Request for Proposals: Evaluator to Conduct Addiction Treatment Pilot Program Evaluation

Request for Proposal Number: **MHA14134**
Request for Proposal Issued: **August 1, 2013**
Request for Proposal Due: **August 20, 2013 by 5:00 PM**

1. INTRODUCTION

1.1. Overview

To submit a proposal to provide the requested services, you must comply with the instructions contained in this document as well as the requirements stated in the Scope of Work (SOW) and Applicant Response Guidelines.

This is a fixed price contract for up to $200,000 for program evaluation services only. By submitting a proposal, you agree to the terms and conditions stated in this Request for Proposal (RFP).

The electronic proposal due date is August 20, 2013 by 5:00 PM EST. Responses to this RFP must be submitted to the Ohio Department of Mental Health and Addiction Services (OhioMHAS) via email attachment to OhioMHASBidOpportunity@mha.ohio.gov. Late submissions will not be accepted.

1.2. Key Dates

Applicants are advised of the key dates and times shown below and are expected to adhere to them. All times noted in this document are based on Eastern Standard Time (EST).

Event	Date, Time
RFP Posted	August 1, 2013
Proposals Due	August 20, 2013; 5:00 PM EST
Contract awarded	August 30, 2013
Project Kick-Off Meeting	January 9, 2014
Quarterly Progress Reports	Quarterly
Interim Evaluation Report	June 30, 2014
Final Evaluation Report	June 30, 2015

1.3. Contact

All questions must be submitted in writing via the State of Ohio Office of Procurement web portal (Procedure.ohio.gov). No questions will be accepted by telephone.

2. SCOPE OF WORK

2.1 Statement of Purpose

The purpose of this RFP is to obtain the professional services of a research entity, either an individual or an organization (hereafter "Applicant"), to develop and conduct a program evaluation of a drug court pilot program.

As part of the state of Ohio biennial budget the Ohio legislature granted funds to conduct a pilot program to provide addiction treatment, including medication-assisted treatment, to persons who are offenders within the criminal justice system, eligible to participate in a certified drug court program, and selected to be participants in the pilot program because of their dependence on opioids, alcohol or both. The Ohio Department of Mental Health and Addiction Services (OhioMHAS) received $5 million and serves as the designated entity to conduct and support these pilot programs. There will be a minimum of five pilot drug court sites throughout Ohio with a maximum of 500 individuals at one time.

As required by section 327.120 of Am.Sub.HB59, OhioMHAS will select a nationally recognized research entity to design and conduct the program evaluation. The research entity will collect performance measures as a part of the evaluation plan that reflect the purpose of the pilot program, which is to address participants' dependence on opioids, alcohol, or both, by maintaining abstinence from use of those substances and reducing recidivism.

As stated in section 327.120 the research entity must comply with the requirements of and cooperate with OhioMHAS and designated pilot project sites in completing the program evaluation. The designated research entity must provide evaluation plan results in the form of an interim evaluation report by June 30, 2014 and a final evaluation report at the end of the pilot project. Evaluation plan results will be submitted to OhioMHAS.

2.2 Background

OhioMHAS is the State of Ohio agency that provides statewide leadership in establishing high quality addiction prevention, treatment, and recovery services for Ohioans. The legislature of the State of Ohio has designated OhioMHAS to lead a collaborative process for developing and supporting an addiction treatment pilot program (ATP) in counties throughout Ohio. Through cooperative agreement with certified drug court programs, OhioMHAS will implement addiction treatment pilot programs in certified drug courts that enable Ohioans to access effective addiction treatment and recovery services while involved with the court.

2.3 Project Tasks and Deliverables

Using the Applicant's experience, the Applicant shall submit, as part of the proposal, a detailed explanation of the approach for developing and implementing the evaluation plan, a work plan, and

timeline as proposed by the Applicant that best meets the needs and objectives as outlined in this RFP. The actual deliverables will be agreed upon with the selected Applicant.

