies that all facilities used for the production of the goods or performances of services under this Contract are not sweatshops and are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all manufacturers, suppliers and/or subcontractors used by the Contractor in furnishing these goods or services.

If DAS receives a complaint alleging non-compliance with this "sweatshop-free" certification, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any sub-contractors or suppliers used by the Contractor in performance of the Contract. If allegations are proven to be 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. Consequences for violating this certification may include, but are not limited to, cancellation of the contract, a finding by the Agency that the Contractor is not a responsible bidder or a determination that the Contractor is ineligible to receive future contract bid awards. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

ARTICLE 27: EXECUTIVE ORDER REQUIREMENTS

The Contractor affirms to have read and understands Executive Order 2011-12K 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 provided as an attachment to this contract.

The Contractor also affirms, understands, and agrees to immediately notify the State 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.

ARTICLE 28: TERMINATION, SANCTION, DAMAGES

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. The State 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 the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State 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.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State 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.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 25% of the value of the Contract.

The State, 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, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State 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.

ARTICLE 29: EXECUTION

This Contract is not binding upon Agency unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers, as of the day and year first written above.

Signature of Contractor: <i>Naymuddeen Salaam</i>	
Printed Name of Contractor: <i>Naymuddeen Salaam</i>	Date of Signing: <i>08-1-15</i>

ATTESTATION: I hereby attest that there are sufficient funds available to cover the cost of this Contract: <i>MSH 8/5/15</i>	
Fiscal Officer:	Date:
Warden/Program Manager/Department Head: <i>[Signature]</i>	Date: <i>08/05/2015</i>

For purchases of services only, the following signatures are also required:

Program Administrator:	Date:
Legal Services: <i>[Signature]</i>	Date: <i>8/7/15</i>
Deputy Director, Administration: <i>[Signature]</i>	Date: <i>8/7/15</i>
Director, Ohio Department of Rehabilitation and Correction: <i>[Signature]</i>	Date: <i>8/7/15</i>



JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

WHEREAS, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

WHEREAS, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

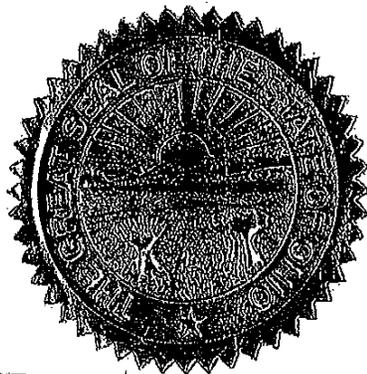
WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

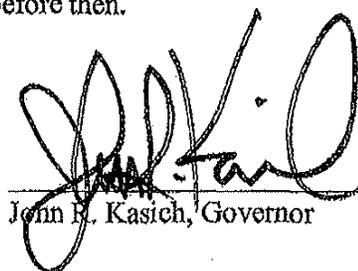
NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:
 - a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
 - i. Reflect this Order's prohibition on the purchase of offshore services.

- ii. Require service providers or prospective service providers to:
 1. Affirm that they understand and will abide by the requirements of this Order.
 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.
 - b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
 - c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.
 - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities;
or
 - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.
5. Executive Order 2010-09S is hereby rescinded.

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.





John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

Prison News Network (PNN) Operations Management Services
“DRCP - 413-25-2067 Prison News Network
Operations Management Services”

Proposer: Najmuddeen Salaam

Submitted to:

Ohio Department of Rehabilitation and
Correction/ Operation Support Center
ATTN: Yolanda Cooks, Contract Analyst
770 West Broad Street, Columbus OH 43222

