

AGREEMENT
Between
OHIO BUREAU OF WORKERS' COMPENSATION
And
UNIVERSITY OF CINCINNATI

This is an Agreement (the "Agreement") by and between the **State of Ohio, Bureau of Workers' Compensation** (hereinafter referred to as the "Bureau"), having offices at 30 W. Spring Street, Columbus, Ohio 43215-2256 and **University of Cincinnati, a state institution of higher education organized under Section 3361 of the Ohio Revised Code on behalf of the College of Allied Health Sciences** (hereinafter referred to as the "Recipient"), doing business at 51 Goodman Drive, Suite 530, Cincinnati, OH 45221-0222, who are collectively referred to herein as the "parties," entered into the day, month and year set out below to provide services as a research grant recipient participating in the Bureau's Ohio Occupational Safety and Health Research Program.

WHEREAS, the Bureau is in need of research into safety and health issues in the Ohio workplace; and the Recipient has the expertise and capability of fulfilling the needs of the Bureau;

WHEREAS, it is expressly understood that all contracts to which the Bureau is a party must conform to Ohio statutes and rules;

WHEREAS, it is expressly understood and agreed that approval of this Agreement by the Office of Budget and Management and certification of the availability of funds sufficient to meet the obligation to be incurred hereunder, pursuant to Ohio Revised Code Section 126.07, shall be conditions precedent to the creation of any obligation under this contract;

WHEREAS, it is expressly understood and agreed that the Bureau cannot agree to deposits, cancellation fees, indemnification, out-of pocket expenses, additional expenses, liquidated damages, arbitration, or other similar payments, penalties, or contingencies because to do so would incur a debt on behalf of the State for which no funds have been appropriated, in derogation of Ohio law and/or in violation of the accounting principles of the Office of Budget & Management; and

WHEREAS, the Bureau desires to enter into an Agreement with the Recipient for the Recipient to perform certain services;

Now, therefore, the parties hereto mutually agree to the following:

1. TASK DESCRIPTION. The Recipient, in consideration of the Bureau's promise to pay remuneration, agrees and promises to assume full responsibility for the completion of the work hereunder, in accordance with the terms and conditions of this Agreement. The Recipient agrees to perform services as follows:

Recipient shall conduct research briefly summarized as follows, but more particularly described in the Recipient's Research Proposal, and all supplements, addenda, letters, representations, and documentation submitted to the Bureau in support of the Proposal (the "Proposal") submitted on or about December 8, 2014, which is attached hereto as Exhibit A and incorporated by reference:

Researcher will study prevention of musculoskeletal pain and injuries related to patient handling among long-term care employees. This project will provide quantitative insight into whether a comprehensive approach is effective and lead to the development of a best practices guide for implementing and evaluating a safe patient handling program that can be used at long-term care facilities.

2. AMOUNT OF REMUNERATION AND METHOD OF PAYMENT. The Bureau, in consideration of the Recipient's promise to perform services in accordance with the terms of this Agreement, agrees and promises to pay the Recipient remuneration for services performed according to the following terms:

Recipient shall receive compensation as submitted in the Recipient's Proposal, Section VI, Page 29, which is summarized as follows:

Personnel	\$155,072.12
Travel	\$ 29,164.00
Total Additional Direct Costs	\$ 27,628.00

Indirect costs	\$ 38,135.55
Total Project Cost	<u>\$ 249,999.67</u>

The parties agree that the Bureau will make three (3) payments to Recipient representing forty percent (40%) at commencement of the project, thirty percent (30%) at the midpoint of the dates of service, and thirty percent (30%) upon presentation to and acceptance by the Bureau of the Deliverables including a Final Report.

Notwithstanding any other terms of the Agreement, total charges shall not exceed the amount of Two Hundred forty nine thousand nine hundred ninety nine dollars and sixty seven cents (\$ 249,999.67), unless additional sums are agreed to in writing. The Bureau shall use its best efforts to pay the Vendor within thirty (30) days upon receipt of Vendor's properly submitted invoice. Failure to pay the Vendor promptly within thirty (30) days entitles the Vendor only to interest on the amount due and payable at the rate allowed by law in accordance with the provisions of Ohio Revised Code Section 126.30. Failure to promptly pay within thirty (30) days shall not be deemed to constitute default by the Bureau.

Payments to Recipient shall be in the form and to the applicable address specified in Exhibit C, Payments to University of Cincinnati.

The Recipient shall assume responsibility for all contingencies, however unforeseen or remote, encountered in the completion of the work.

3. TIME OF PERFORMANCE. The Recipient and the Bureau agree that performance pursuant to this Agreement shall commence upon the execution by all parties to the Agreement and on compliance with any and all conditions precedent, with a Commencement Date of June 1, 2015. The Project is expected to conclude at the end of twenty four (24) months, ending May 31, 2017, unless extended at the sole discretion of the Bureau.

4. TRAVEL AND EXPENSES. Travel expenses may be reimbursed as described in the Proposal and in accordance with State of Ohio OBM travel guidelines. Requests for reimbursement must be detailed to indicate how reimbursable amounts are calculated, i.e., number of overnight stays, air travel, telephone charges, auto rental, auto travel reimbursement detailing number of miles multiplied by number of trips times the rate, etc. Requests for reimbursements must be accompanied by receipts and proof of payment of or incurring expense. Contractor will be reimbursed for expenses in accordance with Ohio law and OBM travel guideline limits as provided in section 126-1-02 O.A.C. Expenses paid pursuant to this section shall be paid from and shall not increase the Not-to-Exceed total contract amount.

The Bureau shall reimburse Recipient only as described in the Proposal for other expenses incurred or paid by Recipient in connection with the performance of services. The payment of such expenses is the sole responsibility of Recipient and not the responsibility of the Bureau.

5. CONDITIONS PRECEDENT. It is expressly understood and agreed that approval of this Agreement by the Office of Budget and Management and certification of the availability of funds sufficient to meet the obligation to be incurred hereunder, pursuant to Ohio Revised Code Section 126.07, shall be conditions precedent to the creation of any obligation under this contract. State appropriations expire on June 30th of every odd-numbered year, the end of the biennium budget. Notwithstanding any other terms of the Agreement, the Bureau's duty to make payments also expires on June 30th of every odd-numbered year. Continuation thereafter is conditioned upon Renewal to continue the contract into the next biennium budget period. All payment obligations of this Agreement are subject to appropriation and, unless renewed, terminate at the end of the biennium budget period.

6. TERMINATION. The Bureau may cancel this Agreement at any time prior to the commencement of services. In addition, this Agreement may be terminated by the unilateral action of either party hereto upon provision to the other party thirty (30) days written notice of election to so terminate. In the event of termination of this Agreement by either party, Recipient shall be paid for all properly documented services; however no deposit, cancellation fee, or liquidated damages will be paid by the Bureau. The Bureau shall

have the right to terminate this Agreement immediately without advance notice if for any reason Recipient violates any of the material covenants, agreements, or stipulations of this Agreement, or if Recipient fails to maintain Ohio workers' compensation, where required by law. In the event the Bureau executes its right to terminate this Agreement, Recipient shall not be relieved of any liability for damages sustained by the Bureau by virtue of any breach by Recipient to the extent of remuneration paid pursuant to this Agreement, and the Bureau may withhold further payment due to Recipient pursuant to this Agreement or otherwise, for the purpose of set-off until such time as damages due to the Bureau are determined.

Recipient may cancel its duties and obligations under this Agreement at any time prior to the commencement of services upon notice to the Administrator, provided that such termination is without prejudice to the State of Ohio. Any material provided by Recipient, which fulfills any obligation of this Agreement, shall be considered the property of the Bureau of Workers' Compensation upon payment in full to Recipient for services rendered prior to termination. Furthermore, Recipient shall have the right to terminate this Agreement for failure to pay invoices in accordance with the terms of this Agreement.

The rights of cancellation and termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights and remedies available to either party at law or in equity.

7. AMENDMENTS, MODIFICATIONS, SUPPLEMENTS, AND HEADINGS. The parties may, by mutual agreement, amend, modify, supplement, or rescind the terms of this Agreement. The term "this Agreement" shall be deemed to include any such future amendments, modifications, and supplements. Any such amendment, modification, supplement, or rescission shall not be effective unless expressed in writing and signed by the parties hereto. The headings in this Agreement are for convenience only and are not intended to be part of, or to affect the interpretation of, the terms of this Agreement.