Conduct an evaluation of Ohio's ATP program which will include the following:

Phase 1:

1. Written evaluation plan addressing the items under "Detailed Requirements" section due by August 20, 2013.
2. Submission of quarterly evaluation progress reports (Form 618) and quarterly fiscal reports (Form 619).
3. Interim report on the annual evaluation results and interpretation of those results due by June 30, 2014.

Phase 2:

1. Final written evaluation report and interpretation of those results due by June 30, 2015.

2.4 Detailed Requirements

The primary goal of the program evaluation is to assess the impact outcomes for the ATP program on participants. The successful applicant will conduct a program evaluation for the course of the ATP program.

The ATP program evaluation shall assess the ATP program's impact on participants':

a. Substance use
b. Criminal justice involvement and recidivism
c. Service utilization
d. Treatment retention
e. Employment
f. Sober housing
g. Mental health
h. Physical health
i. Legal and social problems including arrests, convictions, and commitments to state prisons, sentences to county jails
j. Treatment satisfaction
k. Treatment program completion
l. Drug Court completion

Additionally, the evaluation shall assess the barriers and facilitators to implementing and sustaining the ATP program in certified Drug Courts. Process measures for the programs shall include number of participants, number of treatment completers, number of Drug Court completers, services delivered, and local court policies and procedures changed. A cost-efficiency analysis shall also be included. This analysis will provide the State of Ohio with information regarding whether the program investment yields savings over time and compared to the status quo.

The following elements are required for the evaluation:

1. Aims of the evaluation, including proposed key evaluation outcomes questions

2. Evaluation framework to assess the aims (e.g., performance measures, context, process, outcomes) and performance measures

3. Evaluation methods including:

    - Study Design: Describe the study design, including both qualitative and quantitative components when appropriate. For quantitative analysis, the use of comparison or control groups or designs that assess change over time (pre-post) is suggested to enhance the validity of the findings.

    - Study population: Describe the population to be included in the evaluation. Specify inclusion and exclusion criteria for participation in the evaluation, and the recruitment strategy. Include in this section any proposed incentives.

    - Data sources and data collection methods: Describe the data collection approach to answer key evaluation questions, which may include implementing surveys, analysis of existing datasets, interviews, etc...

    - Data analysis: Describe the analytic methods that will be used including sample size.

2.5 Interim and Final Evaluation Results Report Content

The following elements are required for the evaluation results reports that shall be submitted to OhioMHAS on June 30, 2014 (interim report) and June 30, 2015 (final report):

1. Updates or changes to evaluation plan (if any).
2. Progress on the evaluation (e.g. describe data collection efforts underway) and any issues encountered while conducting the evaluation (to be included in the interim evaluation report).
3. Results and interpretation of those results.
4. Implications of the evaluation findings for further program implementation and adaptation.

2.6 Contract Completion Criteria

This contract will be considered complete when the OhioMHAS ATP program manager has approved and accepted all assigned deliverables.

2.7 Project Assumptions and Constraints

- Any modifications to tasks within this contract will be defined, documented and mutually agreed upon by the Applicant and the OhioMHAS ATP program manager prior to starting work on the modified task. Amendments to the contract for tasks are limited to an extension of time for project completion.

- The OhioMHAS ATP project manager reserves the right to renegotiate the services deemed necessary to meet the needs of this project according to OhioMHAS priorities. OhioMHAS and the Applicant must mutually agree to all changes. Renegotiated services outside the scope of the original contract will require posting of opportunity.
- OhioMHAS and the Applicant are mutually obligated to keep open and regular channels of communication in order to ensure the successful execution of this contract. Both parties are responsible for communicating any potential problem or issue to the Deputy Director of the OhioMHAS Office of Quality and Planning within three business days of becoming aware of the problem.

2.8 Contract Engagement Period

The term of this contract is from the date of purchase order through June 30, 2015.