Date: June 14, 2015

Date Submitted by hand delivery: June 15, 2015

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PRISON NEWS NETWORK (PNN) OPERATIONS MANAGEMENT SERVICES

Attachment One: Proposer Profile Summary

Proposer: Najmuddeen Salaam

Company: Healing Broken Circles, Inc.	Contact: Jo Dee Davis, Executive Director	
Address: 8380-C Freedom Crossing Road Columbus, Ohio 43235	Mobile: [REDACTED]	
Project Name: LifeLine Coordinator, Program Manager, and Community Development Director.	Office: 740-751-6627	
	Email: [REDACTED]	
	Beginning Date of Project: 9/2013	Ending Date of Project: Present
<p>Description of related services provided: Program Management, community development, , human resource management, public speaking, leadership and personnel development, grant research, fund development and proposal writing. Project and Task Management: email communications with volunteers, staff and guest, employee relations, mediation and conflict resolution between staff and offenders, engage community stakeholders and potential donors, coordinate donation gift collection, gate pass management and logistics, oversee program delivery, event planning, manage social media, website development and website update and maintenance, Intern recruitment and management, Managed Generation Why? Strategic presentations with colleges and universities i.e. Ithaca College, Cornell University, The Ohio State University, Antioch College and Harvard School of Law.</p>		

Company: Ohio University	Contact: Dr. Haley Duschinski, Associate Professor of Sociology and Anthropology and Director of The Center for Law, Justice and Culture	
Address: Bentley Hall 001B Ohio University Athens, OH 45701	Mobile Number: [REDACTED]	
Project Name: TEDxMarionCorrectional Intern Program	Office: 740-593-0835	
	Email: duschins@ohio.edu	
	Beginning Date of Project: February 2015	Ending Date of Project: Present
<p>Description of related services provided: As Community Development Director for Healing Broken Circles, Inc. (HBC) collaborated with Ohio University faculty and The Center for Law, Justice and Culture, Director Haley Duschinski and The Students for Law Justice and Culture, managed TEDxMarionCorrectional Intern Program (Ohio University Interns Madeline Rettig (mr070612@ohio.edu) and Jessica Roth (jr759813@ohio.edu)</p> <p>Project and Intern Task Management: Coordinated and developed TEDxMarionCorrectional and efforts to impact offenders of MCI and the local and national academic community. Coordinated weekly/bi-weekly working visits to Marion Correctional Institution including the formation of gate passes, providing volunteer and intern packets to interns, coordinate efforts and directed interns to training officer(s) who provided PREA training compliance, managed email communications between stakeholders. The proposer assisted interns with onsite program development by facilitating and supervising meetings with interns, TEDx participants; engaging in brainstorming sessions; contributing to the program development process; and supporting outreach efforts, provide a transformative experience for interns and program participants. The proposer helped with Intern training and guided intern engagement with local and national stakeholders including: coordinating email communication about the TEDx program, update and manage social media, manage and design Eventbrite registration. The following foundation will enable the proposer to increase service delivery and the growth of PNN.</p>		

Company: Charlotte Street Films		Contact: David Kuhn	
Address: 145 Avenue of the Americas New York, NY 10013		Mobile Number: [REDACTED] Office: (212) 352-3060	
		Email: [REDACTED]	
Project Name: The House I Live In Simultaneous viewing. The Marion Palace Theatre		Beginning Date of Project: February/2014	Ending Date of Project: April 21, 2015
Description of related services provided: managed email communications, sent updates and announcements to The Marion Palace Theatre, 6 prisons, the male and female wing of a community based correctional facility and one university, established project contact person, provided tech assistance and moderated a 10 venue/participant Skype from The Marion Palace Theatre between: Marion Correctional Institution, The Ohio Reformatory for Women, Lorain Correctional Institution, Dayton Correctional Institution, West Central Community Based Correctional Facility (male and female wing), Richland Correctional Institution, , and Ohio University. Moderated Q&A after with Director Eugene Jarecki and the 10 participating venues after all participating venues watched The House I Live In documentary.			

Note that in providing this information, the Proposer approves the DRC to call and discuss the work with the companies listed about the work the Proposer performed for the companies.

**PRISON NEWS NETWORK (PNN) OPERATIONS MANAGEMENT SERVICES
Attachment Two: Completed and Signed Declaration Statements**

Failure to complete, and return with the Proposal, this declaration attachment may deem your Proposal nonresponsive.