8. DELIVERABLES. Recipient will submit a research report. The report will include detailed descriptions of the research methods and results, and in-depth discussion and interpretation of the results, conclusions and recommendations acceptable to the Bureau. The Deliverables are summarized in Exhibit B, attached hereto.

9. OWNERSHIP RIGHTS AND COPYRIGHT PROTECTION. The Parties agree that Recipient and Bureau as joint investigators in the research project retain joint ownership and copyright protection for written materials produced by the Recipient and Bureau in the performance of this Project. All inventions developed under this Agreement by Recipient employees shall be owned by Recipient. Recipient reserves the right to publish the results of this Project in scholarly journals or other media outlets. Recipient and Bureau will each provide the other with a non-exclusive, perpetual, royalty-free license to produce, publish, and use all such copyright material for non-commercial purposes.

Recipient and Bureau shall be permitted to use the final written materials produced in the Project by Recipient and Bureau for advertisement, marketing, policy making, and republication. Notwithstanding the above, Bureau will not use, directly or by implication, the names or logos of Recipient or College of Allied Health Sciences or the name of any member of the staffs thereof, in any publicity or advertising unless copy is submitted and prior written approval of Recipient is obtained. Further, either Party will not use, directly or by implication, the names or logos of the other Party or the name of any member of the staffs thereof, in any publicity or advertising unless copy is submitted and prior written approval of that other Party is obtained. If the validity of the research methodology or results are disputed, Recipient and Bureau shall fully cooperate in explaining and defending the research, methodology and results.

10. WAIVER. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. Failure of a party to insist upon strict performance of any provision of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of the right to insist upon strict compliance with such provision in the future.

11. SUBCONTRACTING / ASSIGNMENT / DELEGATION. The Recipient will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of the Bureau. Any assignment or delegation not consented to may be deemed void by the Bureau. However, the

Bureau's approval will not serve to modify or abrogate the responsibility of the Recipient for the acts, omissions, nonfeasance, malfeasance, or misfeasance of any and all subcontractors.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: The Recipient will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, for any amount of \$2,500.00 or more, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the Ohio affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by contacting the Equal Opportunity Department or viewing the Equal Opportunity Department's web site:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>

The State encourages the Recipient to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

13. INDEPENDENT CONTRACTOR RELATIONSHIP. It is mutually understood and agreed that the Recipient is at all times acting as an Independent Contractor in performing services under this Agreement and shall not be considered a public employee for the purpose of Ohio Public Employees Retirement System (OPERS) benefits. Recipient shall be responsible for compliance with all laws, rules, regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. The persons provided by the Recipient shall be solely the Recipient's employees and shall not be considered public employees for the purpose of OPERS benefits, or employees of the Bureau. The Recipient shall be responsible for payment of federal, state, and municipal taxes and costs such as social security, unemployment, workers' compensation, disability insurance, and federal and state withholding with respect to its employees.

14. LIMITATION OF LIABILITY. Except for willful negligence or misconduct, the Bureau's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the Recipient pursuant to this Agreement, or the amount of direct damages incurred by the Recipient, whichever is less. The Recipient's sole and exclusive remedies for the Bureau's failure to perform shall be as set forth in the above paragraph entitled, "Termination". In no event shall the Bureau be liable for any consequential, incidental, or punitive losses, damages, expenses, including the loss of profits, even if the Bureau knew or should have known of the possibility of such damages.

15. APPLICABLE STATE LAW AND JURISDICTION. The terms and conditions contained herein shall be construed and interpreted in accordance with the laws of the State of Ohio. Any and all disputes arising from this Agreement shall be governed by the laws of the State of Ohio, and the parties mutually agree to submit exclusively and irrevocably to the jurisdiction of the Ohio Court of Claims in any and all disputes arising from this Agreement.

16. COMPLIANCE WITH LAW. The Recipient agrees and covenants that it at this time is and for the duration of this contract will be in compliance with all laws of Ohio specifically including, but not limited to, the workers' compensation laws of Ohio, the corporate laws of Ohio, and all rules and regulations promulgated under those laws, as well as all applicable federal and local laws in the conduct of the work hereunder.

17. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE CERTIFICATION. Recipient affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under any resulting Contract. In addition, Recipient affirms that a person who is or may become an agent of Recipient, not having such interest upon execution of this Contract shall likewise advise the Bureau in the event it acquires such interest during the course of this Contract.

Recipient agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the Bureau, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the Bureau or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

18. OHIO ELECTIONS LAW: Recipient hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13.

19. HOLD HARMLESS AND INDEMNIFICATION. Recipient shall hold the Bureau harmless and indemnify the Bureau from and against any claims, demands, losses, and causes of action asserted against or incurred by the Bureau with regard to personal injury or property damage which result from or arise out of the negligent conduct or intentional acts of Recipient, its agents, employees and subcontractors. This obligation shall be contingent on Recipient (a) receiving prompt written notice of any claim to which indemnification applies; (b) having the sole right to control the Recipient's defense and settlement of any claim against the Recipient; and (c) receiving the Bureau's cooperation (at Recipient's request and expense) in such defense and settlement. Notwithstanding the foregoing, Indemnification shall not be apply to and shall not be enforceable against any Recipient that is a state agency prevented by law from agreeing to Indemnification.

20. DRUG-FREE WORKPLACE. Recipient agrees to comply with all applicable state and federal laws regarding drug-free workplace. Recipient shall make a good faith effort to ensure that all Recipient employees, if working on state property, will not purchase, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

21. CONFIDENTIALITY. The Recipient, its officers, agents, employees, representatives, subcontractors and assigns shall keep confidential all information obtained in the performance of this Agreement that is confidential under Bureau policy or state and/or federal law, including but not limited to employer premium data subject to Ohio Revised Code Section 4123.27 and claim file data subject to Ohio Revised Code Section 4123.88. The Recipient promises not to copy, disclose, publish, or communicate the Bureau's confidential information.

The Recipient agrees that any confidential information obtained in the performance of this Agreement is for the sole use of the Recipient for the purpose of performing work under the Agreement, and shall be used for no other purpose.

The Recipient shall comply with all applicable state and federal statutes and rules, and all Bureau policies, for the protection of sensitive data and confidential medical, claim, and employer premium information, including but not limited to the Bureau's Sensitive Data Transmission and Confidential Personal Information (CPI) policies.

The Recipient shall comply with all electronic data security measures as may be required by Ohio law, Ohio Department of Administrative Services or other state agency Directive, and/or Executive Order of the Governor of Ohio during the term of this Agreement.

The Recipient shall comply with, and shall assist the Bureau in complying with, all disclosure, notification or other requirements contained in Sections 1347.12, 1349.19, 1349.191, and 1349.192 of the Ohio Revised Code, as may be applicable, in the event computerized data that includes personal information, obtained by the Recipient in the performance of this Agreement, is or reasonably is believed to have been accessed and acquired by an unauthorized person and the access and acquisition by the unauthorized person causes, or reasonably is believed will cause a material risk of identity theft or other fraud.

Any improper use or access of Bureau data will result in the termination of that person's access as well as notification to that person's employer and vendor. "Improper use or access" is defined as access or use that is not for a legitimate business purpose.

After the Recipient's tasks under this Agreement are completed, and upon expiration of all applicable retention periods under this Agreement and/or state and federal law, the Recipient shall either return to the Bureau or destroy in a secure manner all confidential data obtained in the performance of this Agreement.

Failure to comply with the provisions of this Section shall be deemed a material breach of the Agreement. Such breach shall render the Agreement voidable in its entirety at the Bureau's sole discretion.

The provisions of this Section shall survive the termination of this Agreement.

22. WORKERS' COMPENSATION. The Recipient represents that the Recipient and agents are covered by workers' compensation and shall remain covered during the term of the contract. The Recipient is responsible for ensuring contractually that any subcontractors maintain workers' compensation insurance at all times during the term of the contract. Failure to maintain coverage at any time during the term of any contract shall be deemed a material breach of the contract. Such failure shall deem the contract voidable in its entirety at the Bureau's sole discretion.