2.9 Award and Funding Announcement

It is anticipated that the funding decision and award will be made by August 30, 2013. Once awarded, applicants will have approximately 30 days from the date of the purchase order to commence evaluation activities.

2.10 Conditions

The Department reserves the right to reject, in whole or in part, any and all proposals where the Department, taking into consideration factors including, but not limited to, cost and the results of the evaluation process, and has determined that the award would not be in the best interest of the Department.

Applicant will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for his/her self and any personnel, including but not limited to: Federal, State, and local income taxes, social security, unemployment or disability deductions, withholdings, and payments.

2.11 Questions/Inquiries

Questions should be asked via the State of Ohio Procurement Services web portal (procure.Ohio.gov).

3. APPLICANT RESPONSE GUIDELINES AND CONTENT

3.1. Proposal Format

All proposals must be typed, doubled-spaced and should not exceed ten (10) pages, not including appendices. Applicants are required to number all pages. Proposal must be submitted using a font with a 12-point pitch. Applicants are expected to adhere to the page limits noted in each section below. Information exceeding the page limits will not be reviewed.

The response to this RFP shall contain the following sections in the following order:

Cover Letter
Abstract

Background and Experience
Project Staffing and Organization
Technical Proposal
Budget Proposal
Other Required Documentation (see section 3.8)

One electronic copy of the RFP must be submitted to OhioMHASBidOpportunity@mha.ohio.gov by 5:00 PM EST on August 20, 2013. Proposals submitted in response to this RFP must include the information noted in Sections 3.2–3.8 below.

3.2. Cover Letter

Include a cover letter with the following information (maximum of one page; does not count toward page limit):

- Applicant's name, mailing address, telephone number and website
- Name, telephone number, and email address of a contact person
- Title of this solicitation
- Submission date of the Proposal
- Applicant's total Proposal amount
- Signature of an individual authorized to enter into contracts for the Applicant

3.3. Abstract

The Abstract will consist of a summary of the highlights contained in the proposal and will be a maximum of one page, which does not count toward page limit.

3.4. Program Evaluation Background and Experience

This section will include background information on the applicant's organization and shall give details of experience with similar projects, placing a particular emphasis on evaluating programs designed to reduce dependence on Opioid, alcohol, or both. ***Samples of work performed by the applicant related to previously implemented projects must be submitted.***

3.5. Project Staffing and Organization

This section must include the proposed staffing, deployment, and organization of personnel to be assigned to this project. At any point after contract award, staffing changes can be made through the mutual consent of the selected Applicant and the ATP program manager.

The applicant shall provide information as to the qualifications and experience of all key personnel to be assigned to this project, including resumes citing experience with similar projects with a particular emphasis on evaluation of addictions treatment and evaluations of programs designed to reduce dependency on Opioids, alcohol, or both and the responsibilities to be assigned to each person.

3.6. Technical Proposal

The Technical Proposal shall address the applicant's project plan and work methods that will be utilized to implement the scope of work outlined in Section 2.

3.7. Budget Proposal

Please provide a budget in the following categories and include a budget narrative that specifies each resource that will be assigned to a task, including the resource's hourly rate, the estimated number of hours that the resource is expected to expend on the task, and the extended rate for that resource on that task. The proposed budget must include all of the Applicant's expenses, including all travel expenses and incentive payments for participants if any. All travel must be at state of Ohio rate. Proposed budget shall indicate amounts per State fiscal year (FY 2014= 7/1/13-6/30/14; FY 2015= 7/1/14-6/30/15).

3.8 Other Required Documentation

Contract
Business Associate Agreement
Required Certification for Bidding
Standard Affirmation and Disclosure form
Controlling Board Vendor Questions
Vendor Information form

4. SELECTION PROCESS

All proposals will be reviewed for responsiveness to the requirements of the RFP. Incomplete Proposals will not be considered.