A. Statement Of Compliance

The Proposer will provide services that comply with all federal and Ohio laws, rules of the Ohio Administrative Code, ODRC security policies, Standard Operating Procedures and Protocols of the ODRC Management Audit Standards and ACA Standards pertaining to the operations management services specified in this RFP as those laws, rules and policies, and standards are currently enacted and promulgated and as they may subsequently be amended and adopted.

B. Location Of Services/Off-Shore/I-9 Certification

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES:

List names of subcontractors who will be performing work under the Contract and locations where work will be performed or data will be stored:

Not applicable. The proposer will fulfill all responsibilities and obligations.

The Proposer agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of ODRC. Any attempt by the Proposer/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of ODRC, will be deemed as a default. If a default should occur, ODRC will seek all legal remedies as set forth in the Terms and Conditions, which may include IMMEDIATE cancellation of the Contract.

Proposer affirms it shall not allow others to perform work or take data outside the United States without express authorization from the ODRC Project Representative.

Proposer affirms that all personnel provided for the contract, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents, and maintain records of such; and, also affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

Proposer agrees that it (and any sub-contractors provided for performance of the contract) is a separate and independent enterprise from the State of Ohio and the ODRC; and, that the Contract does not constitute any joint employment relationship between the Proposer, and its representatives and the ODRC, including obligation for any lawful taxes, deductions or contributions, federal, state or local.

**PRISON NEWS NETWORK (PNN) OPERATIONS MANAGEMENT SERVICES
Attachment Two: Declaration Statements (Continued)**

C. Contract Performance

The Proposer must respond to the following information for the past two (2) years. Please indicate yes or no in each column. If the answer to any item is yes, the Proposer must provide complete details about the matter on a separate page.

Yes or No?	Description
No	The Proposer has had a contract terminated for default or cause. If so, the Proposer must submit full details, including the other party's name, address, and telephone number.
No	The Proposer has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Proposer must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
No	The Proposer was the subject of any governmental action limiting the right of the Proposer to do business with that entity or any other governmental entity.
No	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
No	The Proposer, any officer of the Proposer, or any owner of a twenty percent (20%) interest or greater in the Proposal has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
No	The Proposer, any officer of the Proposer, or any owner with a twenty percent (20%) interest or greater in the Proposal has been convicted of a felony or is currently under indictment on any felony charge.

D. Conflict Of Interest

The Proposer must include a statement indicating whether the Proposer, or any people that may deliver the services through the Proposer, have any possible conflict of interest, direct or indirect which is incompatible with the fulfillment of these services.

Conflict of Interest and Ethics Compliance, as it relates to award of this RFP, see Attachment Four-Service Contract, Article 10.

Provide statement regarding any potential Conflict of Interest:

The proposer is not aware of nor foresees any conflict of interest.

While a yes answer to any of the items in the Contract Performance checklist or, inclusion of a statement of possible Conflict of Interest, will not automatically disqualify a proposal from consideration, such an answer or statement and a review of the background details may result in a rejection of the Proposer's proposal, at the sole discretion of the evaluation team. The Evaluation Team will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Proposer's performance on the project, and the best interests of the State.

Prison News Network (PNN) Operations Management Services

E. Purchase Contract Compliance

Proposer acknowledges to having read, understood, and agrees to the Purchase/Service Contract as set forth in Attachment Four. Proposer is able to contractually comply with all the terms and conditions as set forth in that Purchase/Service Contract. If there are any such terms and conditions which Proposer is unable to contractually comply, the Proposer must provide a detailed statement (attached to Attachment Four) as to the reason(s) such term(s) and condition(s) cannot be met.

I attest that I am a representative of the organization listed in this proposal; I have read and understand the Terms and Conditions of this RFP. I have authority to bind the Proposer to provide the services indicated in this RFP for the time period specified above, and at the cost listed in this proposal.

Printed Name: Najmuddeen Salaam

Signature: Najmuddeen Salaam

Title: Self

Organization: Self

Vendor/Tax ID Number: [REDACTED]

Address: 193 Bain Ave.