If it is discovered after the contract has been awarded, that the Recipient was not in compliance with Ohio law requiring participation in the workers' compensation system on the date the contract was awarded, the contract will be declared "void ab initio." The Bureau will not pay for any services rendered or goods delivered under the contract and the Recipient must immediately repay to the Bureau any funds paid under this Contract.

23. RECORDS RETENTION AND INSPECTION. During the term of this Agreement and until the expiration of three (3) years after final payment under this Agreement, the Recipient shall create, maintain, and provide the Bureau and/or its duly authorized representatives with access to, and the right to examine, any books, documents, papers, and records of the Recipient that adequately document and fully substantiate the validity of Recipient's reimbursement for work performed under this Agreement.

For each subcontract in excess of \$2,500.00, the Recipient shall require its subcontractors to agree to the provisions of this section on record-keeping.

24. OFFSHORE PROVISION OF SERVICES PROHIBITED – EXECUTIVE ORDER REQUIREMENTS AND RELATED TERMINATION / SANCTION / DAMAGES PROVISIONS. The Recipient affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Recipient performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract. The Executive Order is available at the following website: <http://procure.ohio.gov/pdf/EO201112K/EO201112K.pdf>

25. DEBARMENT. Recipient represents that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code Section 153.02 or Ohio Revised Code Section 125.25. If this representation and warranty is found to be false, this Agreement will be declared "void ab initio" and vendor shall immediately repay to the Bureau any funds paid under the contract.

26. SEVERABILITY. If for any reason any provision or part of this Agreement is declared void, invalid, or unenforceable, the validity of the rest of this Agreement shall not be affected and the Agreement shall remain in full force and effect with the void, invalid, or unenforceable provision(s) eliminated.

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27. MERGER CLAUSE. It is mutually understood and agreed that the Agreement, including documents incorporated by reference, the Recipient's Proposal and any attachments, represents the entire Agreement between the Recipient and the Bureau. The parties have entered into no agreements, express or implied, other than the Agreement. It is further agreed that no parol representation of any amendment, modification, supplement or rescission of the terms set forth herein shall be given any force or effect unless such amendment, modification, supplement or rescission shall have been expressed in writing and signed by the parties, and meet any and all conditions precedent deemed applicable by the Bureau.

UNIVERSITY OF CINCINNATI
TAX I.D. [REDACTED]

**STATE OF OHIO, BUREAU OF
WORKERS' COMPENSATION**



Deborah J. Galloway,
Associate Vice President,
Research Operations and Management



Stephen Buehrer
Administrator/CEO

6/15/15

Date

6-16-15

Date

UC Kotowski Research Grant Agreement 05.27.2015
SH
May 27, 2015

AGREEMENT
Between
OHIO BUREAU OF WORKERS' COMPENSATION
And
UNIVERSITY OF CINCINNATI

This is an Agreement (the "Agreement") by and between the **State of Ohio, Bureau of Workers' Compensation** (hereinafter referred to as the "Bureau"), having offices at 30 W. Spring Street, Columbus, Ohio 43215-2256, and **University of Cincinnati, a state institution of higher education organized under Section 3361 of the Ohio Revised Code on behalf of the College of Medicine, Department of Environmental Health** (hereinafter referred to as the "Recipient"), doing business at 51 Goodman Drive, Suite 530, Cincinnati, OH 45221-0222, and who are collectively referred to herein as the "parties," entered into the day, month and year set out below to provide services as a research grant recipient participating in the Bureau's Ohio Occupational Safety and Health Research Program.

WHEREAS, the Bureau is in need of research into safety and health issues in the Ohio workplace; and the Recipient has the expertise and capability of fulfilling the needs of the Bureau;

WHEREAS, it is expressly understood that all contracts to which the Bureau is a party must conform to Ohio statutes and rules;

WHEREAS, it is expressly understood and agreed that approval of this Agreement by the Office of Budget and Management and certification of the availability of funds sufficient to meet the obligation to be incurred hereunder, pursuant to Ohio Revised Code Section 126.07, shall be conditions precedent to the creation of any obligation under this contract;

WHEREAS, it is expressly understood and agreed that the Bureau cannot agree to deposits, cancellation fees, indemnification, out-of pocket expenses, additional expenses, liquidated damages, arbitration, or other similar payments, penalties, or contingencies because to do so would incur a debt on behalf of the State for which no funds have been appropriated, in derogation of Ohio law and/or in violation of the accounting principles of the Office of Budget & Management; and

WHEREAS, the Bureau desires to enter into an Agreement with the Recipient for the Recipient to perform certain services;

Now, therefore, the parties hereto mutually agree to the following:

1. TASK DESCRIPTION. The Recipient, in consideration of the Bureau's promise to pay remuneration, agrees and promises to assume full responsibility for the completion of the work hereunder, in accordance with the terms and conditions of this Agreement. The Recipient agrees to perform services as follows:

Recipient shall conduct research briefly summarized as follows, but more particularly described in the Recipient's Research Proposal, and all supplements, addenda, letters, representations, and documentation submitted to the Bureau in support of the Proposal (the "Proposal") submitted on or about November 17, 2015, which is attached hereto as Exhibit A and incorporated by reference:

Researcher will develop and validate a low-cost Respirator Seal Integrity Monitor (ReSIM) for firefighters and other workers wearing elastomeric respirators. Researcher will evaluate the newly-developed ReSIM in the firefighter simulation facility with 15 firefighters engaged in routine operational activities.

2. AMOUNT OF REMUNERATION AND METHOD OF PAYMENT. The Bureau, in consideration of the Recipient's promise to perform services in accordance with the terms of this Agreement, agrees and promises to pay the Recipient remuneration for services performed according to the following terms:

Recipient shall receive compensation as submitted in the Recipient's Proposal, Section VI, Page 40, which is summarized as follows:

Personnel	\$ 145,063.00
Travel	\$ 7,000.00
Consumables/ Lab Expenses	\$ 18,950.00

Exhibit 2

Other Direct Costs	\$ 21,199.00
Indirect costs	\$ 41,403.00
Total Project Cost	<u>\$ 233,615.00</u>

The parties agree that the Bureau will make three (3) payments to Recipient representing forty percent (40%) at commencement of the project, thirty percent (30%) at the midpoint of the dates of service, and thirty percent (30%) upon presentation to and acceptance by the Bureau of the Deliverables including a Final Report.

Notwithstanding any other terms of the Agreement, total charges shall not exceed the amount of Two Hundred thirty three thousand six hundred fifteen dollars (\$ 233,615.00), unless additional sums are agreed to in writing. The Bureau shall use its best efforts to pay the Vendor within thirty (30) days upon receipt of Vendor's properly submitted invoice. Failure to pay the Vendor promptly within thirty (30) days entitles the Vendor only to interest on the amount due and payable at the rate allowed by law in accordance with the provisions of Ohio Revised Code Section 126.30. Failure to promptly pay within thirty (30) days shall not be deemed to constitute default by the Bureau.

Payments to Recipient shall be in the form and to the applicable address specified in Exhibit C, Payments to University of Cincinnati.

The Recipient shall assume responsibility for all contingencies, however unforeseen or remote, encountered in the completion of the work.

3. TIME OF PERFORMANCE. The Recipient and the Bureau agree that performance pursuant to this Agreement shall commence upon the execution by all parties to the Agreement and on compliance with any and all conditions precedent, with a Commencement Date of June 1, 2016. The Project is expected to conclude at the end of eighteen (18) months, ending November 30, 2017, unless extended at the sole discretion of the Bureau.

4. TRAVEL AND EXPENSES. Travel expenses may be reimbursed as described in the Proposal and in accordance with State of Ohio OBM travel guidelines. Requests for reimbursement must be detailed to indicate how reimbursable amounts are calculated, i.e., number of overnight stays, air travel, telephone charges, auto rental, auto travel reimbursement detailing number of miles multiplied by number of trips times the rate, etc. Requests for reimbursements must be accompanied by receipts and proof of payment of or incurring expense. Contractor will be reimbursed for expenses in accordance with Ohio law and OBM travel guideline limits as provided in section 126-1-02 O.A.C. Expenses paid pursuant to this section shall be paid from and shall not increase the Not-to-Exceed total contract amount.