- Content, depth of experience and grasp of evaluation of addiction treatment for opioids, alcohol, or both; and familiarity with criminal justice systems and drug courts (Weight: 30 points)
- Proposed evaluation work plan, and capacity to provide evaluation services and overall value to the OhioMHAS ATP program and the citizens of the State of Ohio. (Weight: 40 points)
- Competency and qualification of staff (30 points)

Proposal evaluation possible points: 100

Each applicant shall demonstrate in its proposal that the applicant, its management and employees are experienced and competent and that it has the background and training to perform the services required by this RFP. Award of a contract to one applicant does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the OhioMHAS ATP program. If sub-contracting is proposed, please be explicit regarding the contractor, purpose of the contract, deliverables, and cost.

5. OHIOMHAS PROCUREMENT GUIDELINES

The Applicant is responsible for all costs associated with submitting the response to this RFP. In the event the RFP is withdrawn, OhioMHAS shall not assume any responsibility for time, effort or materials consumed by the Applicant prior to contract award.

Any materials submitted will become the property of OhioMHAS.

If OhioMHAS finds it necessary to supplement, modify or interpret any portion of the proposal specifications or documents during the procurement period a written addendum will be posted at: the State of Ohio Procurement Services web portal (procurement.ohio.gov). It is the responsibility of the respondent to be aware of any addenda that might affect the submitted proposal.

Proposals that do not meet the requirements specified in this RFP will be considered nonresponsive. In the best interest of OhioMHAS, the Department reserves the right to reject any and all proposals or waive any irregularity or technicality in proposals received.

6. ADMINISTRATIVE PROCEDURES

1. All contracts are subject to review by OhioMHAS Legal Counsel, and funding will be awarded upon issuance of purchase order, which is dependent upon signing of an agreement or contract which outlines terms, including termination agreements, scope, budget and other necessary items.

2. OhioMHAS reserves the right to terminate an agreement if the contractor who is awarded the contract (i) has not fully complied with the terms and conditions of the contract; (ii) to protect the purpose and objectives of the State's ATP Program; or (iii) to comply with any law, regulation, or condition applicable to OhioMHAS.

Ohio Department of Mental Health and Addiction Services
Personal Service Contract

SECTION A: CONTRACT PARTIES

This contract is entered into between the Ohio Department of Mental Health and Addiction Services on behalf of the following:

Name of Hospital, Division, or Other Entity	Address (Street, City, State, Zip)
Office of Quality and Planning	30 East Broad Street, Columbus, OH 43215

AND:

Name of Contractor	Address (Street, City, State, Zip)	OAKS Vender ID	Add. Cd.

SECTION B: EFFECTIVE DATES

This contract is effective from **August 20, 2013** through **June 30, 2015**

SECTION C: ODMHAS Coding

Bus. Unit	Fund	Account	ALI	Dept ID	Program	Grant/Project	Project	Reporting	Agency Use
DMH01	GRF	518001	335504	DMH111110	4221C				

Personal Service Contract

I. STATEMENT OF WORK

a. Contractor shall undertake the work and activities set forth in the Scope of Work, which is attached hereto as Exhibit I, and incorporated by reference as if fully written herein. Contractor shall consult with Ohio Department of Mental Health and Addiction Services (ODMHAS) personnel and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

b. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or ODMHAS. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business.

c. Contractor shall furnish professional services performed in accordance with standards necessary for the satisfactory performance of the work hereunder. ODMHAS shall not be required to provide any training to the Contractor to enable it to perform services required hereunder. Contractor agrees that it does not have any authority to sign agreements, notes, and/or obligations or to make purchases and/or dispose of property for, or on behalf of, the State of Ohio or ODMHAS.

d. Unless stated otherwise in the Scope of Work, Contractor shall furnish its own support staff, materials, tools, equipment, and other supplies necessary for the satisfactory performance of the work hereunder. Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this contract, unless stated otherwise.

e. Any travel-related expenses incurred by the Contractor under this contract shall be at the Contractor's expense.

