

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE  
AMENDMENT NO. 1

TO: LIMITED DISTRIBUTION - THE OHIO DEPARTMENT OF HEALTH  
FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES  
SUBJECT: COMPETITIVE SEALED PROPOSAL - RAPE PREVENTION EDUCATION STATEWIDE EVALUATOR

Attached are pages 1 – 10 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

As a result of mutual agreement between the state of Ohio and the contractor, this amendment is issued to renew the subject contract an additional 12 months, effective 11/01/10 through 10/31/11; To indicate a modification to the Contract expiration date resulting from a mutual agreement for a 12 month renewal, through October 31, 2011 and reduce to writing the negotiated contract deliverables for the renewal period.

All other prices, terms and conditions remain unchanged.

Dana L. King, CPPB  
dana.king@das.state.oh.us

This Amendment, the Contract and any additional Amendments thereto are available from the DAS Web site at the following address:



<http://www.ohio.gov/procure>

Affected Contractor(s):

0000174117  
Sandra Ortega Consulting  
57 E. Main Street  
Westerville, OH 43081

E-Mail: [Ortega.12@osu.edu](mailto:Ortega.12@osu.edu)



STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

**REQUIREMENTS CONTRACT: RAPE PREVENTION EDUCATION STATEWIDE EVALUATOR**

CONTRACT NUMBER: CSP903010

EFFECTIVE DATES: 10/01/09 TO 10/31/10  
Renewal through 10/31/11

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP903010 that opened on August 19, 2009. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Health as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

Questions regarding this and/or the Services Contract may be directed to:

Dana King, CPPB  
dana.king@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:



<http://www.ohio.gov/procure>

\*  
 Title: Rape Prevention Education Statewide Evaluator  
 RFP Number: CSP903010  
 Index Number: DOH010  
 UNSPSC Number: 86000000  
 OAKS Item Number: 16613

COST SUMMARY – Initial Term (10/01/09 – 10/31/10)

There will be no additional reimbursement for travel or other related expenses not included in the Not to Exceed Cost. The State will not be liable for any costs the Offeror does not identify in its Proposal.

DESCRIPTION	COST
Budget narrative and budget costs to provide services for Project Name as identified in the Scope of Work, Attachment One, Part One. Give specific costs as requested below.	
<u>Phase One</u>	
Assess the program evaluation needs and resources of the SADVPP staff and at least three SADVPP-funded agencies.	\$14,000.00
Create, conduct and facilitate one unique and specific training to develop and increase asset-based individual and organizational program evaluation capacity by “meeting the agency staff where they are” or building on existing strengths.	\$5,375.00
Facilitate and assist in the development of a program evaluation plan that is feasible, cost effective and directly relevant to the primary prevention of sexual assault, based on the agency’s resources. At the state level, this includes a plan for developing SMART objectives with measurable results and data analysis once a collection plan is established.	\$7,125.00
Establish a plan for collecting process and outcome data that will provide evidence about the relative success of program objectives, with an emphasis on evaluation of primary prevention efforts.	\$2,500.00
<u>Phase Two</u>	
Assist the statewide SADVPP program with implementation and analysis of the program evaluation as established in Phase One.	\$6,250.00
Assist three local SADVPP funded agencies, as previously assessed, with the implementation and analysis of program evaluation.	\$8,500.00
Provide a plan for additional training and technical assistance for up to eighteen additional local funded agencies.	\$25,250.00
Offeror’s Total “Not to Exceed Cost” for Phases One and Two	\$69,000.00
<u>Additional Cost</u>	
Provide training and technical assistance each additional locally-funded agency. (This cost item is dependent upon availability of funds and could be requested for up to 18 local agencies).	\$34,200.00
Offeror’s Total “Not to Exceed Cost” for Phase One, Phase Two, and the cost of eighteen (18) additional trainings to local agencies.	\$103,200.00

\* Indicates the addition of the Contract Requirements and pages 3 through 10 for the renewal term through October 31, 2011.

MUTUALLY AGREED UPON CLARIFICATIONS AND MODIFICATIONS (including the final negotiations which concluded on July 27, 2010).

1. The general Terms and Conditions for the Contract are contained in Attachment Three of the RFP for Project. The Contract consists of:
  - a. The original RFP and any addendums.
  - b. The documents and materials incorporated by reference in the RFP.
  - c. The Contactors' Proposals, as amended, clarified, and accepted by the State.
  - d. The documents and materials incorporated by reference in the Offerors' Proposal and subsequent accepted clarifications.
  - e. Any related amendments issued subsequent to Contract award.
2. The ODH and the Contractor shall notify the DAS, Office of Procurement Services within ten (10) business days in the event of a change in personnel, financial, or contact information.
3. At the end of the initial term, the term of the Contract will be from the award date through October 31, 2010. The State may solely renew this Contract at the discretion of the Department of Administrative Services for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Department of Administrative Services. The State may renew this Contract for three (3) additional one (1) year periods. The State may renew all or part of this Contract, and may allow renegotiation of terms prior to each renewal, subject to the satisfactory performance of the Contractor and the needs of the State. The cumulative time of all mutual renewals may not exceed three years and are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium.
4. EXECUTIVE ORDER REQUIREMENTS. The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland 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 URL address: <http://www.governor.ohio.gov/Default.aspx?tabid=1495>.