The Bureau shall reimburse Recipient only as described in the Proposal for other expenses incurred or paid by Recipient in connection with the performance of services. The payment of such expenses is the sole responsibility of Recipient and not the responsibility of the Bureau.

5. CONDITIONS PRECEDENT. It is expressly understood and agreed that approval of this Agreement by the Office of Budget and Management and certification of the availability of funds sufficient to meet the obligation to be incurred hereunder, pursuant to Ohio Revised Code Section 126.07, shall be conditions precedent to the creation of any obligation under this contract. State appropriations expire on June 30th of every odd-numbered year, the end of the biennium budget. Notwithstanding any other terms of the Agreement, the Bureau's duty to make payments also expires on June 30th of every odd-numbered year. Continuation thereafter is conditioned upon Renewal to continue the contract into the next biennium budget period. All payment obligations of this Agreement are subject to appropriation and, unless renewed, terminate at the end of the biennium budget period.

6. TERMINATION. The Bureau may cancel this Agreement at any time prior to the commencement of services. In addition, this Agreement may be terminated by the unilateral action of either party hereto upon provision to the other party thirty (30) days written notice of election to so terminate. In the event of termination of this Agreement by either party, Recipient shall be paid for all properly documented services;

however no deposit, cancellation fee, or liquidated damages will be paid by the Bureau. The Bureau shall have the right to terminate this Agreement immediately without advance notice if for any reason Recipient violates any of the material covenants, agreements, or stipulations of this Agreement, or if Recipient fails to maintain Ohio workers' compensation, where required by law. In the event the Bureau executes its right to terminate this Agreement, Recipient shall not be relieved of any liability for damages sustained by the Bureau by virtue of any breach by Recipient to the extent of remuneration paid pursuant to this Agreement, and the Bureau may withhold further payment due to Recipient pursuant to this Agreement or otherwise, for the purpose of set-off until such time as damages due to the Bureau are determined.

Recipient may cancel its duties and obligations under this Agreement at any time prior to the commencement of services upon notice to the Administrator, provided that such termination is without prejudice to the State of Ohio. Any material provided by Recipient, which fulfills any obligation of this Agreement, shall be considered the property of the Bureau of Workers' Compensation upon payment in full to Recipient for services rendered prior to termination. Furthermore, Recipient shall have the right to terminate this Agreement for failure to pay invoices in accordance with the terms of this Agreement.

The rights of cancellation and termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights and remedies available to either party at law or in equity.

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8. DELIVERABLES. Recipient will submit a research report. The report will include detailed descriptions of the research methods and results, and in-depth discussion and interpretation of the results, conclusions and recommendations acceptable to the Bureau. The Deliverables are summarized in Exhibit B, attached hereto.

9. OWNERSHIP RIGHTS AND COPYRIGHT PROTECTION. The Parties agree that Recipient and Bureau as joint investigators in the research project retain joint ownership and copyright protection for written materials produced by the Recipient and Bureau in the performance of this Project. All inventions developed under this Agreement by Recipient employees shall be owned by Recipient. Recipient reserves the right to publish the results of this Project in scholarly journals or other media outlets. Recipient and Bureau will each provide the other with a non-exclusive, perpetual, royalty-free license to produce, publish, and use all such copyright material for non-commercial purposes.

Recipient and Bureau shall be permitted to use the final written materials produced in the Project by Recipient and Bureau for advertisement, marketing, policy making, and republication. Notwithstanding the above, Bureau will not use, directly or by implication, the names or logos of Recipient or College of Medicine or the name of any member of the staffs thereof, in any publicity or advertising unless copy is submitted and prior written approval of Recipient is obtained. Further, either Party will not use, directly or by implication, the names or logos of the other Party or the name of any member of the staffs thereof, in any publicity or advertising unless copy is submitted and prior written approval of that other Party is obtained. If the validity of the research methodology or results are disputed, Recipient and Bureau shall fully cooperate in explaining and defending the research, methodology and results.

10. WAIVER. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. Failure of a party to insist upon strict performance of any provision of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of the right to insist upon strict compliance with such provision in the future.

11. SUBCONTRACTING / ASSIGNMENT / DELEGATION. The Recipient will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of the Bureau. Any assignment or delegation not consented to may be deemed void by the Bureau. However, the

Bureau's approval will not serve to modify or abrogate the responsibility of the Recipient for the acts, omissions, nonfeasance, malfeasance, or misfeasance of any and all subcontractors.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: The Recipient will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, for any amount of \$2,500.00 or more, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the Ohio affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by contacting the Equal Opportunity Department or viewing the Equal Opportunity Department's web site:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>

The State encourages the Recipient to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

13. INDEPENDENT CONTRACTOR RELATIONSHIP. It is mutually understood and agreed that the Recipient is at all times acting as an Independent Contractor in performing services under this Agreement and shall not be considered a public employee for the purpose of Ohio Public Employees Retirement System (OPERS) benefits. Recipient shall be responsible for compliance with all laws, rules, regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. The persons provided by the Recipient shall be solely the Recipient's employees and shall not be considered public employees for the purpose of OPERS benefits, or employees of the Bureau. The Recipient shall be responsible for payment of federal, state, and municipal taxes and costs such as social security, unemployment, workers' compensation, disability insurance, and federal and state withholding with respect to its employees.

14. LIMITATION OF LIABILITY. Except for willful negligence or misconduct, the Bureau's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the Recipient pursuant to this Agreement, or the amount of direct damages incurred by the Recipient, whichever is less. The Recipient's sole and exclusive remedies for the Bureau's failure to perform shall be as set forth in the above paragraph entitled, "Termination". In no event shall the Bureau be liable for any consequential, incidental, or punitive losses, damages, expenses, including the loss of profits, even if the Bureau knew or should have known of the possibility of such damages.

15. APPLICABLE STATE LAW AND JURISDICTION. The terms and conditions contained herein shall be construed and interpreted in accordance with the laws of the State of Ohio. Any and all disputes arising from this Agreement shall be governed by the laws of the State of Ohio, and the parties mutually agree to submit exclusively and irrevocably to the jurisdiction of the Ohio Court of Claims in any and all disputes arising from this Agreement.

16. COMPLIANCE WITH LAW. The Recipient agrees and covenants that it at this time is and for the duration of this contract will be in compliance with all laws of Ohio specifically including, but not limited to, the workers' compensation laws of Ohio, the corporate laws of Ohio, and all rules and regulations promulgated under those laws, as well as all applicable federal and local laws in the conduct of the work hereunder.

17. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE CERTIFICATION. Recipient affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under any resulting Contract. In addition, Recipient affirms that a person who is or may become an agent of Recipient, not having such interest upon execution of this Contract shall likewise advise the Bureau in the event it acquires such interest during the course of this Contract.

Recipient agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the Bureau, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the Bureau or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

18. OHIO ELECTIONS LAW: Recipient hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13.

19. HOLD HARMLESS AND INDEMNIFICATION. Each party to this Agreement agrees that it will be responsible for its own acts and omissions and the results thereof; and shall not be responsible for the acts and omissions of the other party and the results thereof. Each party agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its agents or employees under this Agreement.

20. DRUG-FREE WORKPLACE. Recipient agrees to comply with all applicable state and federal laws regarding drug-free workplace. Recipient shall make a good faith effort to ensure that all Recipient employees, if working on state property, will not purchase, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

21. CONFIDENTIALITY. The Recipient, its officers, agents, employees, representatives, subcontractors and assigns shall keep confidential all information obtained in the performance of this Agreement that is confidential under Bureau policy or state and/or federal law, including but not limited to employer premium data subject to Ohio Revised Code Section 4123.27 and claim file data subject to Ohio Revised Code Section 4123.88. The Recipient promises not to copy, disclose, publish, or communicate the Bureau's confidential information.

The Recipient agrees that any confidential information obtained in the performance of this Agreement is for the sole use of the Recipient for the purpose of performing work under the Agreement, and shall be used for no other purpose.

The Recipient shall comply with all applicable state and federal statutes and rules, and all Bureau policies, for the protection of sensitive data and confidential medical, claim, and employer premium information, including but not limited to the Bureau's Sensitive Data Transmission and Confidential Personal Information (CPI) policies.

The Recipient shall comply with all electronic data security measures as may be required by Ohio law, Ohio Department of Administrative Services or other state agency Directive, and/or Executive Order of the Governor of Ohio during the term of this Agreement.