f. ODMHAS may, from time to time as it deems appropriate, communicate specific instructions and requests to Contractor concerning the performance of the work described in this contract. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work described herein remains with and is retained by the Contractor. ODMHAS retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the contract.

g. The Contractor must receive written approval from ODMHAS prior to entering into any subcontract or joint venture for the delivery of services required by this contract. If the Contractor enters into any agreement with a subcontractor, the Contractor is ultimately responsible for any and all actions or omissions by the subcontractor in the delivery of services under this contract.

i. Throughout the term of this contract, the Contractor shall provide ODMHAS with copies of all current licensure, certification, and/or accreditation, including any renew or re-issuance thereof, for any employee or subcontractor, providing services under this contract.

ii. The Contractor agrees that while operating in an ODMHAS facility, the Contractor and/or any employee or subcontractor of the Contractor, shall follow all applicable rules and regulations for that facility.

II. TIME OF PERFORMANCE

a. This contract shall **commence** on **August 20, 2014** and shall **expire** on **June 30, 2015** .

b. In the event that the work hereunder is to be done in separate phases or tasks, each phase or task shall be completed within the time prescribed.

c. Upon the expiration of this contract, ODMHAS and the Contractor may renew this contract under the same terms and conditions stated herein. Such renewal shall be by written addendum executed by the both parties evidencing their agreement to renew the contract. In the event that the parties hereto do not execute an addendum evidencing the parties' agreement to renew this contract, the contract shall expire on the date set forth above and neither party to this contract shall have any further obligations hereunder.

III. COMPENSATION

a. In consideration for the promises and performance of Contractor as set forth herein, ODMHAS agrees: (check one)

☐ To pay to Contractor, upon completion of each deliverable or task and upon actual receipt of proper invoices, compensation at the rate(s) specified in Exhibit I; or

☐ To pay to Contractor, upon actual receipt of proper invoices, compensation at the hourly rate(s) specified in Exhibit I for services performed; or

☒ A lump sum amount of **$200,000** for services performed in accordance with Exhibit I.

b. It shall be mutually agreed and understood between both parties that the total amount to be paid by ODMHAS to the Contractor under this contract shall in no event exceed the sum of **$200,000** unless Contractor receives prior approval from ODMHAS or when required, approval of the Controlling Board and is so notified of such approval by ODMHAS in writing.

c. In accordance with Section 126.30 of the Revised Code, and any applicable rules thereto, ODMHAS shall make prompt payment for any services acquired from the Contractor. Upon receipt of a proper invoice and unless otherwise stated, payment shall be made within thirty (30) calendar days. The adequacy and sufficiency of all invoices shall be determined solely by ODMHAS. If ODMHAS determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required, the burden of proving the required information or documentation is on the

Contractor. ODMHAS shall notify the Contractor in writing of the inadequacy or insufficiency and may provide any information necessary to correct the inadequacy or insufficiency. If such notification of inadequacy or insufficiency is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

d. All invoices for services rendered under this contract must be submitted by the Contractor no later than sixty (60) days after the expiration of the contract term. No payment shall be issued for invoices submitted more than sixty (60) days past the expiration of the contract term.

e. It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the General Assembly and the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time that ODMHAS gives the Contractor written notice that such funds have been made available to it, by the State's funding source.

IV. GENERAL PROVISIONS

a. ENTIRE AGREEMENT: The contract, when signed by both parties, along with any attachments, constitutes the entire agreement between the parties herein. No rights herein will be waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written, or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

b. AMENDMENTS: ODMHAS and the Contractor agree that any amendment or modification including, but not limited to a change in the rate(s) or type(s) of service shall require a written agreement signed by both parties.

c. GOVERNING LAW: This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio.

d. CONTRACT CONSTRUCTION: This contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

e. HEADINGS: The headings used in this contract are for convenience only and will not affect the interpretation of any of the contract terms and conditions.

f. ORDER OF PRIORITY: If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.

g. SEVERABILITY: If any provision of this contract or the application of any provision of this contract is held to be contrary to law, the remaining provisions will remain in full force and effect.

h. 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 ODMHAS. Any assignment or delegation not consented to may be deemed void by ODMHAS.

i. EQUAL EMPLOYMENT OPPORTUNITY: The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio Business Gateway Electronic Filing website http://business.ohio.gov/efiling/. Approved Affirmative Action Plans may be found at the Equal Opportunity Department's website: http://eodreporting.oit.ohio.gov/searAffirmativeAction.aspx.

j. BUSINESS ASSOCIATE AGREEMENT: If applicable, the Contractor agrees to execute the ODMHAS business associate agreement relating to services rendered under this contract.

k. ACCREDITATION STANDARDS: The services to be performed under this contract shall meet standards required by the Joint Commission, Centers for Medicaid & Medicare Services or other accrediting or certifying organizations, as appropriate.

l. AUDITS and RECORDS INSPECTION: The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this contract and until the expiration of three (3) years after final payment under this contract, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract.

The Contractor shall, for each subcontract in excess of two thousand five hundred dollars ($2,500), require its subcontractors to agree to the same provisions. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision.

The Contractor must provide access to the requested records no later than five (5) business days after the request by the State or any party with audit rights. If an audit reveals any material deviation from the contract requirements, and misrepresentations or any overcharge to the State or any other provider of funds for the contract, the State or other party will be entitled to recover damages, as well as the cost of the audit.

If this contract or the combination of all other contracts with the Contractor exceeds ten-thousand dollars ($10,000) over a twelve (12) month period, the Contractor agrees to allow federal government access to the contracts and books, documents, and records needed to verify the Contractor's and/or subcontractor's costs.

m. ANTITRUST ASSIGNMENT TO THE STATE: Contractor assigns to the State of Ohio, through the ODMHAS, all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the services provided under this contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.

n. DRUG-FREE WORKPLACE: The Contractor agrees to comply with all applicable state and federal laws regarding smoke-free and drug-free workplaces. The Contractor agrees to require that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

o. OWNERSHIP: ODMHAS shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by the Contractor, subcontractor or any person acting on behalf of the contractor pursuant to this agreement. No such documents or other materials produced (in whole or in part) with funds provided to the Contractor by ODMHAS shall be subject to copyright, trademark or patent by the Contractor in the United States or any other country.

p. PUBLICITY: The Contractor will not advertise that it is doing business with the State or use this contract as a marketing or sales tool without prior, written consent of the State.

q. OHIO ELECTIONS LAW: Contactor, by signature affixed on this document, hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC 3517.13 are in full compliance with divisions (I)(1) and (J)(1) of ORC 3517.13.

r. PROHIBITION OF THE PURCHASE OF OFF-SHORE SERVICES & LOCATION OF SERVICES, DATA: The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John R. Kasich and shall abide by those requirements in the performance of this contract, and shall perform no services required under this contract outside of the United States. The Executive Order is available at the following website:
http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf).

As part of this contract, the Contractor shall disclose the following:

1. The location(s) where all services will be performed by Contractor or subcontractor(s);
2. The location(s) where any state data applicable to the contract will be accessed, tested, maintained, backed-up or stored by the Contractor or subcontractor(s); and
3. The principal location of business for the Contractor and subcontractor(s)

Neither the Contractor nor its subcontractor(s) shall, during the performance of this contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

s. FORCE MAJEURE: If ODMHAS or the Contractor is unable to perform any part of its obligations under this contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure for the

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

t. STRICT PERFORMANCE: The failure of either party at any time to demand strict performance by the other party of any of the terms of this contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party

u. TAXES: The Contractor affirms that it is not delinquent in the payment of any applicable federal, state, and local taxes and agrees to comply with all applicable federal, state and local laws in the performance of the work hereunder.

The Contractor accepts full responsibility for payment of all taxes, including and without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work authorized by this Contact. ODMHAS and the State of Ohio shall not be liable for any taxes under this contract.

v. WORKERS' COMPENSATION: The Contractor must maintain workers' compensation insurance as required by Ohio law and the laws of any other state where work is performed under this contract. The Contractor must submit proof of workers' compensation insurance upon request.

w. UNRESOLVED FINDINGS: The Contractor warrants that it is not subject to an unresolved finding for recovery as defined in O.R.C. 9.24. If the warranty is deemed to be false, this contract is void *ab initio* and the Contractor shall immediately repay the State any funds paid under this contract.

x. OHIO ETHICS: The Contractor is responsible to review and comply with all relevant provisions of O.R.C Sections 102.01 to 102.09. In addition, the Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws.

V. TERMINATION

a. UNILATERAL TERMINATION: Prior to the expiration of the term of this contract, either party may unilaterally terminate this contract with thirty (30) days written notice to the other party.

b. DEFAULT: If the Contractor fails to perform any of the requirements of this contract, or is in violation of a specific provision of this contract, ODMHAS may provide the Contractor written notice of the failure to perform or the violation and shall provide a thirty (30) day period to cure any and all defaults under this contract. During the thirty (30) day cure period, the Contractor shall incur only those obligations or expenditures which are necessary to enable the Contractor to continue its operation and achieve compliance as

set forth in the notice. Should the Contractor fail to comply within ODMHAS's cure period, the Contractor shall be held in default of this contract and the contract shall terminate at the end of the thirty (30) day cure period.

c. TERMINATION OF SERVICES: In the event of termination, the Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODMHAS. ODMHAS shall not be liable for any further claims. Any payments made by ODMHAS in which services have not been rendered by the Contractor shall be returned to ODMHAS.

VI. CONTRACT REMEDIES

a. ACTUAL DAMAGES: The Contractor is liable to ODMHAS for all actual and direct damages caused by Contractor's default. ODMHAS may buy substitute services from a third party for those that were to be provided by the Contractor. ODMHAS may recover from the Contractor the costs associated with acquiring substitute services, less any expenses or costs saved by the Contractor's default.

b. LIQUIDATED DAMAGES: If actual or direct damages are uncertain or difficult to determine, ODMHAS may recover liquidated damages in the amount of one (1) percent of the value of the deliverable that is the subject of the default, for every day that the default is not cured by the Contractor.

VII. LIMITATION OF LIABILITY: ODMHAS's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the Contractor under this contract. In addition, the Contractor agrees that ODMHAS and the State of Ohio and any funding source for this contract are held harmless and immune from any and all claims for injury or damages arising from this contract which are attributable to the Contractor's own actions or omissions or those of its trustee, officers, employees, subcontractors, suppliers, and other third parties while acting under this contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights and trademarks. Contractor agrees to bear all costs associated with defending against any such claims or legal actions when requested by ODMHAS or the State to do so.

VII. NOTICE: Except as specifically provided otherwise, all notices, consents and communications hereunder shall be given in writing, and be either hand carried or sent by certified mail, return receipt requested, to the respective addresses on the signature page of this document.

Exhibit 1

Contract Parties:

ODMHAS Facility/Division (Name and Address)

Office of Quality and Planning
30 East Broad Street
Columbus, OH 43215

Contractor (Name and Address)

Compensation:

$200,000.00 for entire period of contract

Scope of Work:

To purpose of this RFP is to obtain the professional services of a research entity, either an individual or an organization, to develop and conduct a program evaluation of a drug court program. The entity will collect performance measures as a part of the evaluation plan that reflect the purpose of the program.

IN WITNESS WHEREOF, the parties have executed this contract as of the date and year last written below.

STATE OF OHIO
Ohio Department of Mental Health and Addiction Services

Director Date

ODMHAS Procurement Officer Date

Approved as to form:

Office of Legal Services Date

CONTRACTOR

Date

Print Name