Email Address: [REDACTED]

City, State, Zip Code: Marion, OH 43302

Date: June 14, 2015

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Prison News Network (PNN) Operations Management Services

Attachment Three: Cost Proposal

My proposed firm fixed cost for all of the services included in this RFP (total cost) for the time periods of July 1, 2015 through June 30, 2017; and July 1, 2017 through July 30, 2019, and July 1, 2020 through June 30, 2021 are as follows:

Deliverable listed	Cost of Deliverable July 1, 2016 through June 30, 2017 (not to exceed \$20,000 per year.)	Proof of Deliverable
<p>Maintain 1040 productive operating hours not to exceed 20 hours per week, while ensuring the appropriate output (products) are produced in a timely manner for ODRC PNN clients.</p> <p>Provide timely written annual job performance evaluations for program aides that are acceptable to ODRC Management.</p>	<p>\$ /hour <u>19.23</u></p>	<p>Check in information on Institution visitor log.</p> <p>Clients approve of products or changes are made in a timely manner and then accepted by the clients.</p> <p>Job Performance Evaluations turned in on time.</p>

Deliverable listed	Cost of Deliverable July 1, 2017 through June 30, 2019 (not to exceed \$20,000 per year.)	Proof of Deliverable
<p>Maintain 1040 productive operating hours not to exceed 20 hours per week, while ensuring the appropriate output (products) are produced in a timely manner for ODRC PNN clients.</p> <p>Provide timely written annual job performance evaluations for program aides that are acceptable to ODRC Management.</p>	<p>\$ /hour <u>19.23</u></p>	<p>Check in information on Institution visitor log.</p> <p>Clients approve of products or changes are made in a timely manner and then accepted by the clients.</p> <p>Job Performance Evaluations turned in on time.</p>

MORE NEXT PAGE

**Prison News Network (PNN) Operations Management Services
Attachment Three: Cost Proposal (Continued)**

Deliverable listed	Cost of Deliverable July 1, 2019 through June 30, 2021 (not to exceed \$20,000 per year.)	Proof of Deliverable
<p>Maintain 1040 productive operating hours not to exceed 20 hours per week, while ensuring the appropriate output (products) are produced in a timely manner for ODRC PNN clients.</p>	<p>\$ /hour <u>19.23</u></p>	<p>Check in information on Institution visitor log.</p>
<p>Provide timely written annual job performance evaluations for program aides that are acceptable to ODRC Management.</p>		<p>Clients approve of products or changes are made in a timely manner and then accepted by the clients.</p> <p>Job Performance Evaluations turned in on time.</p>

I attest that I am a representative of the organization listed in this proposal; I have read and understand the Terms and Conditions of this RFP. I have authority to bind the Proposer to provide the services indicated in this RFP for the time period specified above, and at the cost listed above.

Printed Name: Najmuddeen Salaam

Signature: *Najmuddeen Salaam*

Title: Self

Organization: Self

Vendor/Tax ID Number: [REDACTED]

Address: 193 Bain Ave, Marion OH 43302

Email Address: [REDACTED]

City, State, Zip Code: Marion, OH 43302

Date: June 14, 2015

Operations Management Methodology

The proposer will meet the needs of DRC for delivering services by careful and strategic implementation of the following strategies and procedures:

Coverage (Weather, Illness, Vacation, Offsite Work)

The proposer lives 10 minutes away from MCI and does not foresee bad weather as an impediment to being able to report to MCI and provide operations management services. In the case of bad weather, illness and or vacation the proposer will:

- Notify ODRC designee and Marion Correctional Institution staff of offsite working.
- Work additional hours on the weekend to check on project status, meet a deadline and or accommodate a client when deemed necessary.

Reporting to DRC Contract Monitor

The proposer will submit quarterly reports, which will list projects that have been completed. Copy DRC Contract Monitor on relevant email communications and encourage oversight and feedback to enhance performance and product delivery. Provide details as to offender personal enrichment and development. Submit purchase request and rationale. Request, per DRC Contract Monitor availability, biweekly meetings.