The Recipient shall comply with, and shall assist the Bureau in complying with, all disclosure, notification or other requirements contained in Sections 1347.12, 1349.19, 1349.191, and 1349.192 of the Ohio Revised Code, as may be applicable, in the event computerized data that includes personal information, obtained by the Recipient in the performance of this Agreement, is or reasonably is believed to have been accessed and acquired by an unauthorized person and the access and acquisition by the unauthorized person causes, or reasonably is believed will cause a material risk of identity theft or other fraud.

Any improper use or access of Bureau data will result in the termination of that person's access as well as notification to that person's employer and vendor. "Improper use or access" is defined as access or use that is not for a legitimate business purpose.

After the Recipient's tasks under this Agreement are completed, and upon expiration of all applicable retention periods under this Agreement and/or state and federal law, the Recipient shall either return to the Bureau or destroy in a secure manner all confidential data obtained in the performance of this Agreement.

Failure to comply with the provisions of this Section shall be deemed a material breach of the Agreement. Such breach shall render the Agreement voidable in its entirety at the Bureau's sole discretion.

The provisions of this Section shall survive the termination of this Agreement.

22. WORKERS' COMPENSATION. The Recipient represents that the Recipient and agents are covered by workers' compensation and shall remain covered during the term of the contract. The Recipient is responsible for ensuring contractually that any subcontractors maintain workers' compensation insurance at all times during the term of the contract. Failure to maintain coverage at any time during the term of any contract shall be deemed a material breach of the contract. Such failure shall deem the contract voidable in its entirety at the Bureau's sole discretion.

If it is discovered after the contract has been awarded, that the Recipient was not in compliance with Ohio law requiring participation in the workers' compensation system on the date the contract was awarded, the contract will be declared "void ab initio." The Bureau will not pay for any services rendered or goods delivered under the contract and the Recipient must immediately repay to the Bureau any funds paid under this Contract.

23. RECORDS RETENTION AND INSPECTION. During the term of this Agreement and until the expiration of three (3) years after final payment under this Agreement, the Recipient shall create, maintain, and provide the Bureau and/or its duly authorized representatives with access to, and the right to examine, any books, documents, papers, and records of the Recipient that adequately document and fully substantiate the validity of Recipient's reimbursement for work performed under this Agreement.

For each subcontract in excess of \$2,500.00, the Recipient shall require its subcontractors to agree to the provisions of this section on record-keeping.

24. OFFSHORE PROVISION OF SERVICES PROHIBITED – EXECUTIVE ORDER REQUIREMENTS AND RELATED TERMINATION / SANCTION / DAMAGES PROVISIONS. The Recipient affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Recipient performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract. The Executive Order is available at the following website: <http://procure.ohio.gov/pdf/EO201112K/EO201112K.pdf>

25. DEBARMENT. Recipient represents that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code Section 153.02 or Ohio Revised Code Section 125.25. If this representation and warranty is found to be false, this Agreement will be declared "void ab initio" and vendor shall immediately repay to the Bureau any funds paid under the contract.

26. SEVERABILITY. If for any reason any provision or part of this Agreement is declared void, invalid, or unenforceable, the validity of the rest of this Agreement shall not be affected and the Agreement shall remain in full force and effect with the void, invalid, or unenforceable provision(s) eliminated.

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27. MERGER CLAUSE. It is mutually understood and agreed that the Agreement, including documents incorporated by reference, the Recipient's Proposal and any attachments, represents the entire Agreement between the Recipient and the Bureau. The parties have entered into no agreements, express or implied, other than the Agreement. It is further agreed that no parol representation of any amendment, modification, supplement or rescission of the terms set forth herein shall be given any force or effect unless such amendment, modification, supplement or rescission shall have been expressed in writing and signed by the parties, and meet any and all conditions precedent deemed applicable by the Bureau.

UNIVERSITY OF CINCINNATI

**STATE OF OHIO, BUREAU OF
WORKERS' COMPENSATION**

TAX I.D. [REDACTED] _____



Deborah J. Galloway,
Associate Vice President,
Research Operations and Management



Sarah Morrison
Administrator/CEO

for

Director Grant Administration
Sponsored Research Services

6/3/16
Date

6-10-16
Date

UC Grinshpun Research Grant Agreement 05.18.2016
SH
May 18, 2016

September 2015



Ohio Occupational Safety and Health Research Program

Governor John R. Kasich
Administrator/CEO Stephen Buehrer

Ohio | Bureau of Workers'
Compensation

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Ohio Occupational Safety and Health Research Program

Overview

The Ohio Occupational Safety and Health Research Program, hereafter the “Program,” is administered by the Ohio Bureau of Workers’ Compensation (BWC). The program is a competitive research program with an emphasis on maximizing the impact of research efforts in the areas of occupational safety and health on the overall safety, health, productivity and competitiveness of Ohio’s workforce. The program, with minor modifications, is modeled after and similar to the National Institute for Occupational Safety and Health’s (NIOSH) National Occupational Research Agenda (NORA). The program provides funding for research projects up to \$250,000 per project. The duration of each research project is limited to 12 to 24 months. The program is an open competition for researchers in Ohio’s not-for-profit higher education institutions and research organizations. The deadline for proposal submission is 5:00 P.M. on November 23, 2015. BWC will make determinations on the successful proposals approved for awards by the end of January 2016, and the successful proposals will be funded according to the available funds. The total amount of funds available for the program for fiscal year 2016 is \$1 million.

Eligibility Guidelines and Restrictions

This program is limited to colleges/universities and not-for-profit research institutions located within the state of Ohio. Causes for rejection of a proposal without detailed review (in no particular order) include, but are not limited to:

1. Sponsoring college /university /research institution and/or organization is not located in Ohio;
2. Proposal is not received by the 5:00 P.M. submission deadline;
3. Proposed research project is too broad and/or disjointed;
4. Proposal fails to meet the format requirements described below;
5. Proposal duplicates other research projects previously completed or currently underway by another organization;
6. Proposed research project and/or associated budget are not feasible or reasonable; and/or
7. Proposals with focus areas that are excluded from funding during any given program funding cycle (see Research Focus Areas Excluded from Funding section for further details).

Research-to-Practice (r2p) Focus

Successful research proposals to be funded by the program must demonstrate: 1) A high probability for short- or long-term impact for the proposed research project (basic and/or applied); 2) A commitment to achieving optimal dissemination of research products including knowledge, interventions, recommendations and technologies; and 3) A commitment to engaging internal and external partners throughout the process. Researchers are encouraged to consider the following r2p elements, established by NIOSH, as they develop their research proposals:

1. List external partners involved in the research project and their expected contributions including roles and responsibilities. Researchers are encouraged to engage external partners in the research process, as appropriate. However, if no partners are expected to be involved, indicate/state “no external partners expected” in the project proposal or project plan. A partner

is an individual, group, or organization actively involved in the research. Involvement may include but is not limited to identifying an occupational safety and health issue, project planning, providing access to worker populations, data collection, implementing and assessing recommended work practices, disseminating research findings, and evaluating the impact of the research on improving the safety and health of workers.