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

- a. TERMINATION, SANCTION, DAMAGES. If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

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

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

5. **PHASE TWO GOAL:** To provide technical assistance and training for the implementation of the evaluation tools for the RPE Unit Staff at the State Level. There are three (3) primary activities assigned to Phase 2. The tasks and their associated responsibility matrices are as follows:
- a. Assist State Level RPE Team in building clear RFP Guidance and Assessment Protocols for the Competitive Grant Application which integrates state level evaluation capacity building efforts from Phase 1 of the project (completed in the initial term of the Contract).
  - b. Continue support at the State Level to establish a plan for collecting process and outcome data that will provide evidence about the relative success of program objectives, with an emphasis on evaluation of primary prevention efforts.
  - c. Complete initial evaluation capacity building work with the three Local Level Pilot Sites and build Lessons Learned to extend to the additional 18 sites.

PHASE 2 ACTIVITY ONE: Assist State Level RPE Team in building clear RFP Guidance and Assessment Protocols for the Competitive Grant Application which integrates state level evaluation capacity building efforts from Phase 1 of the project. .			
EVALUATION TASK	PERSON RESPONSIBLE	METHODS	COMPLETION DATE/ # OF HOURS
Meet with ODH staff to review current methodology & guidance for the Competitive Grant Application Process.	Ortega/DOH Staff	Face to Face Meeting or Conference Call, electronic meeting	8 Hours
Integrate SMART objectives, logic model guidance, evaluation capacity and measures into the Competitive Grant Application.	Ortega/DOH Staff/Site Staff	Draft of new guidance. Review by site staff in Phase I and RPE Team	45 Hours
TTA Follow-up on Use	Ortega	Check in with RPE Team to determine usefulness & feedback to determine additional TTA needed. Electronic or conference call	7 Hours
MILESTONE:	Accepted Final Draft of new Competitive Grant Application by RPE Team		

<b>PHASE 2 ACTIVITY TWO:</b> Continue support at the State Level to establish a plan for collecting process and outcome data that will provide evidence about the relative success of program objectives, with an emphasis on evaluation of primary prevention efforts.			
EVALUATION TASK	PERSON RESPONSIBLE	METHODS	COMPLETION DATE/ # OF HOURS
Finalize evaluation monitoring tools for RPE Team to integrate into practice & protocols	Ortega/DOH Staff	Tool Kit with Checklists creation either electronic or paper/pencil	7 Hours
Create accompanying web-based tools to assist in data storage and retrieval	Ortega/DOH Staff	Electronic Evaluation Tools: based on software capacity that can be shared by sites & ODH	13 Hours
<b>MILESTONE:</b>	Creation of on-line toolkit for evaluation monitoring & Menu of TTA on Evaluation Tools to be included in tool kit.		
<b>PHASE 2 ACTIVITY THREE:</b> Complete initial evaluation capacity building work with the three Local Level Pilot Sites and build Lessons Learned to extend to the additional 18 sites.			
Evaluation Task	Person Responsible	Methods	Completion Date/ # of Hours
Complete initial evaluation capacity building work with Pilot Sites	Ortega/DOH Staff	F/F and electronic TTA to shore up work that was started in Phase I.	40 Hours
<b>MILESTONE:</b>	Completion of the Initial Evaluation Plan with Pilot Sites		

6. **PHASE THREE GOAL - LOCAL LEVEL ASSISTANCE:** Assist up to 21 local SADVPP funded agencies with completing the primary prevention assessment to determine evaluation capacity building needs.
  - a. Develop individual evaluation plans in collaboration with the 21 local SADVPP funded agencies that include specific evaluation needs, action plans for building capacity and timelines for building evaluation capacity.
  - b. Provide a plan for additional training and technical assistance for up to eighteen additional local funded agencies and continue work with the 3 Pilot Sites to further increase their capacity based on Primary Prevention Capacity Assessment results and subsequent evaluation plan.
  - c. Provide individual training and technical assistance to each locally funded agency.