Asset and Resource Assessment

- Identify and establish an ODRC contact for questions, inquiries, job and process clarification (s).
- Identify specific MCI and OPI staff support contact.
- Set a staff meeting with offenders for introductions and ask what their needs are.
- Identify resources available to and utilized by PNN i.e. hardware, software, pricing catalog, offender computer inventories, human resources and affiliations.
- Compile a list of offender workers and the services they provide.
- Conduct a S.W.O.T Analysis.

Managing Offenders and Worker Accountability

- Establish a report to work time.
- Write out clear project details and request and ask the offender to restate their understanding in regards to the project or task.
- Ask offenders to keep a project list that they can readily generate when asked.
- Establish morning and afternoon 5-10 minute team meetings to share daily happenings. (i.e. project completion(s), possible delays, issues, needs, visitors coming.)

Offender Training & Leadership Development

- Trainings will be strategic and focused on having the theme of a shared vision of organizational behavior and practices. This will be achieved by:
- Institute quarterly trainings and daily exemplifying of prosocial behaviors, effective communication, active listening, critical thinking and problem solving.
- Encourage personal development and provide information on industry standards and needed competencies once released.
- Ask for a Self-Assessment and discuss offender perceived strengths and weaknesses.
- Institute team-building activities.
- Training on SMART goals and personal goal setting.
- Begin building a shared vision and articulate the future PNN direction.
- Provide specific training on systems thinking, team learning, shared vision, mental models, and personal mastery.

Smith (2001) refers to Peter Senge's leadership models of Leader as steward and Leader as designer: Both of these leadership styles resonate with the proposer. The Leader as designer is a style of a leader who helps to design the learning organization's governing ideas i.e. their purpose, vision and core values. These core components are guides to organizational culture. A Designing Leader builds a shared vision early on, coupled with systemic thinking, cohesion, and team synergy. Being on the same page from the beginning is a worthy conversation and critical process to undertake if there is to be any semblance of organizational efficiency.

Administrative Functions

- Functions will be carried out by learning from and consultation with MCI business office and administration.
- Customer feedback will be retained by asking for the completion of a PNN quality of service questionnaire after services are rendered. (i.e. level of professionalism during project observed by offenders and supervisor, timely communication response, quality of product delivery and design,)
- Offenders will receive quarterly evaluations and asked to set personal long and short term goals.

Budget Management

- Payroll will be tracked and monitored by record keeping and communication with DRC Contract Monitor and or ODRC/MCI designee.
- Previous budgets and forecast will be evaluated to establish previous needs, technological maintenance and peek service times. (i.e. annual conferences, workshops, retreats.)
- Office supplies, hardware, software and needed items will only be ordered after establishing a definite need and after prioritizing immediate needs.

ODRC Staff Project Management

- Keep detailed record keeping. (staff name, best number, email address)
- Be vigilant of time and file management, efficient and timely email responses.
- Provide ODRC staff with electronic and hard copy project request/description form and project updates.
- Secure an area within PNN where ODRC staff contact and sensitive project information can be confidently secured and retrieved.
- Ask for project feedback from ODRC staff and if quality has met or exceeded their expectations.

Community Stakeholders and Affiliates

First step is to market to nonprofits and for-profit service providers and make them aware of PNN product offerings. Send digital catalogues with prices and work examples. To build a solid customer base the proposer will stress while marketing and interacting with clients that they will receive the same or superior quality of work at an economical price. Strategic emails and communications will be sent to the reentry and faith based communities, colleges and universities, state and governmental agencies. A customer base will be strategically built and acquired initially by strategic presentations, email communications, regular mail and personal deliverance of product examples to potential clients and or donors.