2. Identify the primary target audience(s) intended to use the new research findings (i.e., knowledge, intervention, recommendations, technology) generated by the project. Audience is an individual, group, or organization who will use the research findings generated by the project to improve worker safety and health. Audiences may include, but are not limited to, workers, employers, industry leaders, academicians, researchers, policymakers, standard-setting organizations, professional associations, safety and health professionals, labor unions, other government agencies and not-for-profit organizations.
3. Identify relevant outputs/products that will be used to effectively communicate research findings (i.e., knowledge, intervention, recommendations, technology) to the target audience(s). Outputs are products of the project activities. Outputs may include, but are not limited to, peer-reviewed journal publications/manuscripts, trade journal publications, technologies, patents, recommendations, reports, website content and other electronic media, workshops and conferences, presentations, databases, educational and informational materials, and scales and methods.
4. Describe the methods/channels of communication that will be used to disseminate the research findings (i.e., knowledge, intervention, recommendations, technology) and associated outputs to the target audience(s). Channels of communication may include but are not limited to peer-reviewed journals, trade journals, workplace solutions, information circulars, Web and other social media platforms, partner organizations, workshops and conferences, presentations, educational and informational materials, proceedings and media outlets.
5. Identify intermediate outcomes that could potentially occur as a result of the research findings (i.e., knowledge, intervention, recommendations, technology) and related outputs. **Please note:** intermediate outcomes may occur throughout the duration of the research project, a few months after the project concludes, or several years afterward. Including 'projected intermediate outcomes' in the proposal provides the researcher and BWC a mechanism for tracking potential impacts, and guides the follow-up and assessment of impact at a later time, as appropriate. Intermediate outcomes may include, but are not limited to, the development of or a change in policy, citations in scientific literature, adoption of recommendations into training materials, implementation and adoption of a new technology or workplace practice, and the development of a standard or regulation.
6. Outline methods that may be used to capture the potential impact that the research findings (i.e., knowledge, intervention, recommendations, technology) had on improving worker safety and health. For example, what methods could be used to determine whether a stakeholder adopted the recommendations that resulted from this project and in what ways those recommendations had been adopted? Methods of capturing intermediate outcomes may include, but are not limited to, conducting an Internet search to assess who is using a particular output; conducting citation searches; contacting partners and key stakeholders to determine use of research results, project outputs, etc.; assessing sales of new technologies; and reviewing reference lists in new regulations.

Priority Research Focus Areas

The priority research focus areas for the purposes of this program include the following:

- Prevention of injuries among firefighters working for small firefighting divisions;
- Assessing the occupational exposure of firefighters to agents leading to the development of occupational disease;
- Prevention of musculoskeletal disorders, especially those associated with back, shoulder and knee;
- Studying treatment outcomes for back, knee, and particularly, shoulder injuries;
- Prevention of injuries in the wholesale and retail sector;
- Prevention of injuries among construction workers, especially injuries caused by falls on the same level and/or different level;
- Prevention of musculoskeletal disorder injuries in the automotive service sector;
- Development and validation of innovative solutions/methods/tools to quantify the effectiveness and return on investment (ROI) for implementing occupational safety and health and/or ergonomics interventions in the workplace;
- Development of innovative tools to improve occupational safety and health management; and
- Development of innovative tools to improve employees' perception, participation, and commitment to safety in the workplace.

While the above list represents the program priorities, other types of proposals addressing occupational safety and health and reducing accidents and injuries will be accepted for review and evaluation.

Research Focus Areas Excluded from Consideration for Funding in this Cycle (September 2015)

- Proposals addressing issues related to occupational injuries and/or patient handling in the healthcare industry sector. Several proposals in this focus area were funded through the last cycle of funding;
- Proposals that were submitted and were not funded in the last funding cycle that was issued in October 2014;
- Extension/s to research studies that are being funded through the last funding cycle that was issued in October 2014; and
- Extension/s to research studies that are currently ongoing and/or being funded through other funding sources.

Research Proposal Elements and Guidelines

General

Font: Use an Arial, or Times New Roman typeface, a black font color, and a font size of 11 points or larger. (A Symbol font may be used to insert Greek letters or special characters; the font size requirement still applies.)

Type density: Type density, including characters and spaces, must be no more than 15 characters per inch. Type may be no more than six lines per inch.

Paper Size and Page Margins: Use standard paper size (8 ½" x 11). Use at least one-half inch margins (top, bottom, left and right) for all pages.

Figures, Graphs, Diagrams, Charts, Tables, Figure Legends and Footnotes: You may use a smaller type size but it must be in a black font color, readily legible, and follow the font typeface requirement. Color can be used in figures; however, all text must be in a black font color, clear and legible.

Grantsmanship: Use clear language and avoid jargon. If terms are not universally known, spell out the term the first time it is used and note the appropriate abbreviation in parentheses. The abbreviation may be used thereafter.

Appendix(ices): The set of appendices may include publications (no more than 5 submitted or accepted manuscripts and published materials not publicly available), questionnaires, and other detailed information that supplements information provided in the main proposal. Reviewers are not required to evaluate materials in an appendix. Do not put essential Study Plan information in an appendix.

Table of Contents: The table of contents must list at least the major sections designated by Roman numerals "I" through "VII" plus the appendices. Also, the table of contents must list the various elements of the study plan designated by uppercase letters "A" through "D."

Structure of Proposal

Proposals must include the **required** seven major sections described below. Each section must be limited to the number of pages allowed for that section. All tables, graphs, figures, diagrams, and charts must be included within the Study Plan page limit. All proposals must be self-contained within the specified page limits. The completeness check will include checks for page limits. Internet website addresses (URLs) may not be used to provide information necessary to the review because reviewers are not obligated to view the Internet sites. URLs are acceptable in citation listings, the biosketch and the references. Principal Investigators are prohibited from using the Appendix to circumvent page limitations in any section of the proposal for which a page limit applies.

Each proposal must include the following seven section headings designated with Roman numerals:

I. Project Summary/Abstract (Page limit: 2)

This section is meant to serve as a succinct and accurate description of the proposed work when separated from the proposal. State the proposal's broad, long-term objectives and specific aims, making reference to the occupational safety and health relatedness of the project (i.e., relevance to the mission of BWC). Describe concisely the project plan and methods for achieving the stated goals. This section should be informative to other persons working in the same or related fields and insofar as possible understandable to a scientifically or technically literate reader. Avoid describing past accomplishments and the use of the first person. Finally, please make every effort to be succinct. Do not include any proprietary/confidential information.

Relationship to the Review: This Section will be used by BWC and by the reviewers to gain an overview of the proposal before evaluating the budget and the Study Plan.

II. Performance Site(s), Resources and Equipment (Page limit: 3)

Performance Site(s) (organization name, city, state): Indicate the primary site where the work will be performed. If a portion of the project will be performed at secondary sites, identify the secondary site location(s). Include a short description of performance site(s). For each performance site, describe the resources and facilities provided at that site.

Resources: Describe how the scientific environment in which the project will be done contributes to the probability of success (e.g., institutional support, physical resources and intellectual rapport). In describing the scientific environment in which the work will be done, discuss ways in which the proposed studies will benefit from unique features of the scientific environment or subject populations

or will employ useful collaborative arrangements. Describe only those resources that are directly applicable to the proposed work. Provide any information describing the other resources available to the project (e.g., machine shop, electronic shop) and the extent to which they would be available to the project. Describe any special facilities used for working with biohazards or other potentially dangerous substances.

Equipment: List major items of equipment already available for this project and, if appropriate, identify location and pertinent capabilities.

Relationship to the Review: This information is used to assess the capability of the organizational resources available for successful completion of the proposed project. Will the environment in which the work will be done contribute to the probability of success? Are the institutional support, equipment, and other physical resources available to the investigators adequate for the proposed project? Will the project benefit from unique features of the scientific environment, public health environment or subject populations?

III. Key Personnel (Page limit : 2)

Key Personnel are defined as all individuals who contribute in a substantive, meaningful way to the scientific development or execution of the project, whether or not salaries are requested. You should also include individuals with critical expertise even if the effort is minimal in person-months. Other Significant Contributors (OSCs) should also be listed as Key Personnel. OSCs are individuals who have committed to contribute to the scientific development or execution of the project, but are not committing any specified measurable effort (in person-months) to the project. These individuals are typically presented at “effort of zero person-months” or “as needed” (individuals with measurable effort cannot be listed as OSCs). Consultants should be included if they meet either of these definitions.

A biosketch, including Research/Project Support information, will be required for these individuals as this highlights their accomplishments as scientists.

After the Principal Investigator, key personnel should be listed in alphabetical order according the table format provided below. Add a row for each Key Person.

III. Key Personnel (Template)

NAME/TITLE	ORGANIZATION	MAJOR ROLE/S ON PROJECT

Relationship to the Review: In conjunction with Section IV, this information will be used by the reviewers in the assessment of each individual’s qualifications for a specific role in the proposed project, as well as to evaluate the overall qualifications of the project team.

IV. Biographical Sketch(es) (Page limit: 4 pages per biosketch)

Please start each biographical sketch on a new page. **Each biosketch may not exceed 4 pages. See the Biographical Sketch Template at the end of this section.** Complete the educational block at the top of the format page beginning with baccalaureate or other initial professional education, such as nursing,

and include postdoctoral training. For each entry, provide the name and location of the institution, the degree received (if applicable), the month and year the degree was received, and the field of study.