PHASE 3 ACTIVITY 1: Develop individual evaluation plans in collaboration with the 18 local SADVPP funded agencies that include specific evaluation needs, action plans for building capacity and timelines for building evaluation capacity.			
EVALUATION TASK	PERSON RESPONSIBLE	METHODS	COMPLETION DATE/ # OF HOURS
Finalize Primary Prevention Assessment and Assess 18 Additional Sites	Ortega/Site Staff	Create Web-based Assessment Tool to increase user friendliness and easy retrieval for RPE Team Review	12 Hours
Create Webinar for PP Assessment	Ortega/DOH Staff		28 Hours
<u>MILESTONE:</u>	Completion of Primary Prevention Assessment by each site & Webinar Guidance for Using the Primary Prevention Assessment		
PHASE 3 ACTIVITY 2: Provide a plan for additional training and technical assistance for up to 18 additional local funded agencies and continue work with the 3 Pilot Sites to further increase their capacity based on Primary Prevention Capacity Assessment results and subsequent evaluation plan.			
Create TTA Plan based on Primary Prevention Assessment Findings	Ortega/DOH Staff/Site Staff	Word, Face to Face or electronic communication	2 Hours per site x 18 36 Hours
Create TTA Tool kits based on Site Primary Prevention Assessment	Ortega	Word with Electronic Transfer for Review and Comment by Site Staff	80 Hours
Schedule TTA	Ortega/ODH/Site Staff	Via web-based scheduler such as meeting wizard	4 Hours
<u>MILESTONE:</u>	Completion of the Initial Evaluation Plan with Pilot Sites & TTA Schedule for remainder of the grant period		

PHASE 3 ACTIVITY 3: Provide individual training and technical assistance to each locally funded agency.			
EVALUATION TASK	PERSON RESPONSIBLE	METHODS	COMPLETION DATE/ # OF HOURS
Review TTA Requirements for sites and sort sites by comparative needs	Ortega/ODH Staff	Compare & create matrix of program evaluation methods & strategies	20 Hours
Create/fine tune TTA for specific PE methods implemented by sites	Ortega	Web-based training modules, tool kits or FF TTA based on needs/level of support required	65 Hours
Create TTA Toolkit based on Needs Level: Low Capacity, Intermediate Capacity, High Capacity	Ortega/ODH Staff	Web-based training modules, tool kits or FF TTA based on needs/level of support required	110 Hours
Follow-up with sites to determine usefulness of TTA & tool implementation	Ortega/ODH Staff	Electronic Survey with Follow-up calls to determine use Analyze data and write up report	9 Hours
Determine Additional TTA needs based on Follow-up	Ortega/ODH Staff/Site Staff	Electronic communication	4 Hours
Report Findings to ODH to determine next steps	Ortega	F/F or phone conference with ODH, electronic submission of report	6 Hours
Offer Additional TTA based on Findings of Follow up	Ortega/ODH Staff	FF (by region if possible) or web-based workshop based on needs of sites	26 Hours
<b>MILESTONE:</b>	TTA Evaluation Capacity Report based on re-assessment & follow up		

COST SUMMARY

DESCRIPTION Budget narrative and budget costs to provide services for Project Name as identified in the Scope of Work, Attachment One, Part One. Give specific costs as requested below.	COST
Phase Two	
Assist State Level RPE Team in building clear RFP Guidance and Assessment Protocols for the Competitive Grant Application which integrates state level evaluation capacity building efforts from Phase 1 of the project.	\$7,500.00
Continue support at the State Level to establish a plan for collecting process and outcome data that will provide evidence about the relative success of program objectives, with an emphasis on evaluation of primary prevention efforts.	\$2,500.00
Complete initial evaluation capacity building work with the three Local Level Pilot Sites and build Lessons Learned to extend to the additional 18 sites.	\$5,000.00
Total to complete Phase Two	\$15,000.00
Phase Three Local Level Assistance: Assist up to 21 local SADVPP funded agencies with completing the primary prevention assessment to determine evaluation capacity building needs.	
Develop individual evaluation plans in collaboration with the 21 local SADVPP funded agencies that include specific evaluation needs, action plans for building capacity and timelines for building evaluation capacity.	\$5,000.00
Provide a plan for additional training and technical assistance for up to eighteen additional local funded agencies and continue work with the 3 Pilot Sites to further increase their capacity based on Primary Prevention Capacity Assessment results and subsequent evaluation plan.	\$15,000.00
Provide individual training and technical assistance to each locally funded agency. (This cost item is dependent upon availability of funds and could be requested for up to 18 local agencies).	\$30,000.00
Total to complete Phase 3 Costs	\$50,000.00
Offeror's Total "Not to Exceed Cost" Phase Two and Three (cost of 18 additional trainings to local agencies).	\$65,000.00

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000174117  
Sandra Ortega Consulting  
57 E. Main Street  
Westerville, OH 43081

CONTRACT NO.: CSP902010-1 (10/31/11)

TERMS: Net 30 Days

CONTRACTOR'S CONTACT:

Dr. Sandra Ortega  
57 E. Main Street  
Westerville, OH 43081

Phone: (614) 898-0070  
Fax: (614) 898-0070  
E-Mail: [Ortega.12@osu.edu](mailto:Ortega.12@osu.edu)

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	09/29/10	To indicate a modification to the Contract expiration date resulting from a mutual agreement for a 12 month renewal, through October 31, 2011 and reduce to writing the negotiated contract deliverables for the renewal period.