Potential Problem Area Solutions

In good faith the proposer will speak with clients who have received services that they deemed of poor quality and or with misprints. After consultation with DRC Contract Monitor and or a designee the proposer would then negotiate and communicate with the customer in regards to how to rectify the product delivered within 10 days of receiving a dissatisfied communication. In relation to the proposer, full compliance with any communication of problematic service delivery would be readily accepted and action taken to increase quality would be immediately taken as advised or instructed.

Experience and Past Performance

The proposer has a bachelor's degree in Management and Leadership and graduated Summa Cum Laude from Capella University, and online university, and has the needed technological competencies and time management skills to provide operations management services. Starting July 13, 2015 the proposer will be in his last quarter and completing a Master's in General Studies in Human Behavior. The proposer has gained skills and competencies through this master's program to coach and influence organizational behavior and efficiency and will utilize these skills to influence, guide and supervise offender workers of PNN. The proposer was a volunteer at MCI for over 3 years and has worked in corrections for the past two years at MCI as a LifeLine Coordinator and has 18 years of experience with the justice system as a facilitator, program manager, Spanish administrator, mentor, and program developer. The proposer is experienced in strategic networking and knows the value of building social capital. These qualities have enabled the proposer to nurture relationships and present at various venues not limited to, but including: Ithaca College, The Ohio State University, Cornell University, Antioch College and Harvard School of Law. The proposer has experience with managing large projects, individuals and logistics.

Bio

Najmuddeen Salaam
Healing Broken Circles, Inc.

cell: [REDACTED]

Career Objective

Community and organizational development, problem solve, provide solutions, strengthen business and personal relationships while using new logic and technology approaches to achieve strategic goals.

Current Employment

Healing Broken Circles, Inc. (HBC) provides programming in the LifeLine Reentry Community Center at Marion Correctional. Started August 2013 as Program Manager developing, presenting and supervising programming. Supervising 14 program aide/inmate workers, managing a 60 seat computer lab, mentoring and supporting participants in all HBC programming (over 350,00 program hours in 2012) including foreign language, communication and conflict management, mentoring for young offenders, philosophy, wellness, as well as beginning and advanced computing including Java, digital arts, and Microsoft Office Specialist certification.

December 27, 2013 began working outside of Marion Correctional Institution leading outside HBC organizational and community development, promotion to Community Development Director. Responsibilities: email management and communications. Setting strategic goals, establishing community partners, leadership development with offenders of The LifeLine Reentry Community center M.C.I and H.O.P.E (Helping. Ourselves. Pursue. Excellence) a communal mentoring program, proposing and implementing Skype distance learning in collaboration with colleges and universities, increasing organizational networking, funding research and grant identification. Managing and organizing TEDxMarionCorrectional events.

Education

2014 - Entered Capella University Master's Program (MS-General Studies In Human Behavior Specialization) Expected Graduation November 2015

2013 - Capella University, Bachelor's of Science-Management and Leadership. Graduated with the highest of honors, Summa Cum Laude with a cumulative GPA of 3.938. My education has increased my credibility, network and social capital.

1995 - Wilmington College, Associates of Arts Human Services

Marketable Assets and Skills

Communication

Certified in Conflict Mediation
Fluent in English and Spanish
Effective listening and communication skills

Management and facilitation

Experienced program trainer and facilitator
Bilingual motivational facilitator
Understand program methodology and evaluation
8 years of management and administrative experience.
Organized and efficient project manager
Change and project management.
Forming Collaborations
Managing/Demonstrating Success of Grant Funded Programs

Technical Certifications, Licensing

Virtual platform and team management
Microsoft Office Expert certification
IT Coordinator/Network Administrator
Licensed Barber/Stylist

Accomplishments

2007 - Curator & Author of H.O.P.E (Helping.Ourselves.Pursue.Excellence) a communal mentoring program.

2013 - Recipient of the 2013 Formerly Incarcerated Scholarship from The National Association of Blacks in Criminal Justice.

2013 - Received accolades from The Ohio Parole Board for development and delivery of a presentation for Session 9-Employment. (Materials development and Power Point presentation for OPB Pilot program, Session 9: Employment for offenders of M.C.I. (included discussion of CQE and CAE and Collateral Sanctions.) (December 5, 2013)

Volunteerism In the Marion OH Community

- Marion Matters and Bridges Out of Poverty
- The Arnita Pittman Community Recovery Center
- Attend Mid-Ohio Reentry Coalition meetings.
- Attended The S.T.A.N.D Coalition, formerly The Opiate Taskforce.

Consultation, Public Speaking & Training:

- M.C.I. H.O.P.E - Leadership Development
- The Ohio State University (Dr. Randi Love)-Reentry Experiences
- Franklin County Child Support Enforcement Agency-Ex-offender Awareness
- Kirwan Institute for the Study of Race & Ethnicity – The Impact of Reintegration and Societal Factors.
- More Than My Brother's Keeper (MTMBK), the Kirwan Institute for The Study of Race and Ethnicity, The Ohio State University, targeting at-risk-youth on the south side of Columbus 43206, 43207.

References

Smith, M., K (2001) Peter Senge and the learning organization, *Infed.org*, retrieved from <http://infed.org/mobi/peter-senge-and-the-learning-organization/>

10% increase (7,200) = 101,000 annually 11/7/10

984/200

196

PRICE FOR 24 MONTHS - EACH OF 4 LOCATIONS

Line item	Description		Line item total	Total Costs by site					
	% of time	FTE Salary		Fringe 25%	Total Cost	MCI	GCI	MRC	PNN
Personnel ³									
Institute Director Program development, efficacy oversight, coordination	100%	\$70,000 per year (\$140,000)	\$35,000	\$175,000	\$70,000	Development, oversight previously allocated.	\$35,000		
Program Oversight & Instruction:	100%	FTEs all sites @ \$23.00 p/h = \$478,400 (yr 1 \$227,240 + yr 2 251,160)	\$119,600	\$598,000	\$189,366.67 (1.5 FTE)	\$252,488.89 (2 FTE)	\$126,244.44 (1 FTE)		
Personal Enrichment and Computer Skills program supervision and facilitation	6X p/quarter: rnd trip Columbus to GCI (234 miles per trip = 5,616(\$3,088.80)); full staff mtg. 1x per quarter (2x Col., 1xMCI) from Cleve: 300x2, from Col: 234x2 (all x 2 cars includes car-pooling)=7,124 x\$.55=\$3,918.20 + \$3,088.80 X 2years = \$14,014.								
Travel @ .55 p/mile (includes quarterly All staff meetings)									
Lodging	2 hotel rooms for GCI staff training @ MCI: 8 nights p/week, @ \$70 p/night for 4 weeks			\$2,240					
Materials & Curricula	Courseware and curricula for the teaching/learning of technology, social, conflict management, employability skills.			\$35,856					
Supplies & Equipment	Program operations supplies, software, test materials			\$31,872					
Community Links: learning, employment supports	Organize and facilitate conferences and community workshops to build reentry needs awareness, outreach, education, wrap-around services and employment opportunities.			\$12,000					
Overhead 7.75%	Includes: Insurance (Article 13.4), program operations and administration; professional accounting (accounting) services (\$33.51 per year)			\$67,346.11					
TOTAL FOR 24 MONTHS:				\$936,328.11					

LESS THAN \$1.28 PER PROGRAM HOUR COST BASED ON ACTUAL DATA FROM OVER A DECADE OF SUCCESS.

576

³WinWin will accommodate the program's demands by distributing personnel as needed.

⁴The number of offenders served at GCI expects to be 2/3 the RFP's required number of offenders served at MCI. However, WinWin will continue to exceed the required number of offenders served at MCI, while maintaining costs at the RFP's required ratio.

⁵The number of offenders served at GCI expects to be 2/3 the RFP's required number of offenders served at MCI, therefore, supplies & equipment cost reflect the 2/3 total.

Handwritten notes: "None Annual", "CAN REMOVE", "360.11 program hrs", "240 per month", "935 8 sessions for 15 sessions // 1390 managing through each month", "200 p/h / 100".