Following the educational block, complete sections A, B, and C as described below.

- A. Positions and Honors.** List in chronological order previous professional/technical positions, concluding with the present position. List any honors. Include present membership on any federal and/or state government public advisory committee.
- B. Selected peer-reviewed publications or manuscripts in press (in chronological order).** You are encouraged to limit the list of selected peer-reviewed publications or manuscripts in press to no more than 15. Do not include manuscripts submitted or in preparation. You may choose to include selected publications based on recency, importance to the field, and/or relevance to the proposed project (note that copies of publicly available publications are not acceptable as appendix material).
- C. Research/Project Support.** List both ongoing and completed (during the last three years) projects. Begin with the projects that are most relevant to the study proposed in this proposal. Briefly indicate the overall goals of the projects and responsibilities of the Key Person identified on the Biographical Sketch.

As part of the biosketch section of the proposal, "Research/Project Support" highlights your accomplishments, and those of your colleagues, as scientists.

Relationship to the Review: In conjunction with Section III, this information will be used by the reviewers in the assessment of each individual's qualifications for a specific role in the proposed project, as well as to evaluate the overall qualifications of the project team. Also, the information will be used by the reviewers to assess how well-suited the project leader and the project team are to conduct this work. For project leaders who are in the early stages of their work in this area, do they have appropriate experience and training and/or will they receive appropriate mentoring and supervision? Have established project leaders demonstrated an ongoing record of accomplishments that have advanced their field(s) of work? If the project is collaborative, do the Key Personnel have complementary and integrated expertise and is the project's leadership approach, governance and organizational structure appropriate?

IV. Biographical Sketch(es) (Template)

BIOGRAPHICAL SKETCH			
NAME		POSITION TITLE	
EDUCATION/TRAINING			
INSTITUTION AND LOCATION	DEGREE <i>(if applicable)</i>	MM/YY	FIELD OF STUDY

RESEARCH/PROJECT AND PROFESSIONAL EXPERIENCE:**A. Positions and Honors****B. Selected peer-reviewed publications or manuscripts in press****C. Research/Project Support****V. Study Plan (Page limit: 15 pages excluding bibliography and references)**

The proposal must follow the study plan elements described below including the page limits for each of these elements. All tables, graphs, figures, diagrams, and charts must be included within the Study Plan page limit. All proposals must be self-contained within specified page limits. The completeness check will include checks for page limits. Internet website addresses (URLs) may not be used to provide information necessary to the review because reviewers are not obligated to view the Internet sites. URLs are acceptable in citation listings in the biosketch and references for reviewers. Principal Investigators are prohibited from using the Appendix to circumvent page limitations in any section of the proposal for which a page limit applies.

The study plan should include the elements/sub-sections designated with uppercase letters as described below.

A. Specific Aims

State concisely the goals of the proposed study and summarize the expected outcome(s), including any intermediate and end outcomes and the impact that the results of the proposed study will have on the field and/or the workers targeted by the study. List succinctly the specific objectives of the study proposed, e.g., to test a stated hypothesis, create a novel design, solve a specific problem, challenge an existing paradigm, improve safety and health of workers, address a critical barrier to progress in the field, or develop new technology. Specific Aims are limited to one page.

B. Study Strategy

Organize the Study Strategy in the specified order and using the instructions provided below. Start each section with the appropriate section heading – Significance, Innovation, Approach. Cite published experimental details in the Study Strategy section and provide the full reference in the Bibliography and References Cited section.

Study Strategy is limited to 14 pages excluding the bibliography and references cited.

1) Significance

- Explain the importance of the problem or critical barrier to progress in the field that the proposed project addresses.
- Explain how the proposed project will improve scientific knowledge, technical capability, and/or safety and health of workers.
- Describe how the concepts, methods, technologies, treatments, services, or preventative interventions that drive this field will be changed if the proposed aims are achieved.

2) Innovation

- Explain how the study challenges and seeks to shift current research or workplace practice paradigms.
- Describe any novel theoretical concepts, approaches or methodologies, instrumentation or interventions to be developed or used, and any advantage over existing methodologies, instrumentation or interventions.

- Explain any refinements, improvements, or new applications of theoretical concepts, approaches or methodologies, instrumentation or interventions.

3) *Approach*

- Describe the overall strategy, methodology, and analyses to be used to accomplish the specific aims of the project. Address how the data will be collected, analyzed and interpreted.
- Identify the target audience groups intended to use the research findings, describe the proposed outputs/products that will be developed to effectively communicate these findings to the target audience(s), describe the methods that will be used to disseminate the research findings and proposed outputs, and specify external partners that will be engaged in the project including their primary role(s).
- Discuss potential problems, alternative strategies, and benchmarks for success anticipated to achieve the aims.
- If the project is collaborative, describe the complementary and integrated expertise of the key personnel and the project's leadership approach, governance and organizational structure.

C. Human Subjects

If activities involving human subjects are planned at any time during the proposed project at any performance site, provide information on the protection of human subjects, even if the proposed project is exempt from Regulations for the Protection of Human Subjects. Provide a one page summary describing the elements and aspects of your institution's Institutional Review Board (IRB) process.

D. Bibliography and References Cited

Provide a bibliography of all references cited in the Study Plan. Each reference must include the names of all authors (in the same sequence in which they appear in the publication), the article and journal title, book title, volume number, page numbers, and year of publication. Include only bibliographic citations. Applicants should be especially careful to follow scholarly practices in providing citations for source materials relied upon when preparing any section of the proposal. Citations that are publicly available in a free, online format may include URLs or PMCID numbers along with the full reference (note that copies of publicly available publications are not accepted as appendix material). The references should be limited to relevant and current literature. While there is not a page limitation, it is important to be concise and to select only those literature references pertinent to the study plan.

Relationship to the Review: This information will be used by the reviewers in the assessment of the project's significance, approach, innovation, and impact on workers. They will also determine appropriateness of the budget based on the Study Plan.

VI. Budget, Personnel Plan and Project Timeline (Page limit: 5 pages)

Personnel: The budget section should include a list of the project team members and the role of each member, with percent of full-time equivalent (FTE) dedicated to the project for each team member within the project duration.

Equipment: The budget section should list each type of equipment to be purchased including hardware and software. A justification narrative will need to be provided to justify the need to purchase the equipment.

Travel: The budget section should include the purpose and cost for travel to be undertaken by members of the project team. A justification narrative will need to be provided to justify the purpose and cost for travel.

An example is provided in the table below:

Personnel					
Name & Degree	Role on Project	Hourly Rate (\$)	First 12 Months (% of FTE)*	Remainder of Project Duration (% of FTE)*	Total (\$)
Add new rows as needed					
Total Personnel					
Equipment					
Equipment Name	Purpose for Equipment	Cost per Item	Number of items	-	Total (\$)
				-	
Add new rows as needed				-	
Total Equipment					
Travel					
Purpose of travel		Cost (\$)	-	-	Total (\$)
		-	-	-	
Add new rows as needed		-	-	-	
Total Travel					
Total additional costs (must be itemized and listed in a separate/supplemental table with justification) (\$)					
Indirect costs (indirect costs must not exceed 18% of the total project cost) (\$)					
Total Project Cost (\$)					

*= Percent of FTE applied to the project during the project duration.

Timeline: A Gantt diagram showing the project time line, the project tasks, and the beginning and end of each project task must be completed and attached to the budget section of the proposal.

VII. Deliverables (Page limit: 3 pages)

This section should describe the type of research deliverables to BWC at the end of the project duration. At a minimum the research team will need to submit a research report summarizing the literature review and findings, the research methods, the research results, discussion of the research results, and conclusions and recommendations. Further, in a separate section, the report will need to address the six elements related to the research-to-practice focus of the program. These elements are described in the Research-to-Practice section at the beginning of this document.

In the recommendations for the dissemination of the research results, findings, and/or outputs, researchers are encouraged to capitalize on some of the existing programs and services administered by BWC and the Division of Safety and Hygiene including: The Ohio Safety Congress and Expo, the Ohio Safety Councils Program, BWC Safety Consulting Services, BWC Safety Education and Training Services, BWC Library and Resource Center, Public Employment Risk Reduction Program and OSHA On-Site Program.

Proposal Review Criteria and Scoring System

The proposals will be reviewed and scored by researchers from NIOSH and Safety/Ergonomics/Industrial Hygiene experts from BWC. Reviewers are required to evaluate each proposal using the following review criteria and scoring system:

Review Criteria Influencing the Score

Reviewers are instructed to score the proposal based on the following criteria, weighing the criteria as they deem appropriate for each proposal:

- Significance
- Project Officers and Key Personnel
- Innovation
- Approach
- Impact on Workers
- Performance Site(s), Resources, and Facilities

The proposal does not need to be strong in all categories to be judged likely to make a major contribution and thus deserve a good overall scientific/technical score. For example, a Principal Investigator may propose to carry out important work that by its nature is not innovative but is essential to move a field forward. The reviewers will consider the following questions when assessing the strengths of the proposal in each of the areas:

1. **Significance:** Does the project address an important problem or a critical barrier to progress in the field? If the aims of the project are achieved, how will scientific knowledge, technical capability, and/or the safety and health of workers improve? How will successful completion of the aims change the concepts, methods, technologies, services, or preventative interventions that drive this field?
2. **Project Officers and Key Personnel:** Is/are the project leader(s) well-suited to conduct this work? For project leaders who are in the early stages of their work in this area, do they have appropriate experience and training and/or will they receive appropriate mentoring and supervision? Have established project leaders demonstrated an ongoing record of accomplishments that have advanced their field(s) of work? If the project is collaborative, do the

key personnel have complementary and integrated expertise and is the project's leadership approach, governance and organizational structure appropriate?

3. **Innovation:** Is a refinement, improvement, or new application of concepts or approaches proposed? Does the proposal challenge and seek to shift current research or workplace practice paradigms by utilizing novel concepts or approaches? Does the project address a recently recognized critical barrier to progress in the field or take unique or significant advantage of the results from a recent project?
4. **Approach:** Are the overall strategy, methodology, and analyses well-reasoned and appropriate to accomplish the specific aims of the project? Are potential problems, alternative strategies, and benchmarks for success presented? If the project is in the early stages of development, will the strategy establish feasibility and will particularly risky aspects be managed? If an intervention project, does the proposal have an appropriate evaluation plan? Does the Principal Investigator include appropriate partners throughout the project and are their roles well-defined?
5. **Impact on workers:** Does the Principal Investigator describe how the expected activities or findings, e.g., knowledge, interventions, or technologies, will plausibly lead to a safer, healthier, workforce in either the near- or long-term? Does the Principal Investigator describe who will benefit from the project activities? If needed, does the Principal Investigator include appropriate partners and/or stakeholders in the project activities to help ensure successful transfer of the findings to the end users/intended audience?
6. **Performance sites, resources and facilities:** Will the environment in which the work will be done contribute to the probability of success? Are the institutional support, equipment and other physical resources available to the investigators adequate for the project proposed? Will the project benefit from unique features of the scientific environment, public health environment or subject populations?

Additional review consideration not influencing the score: The reasonableness of the proposed budget and the requested period of support in relation to the proposed work will be assessed. The scientific/technical merit score should not be affected by the evaluation of the budget.

The reviewers will utilize the scoring definitions provided in the table below (adapted from the National Institutes of Health).

Scoring Definitions

Overall Merit	Score	Descriptor	Additional Guidance on Strengths/Weaknesses
High	1	Exceptional	Exceptionally strong with essentially no weaknesses
	2	Outstanding	Extremely strong with negligible weaknesses
	3	Excellent	Very strong with only some minor weaknesses
Medium	4	Very good	Strong but with numerous minor weaknesses
	5	Good	Strong but with at least one moderate weakness
	6	Satisfactory	Some strengths but also moderate weaknesses
Low	7	Fair	Some strengths but with at least one major weakness
	8	Marginal	A few strengths and a few major weaknesses
	9	Poor	Very few strengths and numerous major weaknesses
Minor weakness: An easily addressable weakness that does not substantially lessen the overall merit of the work. Moderate weakness: A weakness that lessens the overall merit of the work Major weakness: A weakness that severely limits the overall merit of the work			

Contractual Requirements

Because BWC is an executive agency of the State of Ohio, certain requirements and restrictions apply to grants from BWC including:

Financial and Trade Secret Information: All proposals submitted to BWC are subject to public information requests. Any information submitted with the proposal, which the principal investigator feels is a trade secret as that term is defined in Ohio Revised Code, Sect. 1331.61 or financial or commercial information under Ohio Revised Code, Sect. 122.36, must be conspicuously designated as "Confidential." It is the sole responsibility of the principal investigator to conspicuously mark such items as a trade secret or financial or commercial information. If any information in the proposal is to be treated as a trade secret or financial or commercial information, the proposal must include a cover letter stating that the proposal contains such information with an explanation of the basis for claim of confidentiality, including any statute exempting the information from disclosure as a public record. Any claim of confidentiality is waived unless this requirement is met. The letter must list each page that contains such information and the number of occurrences of such information on that page. Additionally, in the body of the proposal, the principal investigator must identify each and every occurrence of the information within the proposal with an asterisk before and after each line containing trade secret information and underline the trade secret information itself. Any proposal that claims that the entire contents of the proposal are confidential will result in the disqualification of that proposal.

BWC will make the final determination whether the information so marked is exempt from disclosure as an exception to the Ohio Public Records Act. After a contract is awarded, if BWC determines that the information provided by any responder appears not to be exempt and may be released upon a proper request, the contractor will be advised of BWC's intent to release the information.

BWC has the authority and responsibility to protect trade secrets and other financial or commercial information. In the event that the materials or data submitted are deemed to consist of trade secrets or other financial or commercial information, as defined by the Ohio Revised Code, Sect. 1333.61 and as

set forth in Ohio Revised Code, Sect. 1555.01, then only those portions of the document can be protected from disclosure by BWC and duly noted as such.

The public abstract (Section I) must not contain any trade secret or financial or commercial information.

Ohio Elections Law: Contractor hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of Ohio Revised Code, Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of Ohio Revised Code, Section 3517.13.

Conflicts of Interest and Ethics Compliance Certification: Contractor affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under any resulting Contract. In addition, Contractor affirms that a person who is or may become an agent of Contractor, not having such interest upon execution of this Contract shall likewise advise BWC in the event it acquires such interest during the course of this Contract.

Contractor agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with BWC, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to BWC or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

Non-Discrimination and Equal Employment Opportunity: The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code, Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, for any contract in the amount of \$2,500.00 or more, Contractor must submit an Affirmative Action Program Verification Form to the DAS Equal Opportunity Division to comply with the Ohio affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by contacting the Equal Opportunity Department or viewing the Equal Opportunity Department's web site:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>

The State encourages the Contractor to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

Workers' Compensation: The Contractor warrants that the contractor and agents are covered by workers' compensation and shall remain covered during the term of the contract. The Contractor is responsible for ensuring contractually that any subcontractors maintain workers' compensation insurance at all times during the term of the contract. Failure to maintain coverage at any time during the term of any contract shall be deemed a material breach of the contract. Such failure shall deem the contract voidable in its entirety at BWC's sole discretion.

If it is discovered after the contract has been awarded, that the Contractor was not in compliance with Ohio law requiring participation in the workers' compensation system on the date the contract was awarded, the contract will be declared "void ab initio." BWC will not pay for any services rendered or

goods delivered under the contract and the Contractor must immediately repay to BWC any funds paid under this Contract.

Offshore Provision of Services Prohibited – Executive Order Requirements and Related Termination / Sanction / Damages Provisions: 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 available at the following website: <http://procure.ohio.gov/pdf/EO201112K/EO201112K.pdf>

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 that is outside of the United States.

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 one percent (1%) 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.

Submission of Proposals

Proposals must be submitted in electronic format by 5:00 pm on November 23, 2015. Send an electronic version of the proposal as an attachment in MSWord file format or pdf file format to the following email address: BWCResearchProgram@bwc.state.oh.us. If you have questions, please feel free to contact us at 614-466-5109.

Include the following information in the cover/title page (first page) for the proposal as well as in the body of the email:

Study title:

Name of sponsoring institution:

Name and affiliation of the principal investigator:

Email address of the principal investigator:

Telephone number of the principal investigator:

Address of the principal investigator at the sponsoring institution: