



1. Solicitation #: 3400001640

2. Solicitation Issue Date: 5/29/19

3. Brief Description of Requirement:

Need one (1) Contractor who will provide primary prevention activities to decrease first time perpetration of sexual violence.

All **questions** regarding this solicitation must be submitted in writing and are to be emailed no later than **June 13, 2019** at **3:00 PM** Central Standard Time. Questions are to be emailed to susanw@health.ok.gov. Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on the website after this deadline listing all questions received and their answers.

4. Response Due Date¹: 6/28/19

Time: 3:00PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**²:

U.S. Postal Delivery Address: 1000 NE 10th Street

Oklahoma City, OK 73117

Common Carrier Delivery Address: 1000 NE 10th Street

Oklahoma City, OK 73117

Electronic Submission Address: N/A

6. Solicitation Type (type "X" at one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. Contracting Officer:

Name: Susan Wiest, CPO
Phone: 405-271-9444 x 56338
Email: susanw@health.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments").

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries.



Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** 3400001640

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit³:**

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

YES - Filing Number: _____

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – Include with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.⁴

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

⁴ For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature	Date
Printed Name	Title



Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma State Department of Health Agency Number: 340

Solicitation or Purchase Order #: 3400001640

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- the competitive bid attached herewith and contract, if awarded to said supplier;
- OR**
- the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Procurement - Okla. State Dept. of Health located at 1000 NE 10th
Oklahoma City, OK 73117 at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

A.9.2.1. Any Addendum to the Contract;

A.9.2.2. Purchase order, as amended by Change Order (if applicable);

A.9.2.3. Solicitation, as amended (if applicable); and

A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier .
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.

- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

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B. SPECIAL PROVISIONS

This contract is entered into between the Oklahoma State Department of Health, Injury Prevention Service, hereinafter referred to as OSDH, by virtue of the authority vested in it by 74 O.S. § 85.1, et. al. and the successful offeror, hereinafter referred to as Contractor.

All terms and conditions herein become the contract between the OSDH and the Contractor. The Contractor agrees to comply with all of these terms and conditions. Contractor understands and agrees that when any term and/or condition contained within this contract is, or becomes, applicable to the Contractor's officers and/or employees, Contractor agrees to ensure that its officers and employees (collectively, "organization") abide by the terms and/or condition applicable to organization.

B.1. Contract Period:

This contract shall begin on the Date of Award and terminate on June 30, 2020. There shall be an option to renew for four additional one-year periods (July 1 – June 30). This contract shall not take effect and no services may be provided until the OSDH has in its possession a copy containing original signatures of both parties and a purchase order has been issued. No services shall be provided prior to the effective date. Renewal shall be contingent upon the needs of the OSDH, the Contractor's performance and funding availability.

B.2. Mandatory Vendor Registration for Contract Award (In Addition to Section A.15.3):

B.2.1. Acquisitions issued by agencies under the authority of Title 74 require vendors to register with Central Purchasing prior to award. Vendors will not be required to register to submit a bid response but will be required to register prior to being awarded a contract and renew their registration prior to each renewal of an award.

B.2.2. Vendors pending contract award to a bid released by the Central Purchasing Division or other Oklahoma state agency MUST register with the state.

B.2.3. Online Registration: <https://www.ok.gov/dcs/vendors2/app/index.php>

B.2.3.1. B.2.2.1. Pursuant to 74 O.S. § 85.33.B: o A vendor may register with the Central Purchasing Division to be placed on the Supplier List for bid notification.

B.2.3.2. Registration entitles a supplier to receive all bid notices for the commodity classes specified by the vendor in the registration process for a period of one year.

B.2.3.3. The Vendor Registration fee is \$25 for EACH family code for which the vendor desires registration.

B.2.3.4. The following items describe information requested by the vendor registration application. To expedite the application process, vendors are encouraged to have the information readily available prior to beginning the registration application. If your company is not currently transacting business in the State of Oklahoma, you may not have some of the items listed. However, any vendor selected for award of a contract with the state of Oklahoma must meet the requirements prior to the issuance of a purchase order.

- B.2.3.5. E-mail address - if possible, we encourage all vendors to create a central e-mail address, to which all state bidding e-mail correspondence can be sent. A central e-mail for your organization will assure personnel changes or employee absences do not inhibit your ability to receive timely notifications of State bidding opportunities.
- B.2.3.6. An Oklahoma Sales Tax Permit Number and its Expiration Date or explanation of the exemption status (FAQs)
- B.2.3.7. An Oklahoma Secretary of State Filing Number, or explanation of the exemption status (www.sos.ok.gov or 405-521-3911)
- B.2.3.8. A Workers Compensation Insurance Certificate (PDF file) or explanation of the exemption status (FAQs)
- B.2.3.9. Vendors must complete all 12 steps of the registration application, which require business information about your company, a substitute W-9 form and designation of the commodity codes/classifications your company is interested in. We recommend vendors search UNSPSC Website Code Posting to identify the applicable commodity codes prior to beginning the registration application. However, you will have the option to select and deselect a family, class and commodity during the online registration process before finalizing your application.
- B.2.3.10. Payment information related to a bank checking account (example), or VISA, MasterCard or American Express credit card. All payments are made through an encrypted secure server and payment information is not stored after a transaction. You will receive confirmation after your registration is validated and approved by the Vendor Registration Officer.

B.2.4. Note to Vendors: The State of Oklahoma does NOT provide legal advice regarding exemptions from Sales Tax Permit, Secretary of State, and Workers Compensation Insurance registrations

B.3. Access to Records Requirements:

B.3.1. The Contractor agrees to comply with all record retention requirements of 2 CFR § 200.333 - §200.337. The Contractor agrees to maintain required records and supporting documentation, for validation of costs billed to the OSDH, for seven (7) years from the ending date of the contract. The Contractor also agrees to allow the State Auditor's Office, GAO, the Oklahoma Department of Management and Enterprise Services, the OSDH, or their authorized representatives access to the records, books, documents, accounting procedures, practices or any items of the service provider relevant to this contract for purpose of audit and examination. The Contractor further agrees to assure appropriate access by the aforementioned parties to any subcontractor's associated records.

B.3.2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it; or, until the end of the regular seven-year period, whichever is later.

B.3.3. The OSDH may routinely request supporting documentation to validate Contractor payments.

B.4. Advance Payments Prohibited:

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the OSDH.

B.5. Amendments, Unavailability or Redirection of Funding and Cancellation:

In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, the OSDH may terminate or reduce the contract upon notice in writing to the Contractor by certified mail or email. The OSDH may also, based on its determination of agency need, increase or reduce contract amounts and send notification of such changes to the Contractor upon making such changes. The OSDH shall be the final authority as to the availability or redirection of funds. The effective date of such contract termination, increase or reduction shall be specified in the notice. All other modifications or amendments to this contract shall be in writing, dated and executed by both the Contractor and the OSDH. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. With exception of the above, this contract shall be in force until the expiration date, or until 30 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be by Certified Mail to the business address of record or by email to the specified Contact Person. In the event this contract is canceled by either party, the OSDH shall be responsible for reimbursement for goods or services received or provided prior to cancellation date. In the event this contract is cancelled under this section, Contractor agrees to take all reasonable steps to minimize termination costs and to comply with the requirements in 2 CFR §200.343 and 200.344. . The OSDH agrees to reimburse Contractor for all work performed prior to the date of notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

B.6. Applicable Law:

This contract shall be governed in all respects by the laws of the State of Oklahoma. Jurisdiction and venue for any dispute concerning this contract shall be Oklahoma County, Oklahoma.

B.7. Assignment and Delegation:

The services to be performed under this contract shall not be assigned or transferred , in whole or in part, to any other person or entity without the prior written approval of the OSDH. If the Contractor cannot perform the services as identified in this contract, the Contractor will be responsible for subcontracting the services or making alternative arrangements for the provision of the services. The terms of this contract shall be included in any OSDH approved subcontract. The Contractor will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. Approval by the OSDH of a subcontract shall not relieve the Contractor of any responsibility for performance under this contract.

B.8. Audit Requirements:

- B.8.1.** Contractors expending federal funds from all funding sources in excess of the threshold established in 2 CFR Part 200.501 shall be required to have a single audit or a program-specific audit conducted in accordance with 2 CFR Part 200, Subpart F. Audit costs may not be charged to any OSDH contracts when no audit has been performed, or has not been prepared in accordance with this requirement.
- B.8.2.** Contractors that are required to have an audit conducted for compliance with 2 CFR Part 200.501 shall submit to the Federal clearinghouse (FAC) a single copy of the data collection form and the reporting package as required by 2 CFR Part 200.512 within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. If an independent audit is not posted in the required time, or there have been findings, the OSDH will have the option to consider taking action under the Failure To Comply clause of this contract.
- B.8.3.** If the Contractor is a tribal entity, and has chosen to opt out of audit report submission pursuant to 2 CFR §200.512, the Contractor shall submit a copy of the audit report in paper or electronic form to:

Oklahoma State Department of Health
Internal Audit Unit
1000 NE 10th St.
Oklahoma City, OK 73117-1299

B.9. Certification Regarding Debarment, Suspension, Proposed for Debarment, or Declared Ineligible for Award of Contracts by any Federal or State Agency:

By signing the contract, the Contractor attests and assures that no employee or any of its principals performing hereunder:

- B.9.1.** are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- B.9.2.** have, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- B.9.3.** have, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State or local entity; nor,
- B.9.4.** are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

B.10. Charitable Choice Providers:

Providers who are members of the faith community are eligible to compete for contracts with the State of Oklahoma on the same basis as any other provider. Such providers shall not be required to alter their forms of internal governance, their religious character or remove religious art, icons, scripture, or other symbols. Such providers may not, however, discriminate against clients on the basis of their religion, religious beliefs, or

clients' refusal to participate in religious practices (45 CFR Part 87.1c). Organizations that receive direct financial assistance from the OSDH under any OSDH program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance from the OSDH. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded with direct financial assistance from the OSDH, and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.

B.11. Contact Persons:

For the purposes of this contract, all contacts with the Contractor shall be directed to its representative: _____ at telephone number: _____ and email address: _____.

Contact information for the OSDH Contact Person shall be provided with the award documentation.

Either party may change the Contact Person upon notice to the other party.

B.12. Contract Monitoring Plan:

This contract will be monitored by the OSDH based on the completion of a Risk Assessment process. Information related to programmatic requirements, the contract specifications, and responses to the Subrecipient Contractor's Questionnaire (Attachment C) will be utilized to complete a Risk Assessment Tool. The Risk Assessment Tool will be used to determine the level of risk associated with the Contract. A Contract Monitoring Plan and a Contract Administration Plan will be developed to define the activities and level of monitoring and administration that will be required during the contract period. Typical monitoring activities include Contractor site visits, review of contractually required reports, invoice review, invoice validation, and verification of licensure and/or insurance requirements, etc. The level of risk assigned to the contract shall determine the frequency and type of activity within a Contract Monitoring Plan and/or a Contract Administration Plan. The Contract Monitoring and/or Contract Administration Plan may be updated periodically as determined by the OSDH throughout the contract period. Upon development of the Contract Monitoring Plan and Contract Administration Plan, the OSDH will provide a copy of each to the Contractor.

All communications related to this contract will be between the Contractor's Contact Person and the OSDH Contract Monitor.

B.13. Contractor's Relation to the OSDH:

The Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the OSDH. Neither the Contractor nor any of its officers, employees, agents, or members shall have authority to bind the OSDH nor are they entitled to any of the benefits or worker's compensation provided by the OSDH to its employees. In the event the independent contractor relationship ends in any way, this contract shall automatically terminate without notice. The Contractor shall notify the OSDH Contract Monitor of the change in relationship.

B.14. Electronic Signatures/Execution in Counterparts:

This document may be executed in counterparts, with each such copy considered an original. Facsimile/scanned and PDF signatures shall be accepted as original. Electronic signatures must be an authorized copy of the hand-written signature or created using a technology that allows the process of signature authentication to be validated. In all cases, the name of the authorized signatory shall be identified as visible on the document. Each party will be responsible for maintaining the security of its electronic signature technology and represents through submission of the signed document that the individual's signature is authorized and valid to bind the organization.

B.15. Equipment and Other Purchases:

It is understood that no items of equipment, property or other capital purchases shall be reimbursed under the provisions of this contract. It is further understood that ownership shall be retained by the OSDH of any items of equipment, property or other capital assets purchased by the OSDH and placed with the Contractor pursuant to this contract. All inventory, maintenance and repair of items on loan to the Contractor by the OSDH shall be the responsibility of the Contractor. The Contractor shall be financially responsible for all OSDH-loaned property. Within 30 days of the termination date of this contract, all such items must be returned, FOB destination, to the OSDH by the Contractor in as good working order as when placed with the Contractor except for reasonable wear and tear and subject to consideration of a reasonable adjustment for any obsolescence. Failure to return the equipment in such working order will result in deletion of the value of the equipment or the reasonable cost of restoring the equipment to such order or condition, whichever is more reasonable, from the final payment to the Contractor. OSDH Equipment is defined as an article of non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals \$2,500 or more, except for telecommunications and electronic information technology applications. For these items the acquisition cost is \$500.00.

B.16. Event of Default:

The OSDH may withhold payment or terminate the contract in whole or in part in the event (i) it has provided Contractor with written notice of material breach, and (ii) Contractor fails to cure such material breach within thirty (30) days of receipt of written notice. If the contract or certain obligations under the contract are terminated, the OSDH shall be liable only for payment for products or services delivered and accepted prior to the date of such termination. Such termination shall not be an exclusive remedy but shall be in addition to any any other rights and remedies provided for by law. In no event shall the OSDH be liable to the Contractor, for compensation for any products or services provided by Contractor neither requested nor accepted by the OSDH. Any partial termination of the contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of the Contractor or the OSDH regarding portions of the contract that remain in effect.

B.17. Failure to Comply Statement:

The Contractor shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Contractor agrees that should it be in noncompliance, the OSDH may impose additional conditions as provided in 2 CFR §200.207; or, as provided in 2 CFR § 200.338, temporarily hold cash payments pending

correction of the deficiency, disallow all or part of the cost of the activity or action not in compliance, suspend or terminate the contract in part or in whole, withhold further awards for the project or program, or take other remedies legally available. Compliance with the requirements shall be the responsibility of the Contractor, without reliance on or direction by the OSDH.

B.18. Federal Funding Accountability and Transparency Act of 2006 (FFATA):

Contractors shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 (FFATA) as set forth in 2 CFR Part 170. A DUNS number (Data Universal Numbering System) is a requirement for all contracts of \$25,000 or more. Contractors may be required to submit additional information to satisfy FFATA compliance.

B.19. Force Majeure:

B.19.1. Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, the OSDH may terminate a purchase order if Contractor cannot cause delivery of products or services in a timely manner to meet the business needs of the OSDH.

B.19.2. Notwithstanding the foregoing or any other provision in the contract, (1) in no event will any of the following be considered a force majeure event: (a) shutdowns, disruptions or malfunctions in Contractor's systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Contractor's systems; or (b) the delay or failure of Contractor or subcontractor personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (2) no force majeure event modifies or excuses Contractor's confidentiality, indemnification or data security and breach notifications set forth herein.

B.20. Indirect Cost:

The Contractor may request reimbursement of indirect costs (IDC) not to exceed the total amount approved for IDC in the current approved line item budget. Indirect Costs are expenses that are not directly related and billed 100% to a particular funding source

The IDC line item amount must be based on a federally approved IDC rate, or the rate approved by the Contractor's cognizant agency; the 10% de minimus rate provided for in 2 CFR Part 200; or, a Cost Allocation Plan submitted to OSDH and included the required certification outlined in 2 CFR Part 200.415(b) explaining the allocation methods.

B.21. Invoicing (In addition to A.18):

B.21.1. A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered and include the following items:

- B.21.1.1. Name, address and FEI number of the Contractor,
- B.21.1.2. Invoice date,
- B.21.1.3. Period covered by invoice,
- B.21.1.4. Purchase order number,
- B.21.1.5. Any other data, reports, information or documentation required by other conditions of the contract,
- B.21.1.6. Detail of the services provided and be in accordance with the terms and conditions of this agreement.

B.21.2. For invoices involving payment for the Contractor's time, the invoice must be signed and contain the following statement: By my signature I attest that this invoice is an accurate and true representation of my time in relation to the services provided to the OSDH.

B.21.3. The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH
Injury Prevention-Sexual Assault Prevention
1000 NE 10TH Street
Oklahoma City, Oklahoma 73117-1299

B.21.4. The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Contractor.

B.21.5. The OSDH may withhold or delay payment to any Contractor failing to provide required programmatic documentation and/or requested financial documentation.

B.21.6. The OSDH reserves the right not to process invoices submitted by the Contractor to OSDH more than 30 days after the month in which services were delivered. The OSDH will not pay invoices received more than ninety (90) days after the end of the applicable contract period.

B.21.7. To comply with 2 CFR § 200.415 (Required Certifications), invoices requesting payment must include a certification, signed by an official who is authorized to legally bind the Supplier, which reads as follows:

- B.20.7.1. "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

- B.21.8.** The Contractor assures that all costs billed will be supported by documentation that will include, but not limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization (See “Contractor Relationship” section of this Contract). The Contractor further assures that all billings will be based on actual costs incurred and paid.
- B.21.9.** If the Contractor is unable to support any part of their claim to the OSDH and it is determined that such inability is attributed to misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to OSDH for an amount equal to such unsupported part of the claim in addition to all costs, including legal, attributable to the reviewing and discovery of said part of claim. Liability under this paragraph shall be determined within two years of the discovery of such misrepresentation of fact or fraud by the Contractor.

B.22. Limited English Proficiency:

- B.22.1.** Where a significant number or proportion of the population eligible to be served or likely to be directly affected by a federally assisted program needs service or information in a language other than English in order to effectively be informed of or participate in the program, the Contractor shall take reasonable steps, considering the scope of the program and the size and concentration of such population, to provide the information in appropriate languages to such persons.
- B.22.2.** An inability by the Supplier to provide the information in the appropriate language to a significant number or proportion of the population eligible to be served or likely to be directly affected by the program shall result in termination of the contract.

B.23. Maintenance of Insurance, Payment of Taxes, and Workers’ Compensation:

- B.23.1.** As a condition of this contract, Contractor shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below. Such proof of coverage shall be provided to the OSDH Procurement if services will be provided by any of Contractor’s employees, agents or subcontractors at any State premises and/or employer vehicles will be used in connection with performance of work for the OSDH. Contractor may not commence performance hereunder until such proof has been provided. Additionally, Contractor shall promptly provide proof to the OSDH Procurement of any renewals, additions, or changes to such insurance coverage. Contractor’s obligation to maintain insurance coverage under the contract is a continuing obligation through the term of the contract and each purchase order issued to Contractor in connection with the contract. The minimum acceptable insurance limits of liability are as follows:
- B.23.1.1. Workers’ Compensation and Employer’s Liability Insurance in accordance with and to the extent required by applicable law;
- B.23.1.2. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

- B.23.1.3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence and in the aggregate, with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
 - B.23.1.4. Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$1,000,000 per claim and in the aggregate;
 - B.23.1.5. Medical Malpractice insurance, if applicable;
 - B.23.1.6. Comply with applicable Federal and State occupational disease statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy; and
 - B.23.1.7. Additional coverage required by State in writing in connection with a particular purchase or service.
- B.23.2.** Contractor shall be entirely responsible during the existence of the contract for the liability and payment of taxes payable by or assessed to Contractor or its employees, agents and subcontractors of whatever kind, in connection with the contract. Contractor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. The OSDH shall not be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State employee.
- B.23.3.** Contractor agrees to indemnify and hold harmless the OSDH and its employees, agents, representatives, contractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs and expenses and attorneys' fees relating to tax liability, unemployment insurance and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs and expenses and attorneys' fees relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

B.24. Mandatory Requirements:

The OSDH has established certain mandatory requirements that must be included in the RFP response. The use of the terms "shall", "must" or "will" (except to indicate simple futurity) in this RFP indicate a mandatory requirement or condition, which by failure to meet or provide will be cause for the RFP response being deemed non-responsive. The word "should" or "may" in this RFP indicate desirable attributes of conditions and are permissive in nature. Deviation from or omission of such a desirable feature will not by itself cause a proposal to be non-responsive.

B.25. Non-Responsive Proposals:

Proposals which do not meet all material requirements of this RFP or which fail to provide all required information, documents or materials may be determined as non-responsive and may not be evaluated. Material requirements of the RFP are those as set forth as mandatory.

B.26. Oklahoma Taxpayer and Citizen Protection Act of 2007:

B.26.1. By signing the solicitation, the Contractor warrants and attests its employees and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State laws and regulations related to the immigration status of employees. The Contractor shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish copies of the statements with their bid. These warranties shall remain in effect through the entire term, including all renewal periods, of the contract.

B.26.2. All contractors or subcontractors are prohibited by State law from entering into a contract with a public employer for the physical performance of services within this state unless the contractor or subcontractor registers and participates in the Status Verification System to verify information of all new employees.

B.26.3. The Status Verification Service System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (EEV) available at www.dhs.gov/E-Verify.

B.27. Open Records Act:

Contractor acknowledges that the State is subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. Contractor also acknowledges that State will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act or other applicable law, no Contract provision is confidential information and any provision is subject to disclosure.

B.28. Other Certifications:

The Contractor certifies compliance with the provisions of the 1964 Civil Rights Act, Education Amendment of 1972; Section 504 of the Rehabilitation Act 1973; the Age Discrimination Act of 1975; the Hatch Act; the Pro Children Act of 1994; Drug Free Workplace Act of 1988; the American with Disabilities Act of 1990; Title IX or the Education Amendments of 1972; 31 U.S.C. Section 1352, Public Law 105-78; Section 503 of Division F, Title V, of the FY12 Consolidated Appropriations Act; 41 U.S.C. 4712 and the National Defense Authorization Act (NDAA) for Fiscal year (FY) 2013; Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708); Anti-Lobbying Law (31 U.S.C. 1325); Internal Revenue Service Publication 1075 (regarding use, access and disclosure of Federal Tax Information); the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; mandatory standards and policies relating to energy efficiency as outlined in the State of Oklahoma's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201); 2 CFR § 200.112 (Conflict of Interest); 2 CFR § 200.113 (Mandatory Disclosures); 2 CFR § 200.322 (Procurement of Recovered Materials); registered as business entity licensed to do business in the State, having obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable; and, the Single Audit Act of 1984; as applicable.

B.29. Personnel Activity Reports:

The Contractor and any approved subcontractor shall maintain Personnel Activity Reports (PARs) on all employees reimbursed in whole or in part by this contract. PARs must be completed in accordance with the Federal Cost Principles applicable to the Contractor's specific entity type, i.e. State and Local Government, Non-Profit, Colleges and Universities, etc. (Contractors may refer to 2 CFR Part 200.430, 45 CFR Part 75, 7 CFR Part 3016 to determine the applicable Federal Cost Principles, or as determined by the applicable Federal program guidance.) The above requirements will apply to all Contractors regardless of the type of funds being reimbursed to the Contractor by the OSDH.

B.30. Privacy Clause:

The Contractor shall, at all times, maintain confidential all information pertaining to any person, patient, or client with whom it has a professional relationship, contact or contract. No information shall be released to any person or party not directly employed by the Contractor without first obtaining such person's, patient's or client's expressed written consent therefore. Confidential information pertaining to any minor shall not be released to any person or party without the express written consent of a custodial parent, court appointed guardian, court authorized foster parent, or authorized self-consenting minor, subject however, to all applicable state and federal statutes, rules and regulations.

B.31. Procurement Integrity:

The Contractor certifies they have not entered into this contract with this or any other Oklahoma state agency that would result in a substantial duplication of the services or duplication of the end product rendered by the Contractor or its employees.

B.32. Protecting and Securing Protected Health Information:

Incorporated herein in its entirety, and made a part of this contract, is the attached Business Associate Agreement (Attachment B) signed between the Parties.

B.33. Promotional or Incentive Items:

Per 2 CFR Part 200.421, costs of promotional items and memorabilia, including models, gifts, and souvenirs are unallowable. Advertising costs for the purpose of program outreach and other specific purposes necessary to meet the requirements of the Federal award are allowable.

B.34. Severability:

If any provision of this contract, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect.

B.35. Statement of Responsibility and Liability:

B.35.1. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act (51 O.S. §§151 et seq.).

B.35.2. The Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

B.35.3. The Contractor agrees to hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Contractor and/or its agents, servants, and employees in the performance of this contract. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

B.36. Tobacco Free Policy:

Contractor, while performing the duties under this contract shall comply with the smoke free requirements on state property pursuant to 21 O.S. § 1247. For other tobacco products, including e-cigarettes, use of such products is prohibited pursuant to the Governor's Executive Order 2012-01 and 2013-43.

B.37. Travel and Related Expenses:

If travel costs and related expenses are a part of the contract, such expenses must be compliant with 2 CFR Part 200.474. The Contractor's request for reimbursement shall be based on the organization's written travel policies. OSDH will monitor the travel-related expenses based on reasonableness (2 CFR Part 200.404) as compared to those rates authorized by the Federal Conus Rates published at the GSA Website located at <http://www.gsa.gov/portal/category/100000>. All out-of-state travel where reimbursement is requested must be pre-approved in writing by the OSDH. In addition, OSDH allowable travel costs must be directly related to the activities of the contract and therefore may require allocation of those costs to all programs benefitted based on an equitable allocation methodology.

B.38. Use of OSDH Name or Logo:

Contractor may not use the OSDH name or logos without the explicit written permission of OSDH.

B.39. Waiver of Breach:

No failure by the OSDH to enforce any provisions hereof after any event of default by the Contractor shall be deemed a waiver of the OSDH's rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the contract.

C. SOLICITATION SPECIFICATIONS

C.1. Purpose:

To secure one (1) Contractor who will provide primary prevention activities to decrease first time perpetration of sexual violence.

C.2. Background:

For nearly two decades, the crime rate of forcible rape and attempted rape has been 30 to 40 percent higher in Oklahoma than in the U.S. Data collected in the National Intimate Partner and Sexual Violence Survey show that almost 1 in 4 Oklahoma women have experienced rape. In a 2018 random telephone survey of Oklahoma women 18-34 years of age conducted by the University of Oklahoma Public Opinion Learning Laboratory, three-fourths of women who reported they had been sexually assaulted in their lifetime were less than 18 years of age when the first incident occurred. In 2017, the Youth Risk Behavior Survey found that 16% of females and 3% of males in public schools grades 9-12 had been physically forced to have sexual intercourse. Additionally, victims of rape often experience serious long-term health and emotional consequences including re-victimizations. Because rape and sexual violence impact a great number of youth, the priority of the Rape Prevention and Education Program is to conduct activities aimed at reducing first-time victimization and/or first-time perpetration of rape and sexual assault.

Sexual violence arises out of a complex interplay of individual, relationship, and environmental (community and societal) factors. Sexual violence prevention requires a comprehensive approach that includes strategies for all sectors (individual, relationship, community, and societal) and participation from multiple stakeholders. As part of the statewide effort, the OSDH will fund one Contractor to conduct community-based activities at multiple levels of the *Social Ecological Model* to prevent sexual assault and teen dating violence perpetration and to promote healthy relationships.

C.3. Contractor Relationship:

In accordance with 2 CFR Part 200 (Uniform Grant Guidance), the relationship between the OSDH and the Contractor for this ensuing contract is that of a **sub-recipient**.

Applicants/recipients are expected to have systems, policies, and procedures in place by which they manage grant funds and grant-supported activities. They may use their existing systems for this purpose as long as organizational policies are consistently applied regardless of the source of funds. Contractor' systems must meet the standards and requirements set forth in 2 CFR Part 200, 45 CFR Part 75, or 7 CFR Part 3016, or as determined by the applicable Federal program guidance.

In addition, Contractors shall request reimbursement of costs from OSDH only when those costs comply with the applicable Federal Cost Principles 2 CFR Part 200, FAR 31.2, or as determined by the applicable Federal program guidance to the Contractor's entity type. Any request for reimbursement of cost not allowable under the above Federal regulations must be specifically approved in the special conditions of the contract language and be supported by a specific line item within the Contractor's approved budget.

C.4. Contract Expense Cap:

The OSDH shall have a total of \$44,000.00 available for payment during the contract period of Date of Award through June 30, 2020. Payment shall be made in accordance with the approved line item budget. Final approval of renewal amounts will be at the sole discretion of the OSDH.

C.5. Federal Award Information

This agreement is fully or partially funded through federal funds. An updated notice of federal award information will be provided with each contract renewal, contract modification, or other change that affects the amount of the contract or the allocation of fund source(s). The amount below identifies the amount of each applicable federal award for this contract, and may not be the same as the total amount of the federal award provided to OSDH or as the total amount of this contract.

FAIN #:	Will be updated upon award of contract
Award Name:	Preventive Health and Health Services Block Grant
Award Year:	7/1/2019 – 6/30/2020
CFDA #:	93.991
Federal Awarding Agency:	Centers for Disease Control and Prevention
Amount:	\$44,000.00

C.6. Duties of the Contractor

The Supplier will:

- C.6.1** Provide 1 FTE to serve as the local coordinator. The local coordinator must:
 - C.6.1.1 Implement evidence-based and/or evidence-informed strategies/interventions to prevent sexual assault and promote healthy relationships with youth and/or young adults ages 10-24. Strategies/interventions should align with those identified in STOP SV: A Technical Package to Prevent Sexual Violence (<https://www.cdc.gov/violenceprevention/pdf/sv-prevention-technical-package.pdf>).
 - C.6.1.2 Conduct activities at three or more levels of the Social Ecological Model. (https://www.cdc.gov/violenceprevention/pdf/sem_framework-a.pdf).
 - C.6.1.2.1 In years 2-5, upon exercising the option to renew, at least 50% of the prevention strategies utilized by the Contractor must be at the community or societal level of the Social Ecological Model. Failure to meet this requirement may result in non-renewal of the Contractors contract by OSDH.
 - C.6.1.3 Serve on a primary prevention focused committee designated by the OSDH and attend designated meetings.
 - C.6.1.4 Submit a detailed report of activities with monthly invoices according to the guidance and format provided by the OSDH.
 - C.6.1.5 Participate in monthly conference calls and quarterly face-to-face meetings with the OSDH.
- C.6.2** Require staff attendance at the OSDH designated trainings, including one national-level training and one statewide conference. Dates, times and locations for these trainings shall be determined by the OSDH at a later date.
- C.6.3** Conduct ongoing program evaluation to be developed in partnership with the OSDH and its designed program evaluator.
- C.6.4** Comply with the OSDH guidance provided for approved activities and purchasing.

C.7. Duties of OSDH

The OSDH will:

- C.7.1** Provide funding to support 1.0 FTE to serve as the local coordinator and prevention educator.
- C.7.2** Provide technical assistance in designing and implementing objectives/activities.
- C.7.3** Analyze data gathered through evaluation of objectives/activities and provide results to the Contractor.
- C.7.4** Conduct training workshops
- C.7.5** Develop evaluation measures for objectives/activities and review annually.
- C.7.6** Provide guidance and forms for submitting monthly activity reports.
- C.7.7** Review and approve submitted complete monthly invoices from the Contractor.
- C.7.8** Review and provide input on materials developed by the Contractor for the project.
- C.7.9** Assist in facilitating project meetings to discuss project planning, implementation, and evaluation.
- C.7.10** Collaborate with the Contractor on presentations, workshops, prevention activities, and strategic planning.

D. EVALUATION CRITERIA

OSDH will assemble a review committee to evaluate the responses to this RFP. This committee will make recommendations to the Director of the OSDH Injury Prevention Service. The final award will be made by OSDH Procurement Service in accordance with State Procurement Rules. Award shall be made using best value in accordance with Title 74, §85.

- D.1.** All proposals will be reviewed and awarded based on the following criteria:
 - D.1.1** Identify populations at higher risk for sexual violence and risk factors for the population.
 - D.1.2** At least three identified activities/strategies reaching at least three levels of the *Social Ecological Model* and linked to the target population.
 - D.1.3** Staff and volunteer capacity for this contract.
 - D.1.4.** Experience implementing sexual violence primary prevention programs.
 - D.1.5.** Experience with community partnerships promoting or implementing sexual violence primary prevention programs.
 - D.1.6.** Letters of support.
 - D.1.7.** Proposed Line Item Budget & Justification.

E. INSTRUCTIONS TO SUPPLIERS

E.1. Proposal Submission:

- E.1.1.** Submissions in response to this RFP must be in the form of the “RFP Package.” The RFP Package must contain the Contractor’s response and all required supporting information and documents in typewritten form and in an “8 ½ x 11” loose-leaf format with binder clip. Refer to section F of this document for the list of needed items. Do not submit the RFP Package in binders or other presentation folders.
- E.1.2.** Prepare two (2) originals and submit your proposal by the time and date

designated by the Oklahoma State Department of Health (OSDH) with the solicitation number written on the front of the envelope.

- E.1.3. The responses to this RFP should use the form(s) provided, or similar formats.
- E.1.4. DO NOT include or attach materials that are not specifically requested. Extraneous materials will be removed and not reviewed.
- E.1.5. All inquiries should be directed to the Susan Wiest, Contracting Officer. Do not discuss the RFP prior to award with any other state employee with the exception of the designated Contracting Officer unless authorized by OSDH. All responses by the State must be in writing to be binding.
- E.1.6. All proposals and related documents in response to this RFP are public record under the Freedom of Information Act and the Oklahoma Open Records Act. Submission by fax or email is not acceptable. All proposals submitted become the property of the State of Oklahoma and will not be returned. Put the Solicitation number, time and date RFP is due on the outside of the shipping envelope. Submit hard copies to:
 - Oklahoma State Department of Health
 - Procurement-Attn: Susan Wiest
 - 1000 NE 10th Street, Oklahoma City, OK 73117
- E.1.7. Proposals will not be considered if any of the following exists:
 - E.1.7.1. Proposal was not submitted by the stated deadline.
 - E.1.7.2. Proposal does not include the entire proposal package.
 - E.1.7.3. Proposal does not comply with all of the requirements of the proposal process and solicitation.

E.2. **Proposal Package:**

The management/technical proposal shall include all of the following items:

- E.2.1 Describe the population to be served by the proposed sexual violence prevention activities. The description should include:
 - a. Why the selected population is at increased risk for sexual violence perpetration or victimization based on data and/or sound theory;
 - b. Modifiable risk and protective factors for the population.
 - c. Programs that target a portion or all of their efforts toward traditionally underserved populations will receive up to 10 extra points.
- E.2.2 Describe at least three activities/strategies that will be implemented in a typical grant year. Activities must address three or more levels of the *Social Ecological Model*. The description should include:
 - a. Purpose of strategy to be implemented and a description of activities that will be conducted;
 - b. How the strategy will impact the population served and the identified risk and protective factors to be addressed;
 - c. Measurable outcomes (i.e., change in knowledge, attitude and/or behavior; description of community norm to be changed; or policy adopted).
 - d. Identify how the strategies/interventions align with those identified in *STOP SV: A Technical Package to Prevent Sexual Violence* (<https://www.cdc.gov/violenceprevention/pdf/sv-prevention-technical-package.pdf>).

- e. If targeting a traditionally underserved population, identify strategies/interventions that will be utilized in that effort.
- E.2.3** Provide a description of staff, volunteers, and other resources currently available to the organization for implementing the proposed program. Include descriptions of all relevant staff members including skills, expertise, training and commitment to preventing sexual violence before it occurs.
- E.2.4** Describe sexual violence primary prevention strategies that your organization has conducted in the past. Include descriptions of:
 - a. The purpose of the strategy;
 - b. The activities that were conducted;
 - c. The population the strategy was designed to reach; and
 - d. How the strategies were evaluated.
- E.2.5** Describe community partnerships that your organization has had in the past year to promote or implement strategies to prevent sexual violence. Include descriptions of:
 - a. The name of the partner organization(s);
 - b. A description of the purpose of the collaboration;
 - c. The activities conducted; and
 - d. The population the strategy was designed to reach.
- E.2.6** Provide at least two letters of support from partner organizations.

F. CHECKLIST

- F.1.** _____ Solicitation Request - CP 070
- F.2.** _____ Responding Supplier's Information - CP 076
- F.3.** _____ Certification for Competitive Proposal and/or Contract – CP 004
- F.4.** _____ Management/Technical Proposal
- F.5.** _____ Proposed Contract Budget Form (Appendix A)
- F.6.** _____ Copy of required licenses and credentials
- F.7.** _____ Proof of Liability and Worker's Comp Insurance
- F.8.** _____ Business Associate Agreement (BAA) (Attachment B)
- F.9.** _____ Sub-recipient Questionnaire (Attachment C)
- F.10.** _____ At least two (2) letters of collaboration support from community

G. OTHER

- G.1.** All questions regarding the solicitation must be submitted in writing and are to be emailed no later than June 13, 2019 at 3:00pm Central Standard Time. Questions are to be emailed to the OSDH buyer at susanw@health.ok.gov. Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline, listing all questions received and their answers. In addition, it is the Supplier's responsibility to monitor the website for any amendment(s). Any communication regarding this RFP must be sent to the OSDH buyer listed above. Failure to do so (contacting the agency directly), may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions.

G.2. Attachments:

G.2.1. Attachment A – Proposed Contract Budget Forms with Budget Justification

G.2.2. Attachment B – Business Associate Agreement (BAA)

G.2.3. Attachment C - Sub-recipient Questionnaire

G.2.6. Attachment D – OSDH Affidavit of Independent Contractor Status

H. PRICE AND COSTS

**H.1. Budget:
Overview**

The OSDH has a proposed budget of \$44,000.00 to reimburse a maximum of one (1) Contractor. Awarded amount may not be the same as the bidder's proposed amount. Total award amount from the OSDH to fund this contract is contingent upon receipt of federal funds.

H.2. Proposed Budget and Budget Justification:

H.2.1. A line item budget and budget justification must be submitted with the RFP response. Failure to submit these documents will cause the Contractor's response to be deemed non-responsive and not evaluated for an award. Please use the provided budget forms. (Attachment A)

H.2.2. The line item budget and budget justification submitted with the RFP response are **proposed** budgets and adjustments/corrections or additional documentation supporting the budget may be required after award.

H.2.3. The submitted proposed budget must cover the period July 1, 2019 – June 30, 2020 and figures must be rounded to the next whole dollar amount. Payment is made in accordance with the approved line item budget and after services have been both received and paid for. The requested budget amount may not be the awarded (approved) amount. Once the final budget amount is approved, modifications cannot be made from the original award without justification from the Contractor and approval by OSDH.

Keep the following in mind while preparing the project budget:

H.2.3.1. Reimbursement is made in accordance with the approved line item budget and only after the Supplier has received and paid for the goods or services. The requested budget amount may not be the awarded amount.

H.2.3.2. The OSDH will review the Supplier's expenditures throughout the term of the contract and may require a reduction in the contract amount if expenditure patterns demonstrate a funding lapse.

H.2.3.3. It is the Supplier's responsibility to monitor the individual line items from month to month in order to prevent overspending in a line item during the contract period.

H.2.3.4. Budget revisions require prior OSDH written approval and are limited to one per quarter. Final budget revision of the year is due August 1st, 60 days before the end of the contract year.

H.3. Proposed Budget Information:

The following information is being provided for preparation of the **proposed** budget:

H.3.1. Budget Justification-

The budget justification is a separate document written in a narrative format that details what is proposed for reimbursement for the contract period. The budget form requires the Supplier to provide sufficient detail in each category to justify how funds support programmatic and administrative activities to accomplish the requirements of the RFP.

H.3.2. Personnel/Salaries-

Actual salaries and wages paid to Supplier's personnel working on a specific OSDH program. If an individual who is not an employee of the Supplier provides a service, then this service has been contracted out to a sub Supplier and should be listed in the sub Supplier line item on the budget.

H.3.3. Fringe Benefits-

Actual fringe benefits paid to the Supplier's personnel working on a specific OSDH program. For budget purposes, a percentage rate for fringe benefits may be used. However, for audit purposes, the Suppliers' financial records must clearly define each actual fringe benefit cost as a separate expense and is applicable only to the approved budgeted salaries. Fringe benefits (e.g., retirement program, FICA, insurance, workman's compensation, etc.) are usually applicable to direct salaries and wages. If fringe benefits are to be provided, then a clear description must be included of how the computation of fringe benefits was determined.

H.3.4. Travel/Training-

If travel costs and related expenses are a part of the contract, the Supplier's request for reimbursement shall not exceed those authorized by the Federal Conus Rates published at the GSA Website located at <http://www.gsa.gov/portal/category/100000>. Those requirements are stated in the State of Oklahoma's State Travel Reimbursement Act, Title 74 O.S. 2001 §500.1, et seq. All out-of-state travel where reimbursement is requested must be pre-approved in writing by the OSDH. In addition, OSDH allowable travel costs must be directly related to the activities of the contract and therefore may require allocation of those costs to all programs benefitted based on an equitable allocation methodology. Travel/Training expenditures may include:

H.3.4.1. Mileage to and from consultation meetings with referral agencies;

H.3.4.2. Mileage to and from public awareness/public education sessions;

H.3.4.2. Per Diem for attending in-state training meetings or conferences; and/or;

H.3.4.3. Overnight lodging expenses for attending in-state training meetings or;

H.3.4.4. Conferences (including direct payments to hotels/ motels conferences.)

H.3.4.5. Attendance at program approved designated training(s) required to fulfill the requirements of the program (written approval must be received from the OSDH before attendance).

H.3.5. Supplies-

Supplies are materials necessary to conduct the program.

Supplies may include:

H.3.5.1. Materials used to promote the programs in the community such as

pamphlets and brochures;

H.3.5.2. Educational materials such as video tapes, pamphlets, brochures, books, curricula;

H.3.5.3. Office supplies such as paper, pens, pencils, file folders

H.3.6. Contractual-

Contractual expenditures include essential consultation, program services that cannot be provided by the Supplier. Subcontracts and other contractual agreements must be clearly defined in the **proposed** budget. A Professional Service Evaluation must be submitted for each sub-Supplier at the end of their contract. Contractual expenditures may include:

H.3.6.1. Subcontract with other agencies to provide specific program-related services;

H.3.6.2. Subcontracts with program consultants;

H.3.6.3. Subcontracts with trainers

H.3.7. Administrative Costs-

The following is a partial list of allowable and unallowable expenses included in this RFP for budget development purposes only. These lists are only a guide and are not inclusive of all allowable and unallowable expenses. Refer to the appropriate OMB Circular for an inclusive list of allowable and unallowable expenses.

H.3.8. Allocated Costs

Allocated Costs are expenses that are not 100% directly related to a particular funding source/program. Suppliers may bill for these costs using a cost allocation plan.

H.3.9. Allowable and Unallowable Line Items/Expenses

May be found in SuperCircular 2 CFR Part 200

**OKLAHOMA STATE DEPARTMENT OF HEALTH
CONTRACT BUDGET FORM**

Contractor: _____ Date: _____

Contractor Contact: _____ Phone: _____

Contractor Address: _____

Dollar Amount: \$ _____

Summary Budget Request:

Budget Line Item	OSDH Amount	Match (if applicable)	TOTAL
Personnel/Salaries			
Fringe Benefits			
Travel/Training			
Supplies			
Contractual			
Admin Costs/IDC			
Other			
Total			

**** Local Match Funding source(s):** _____

Narrative/Detail Budget Request:

Personnel/Salaries							
Position Title	Staff Name	Annual Salary	No. Months	% Time	STATE	MATCH (if applicable)	TOTAL
Category Total							

**OKLAHOMA STATE DEPARTMENT OF HEALTH
CONTRACT BUDGET FORM**

Contractor Name: _____ Date: _____

Narrative/Detail Budget Request (Continued):

Fringe Benefits	STATE	MATCH (if applicable)	TOTAL
Category Totals			
Travel-PerDiem/Training	STATE	MATCH (if applicable)	TOTAL
Category Totals			
Supplies	STATE	MATCH (if applicable)	TOTAL
Category Totals			
Contractual	STATE	MATCH (if applicable)	TOTAL
Category Totals			
Admin Costs/IDC	STATE	MATCH (if applicable)	TOTAL
Category Totals			
Other	STATE	MATCH (if applicable)	TOTAL
Category Totals			
Category Totals			
Category Totals			
TOTAL PROGRAM COSTS			

Contractor's Signature: _____ Date: _____

Printed Name: _____ Title: _____

**OKLAHOMA STATE DEPARTMENT OF HEALTH
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement “BAA”, effective on the last signature date below, is entered into by and between the Oklahoma State Department of Health “Covered Entity” and _____
“Business Associate”.

BACKGROUND AND PURPOSE: The Parties have entered into, and may in the future enter into, one or more written agreements that require Business Associate to be provided with, to have access to, and/or to create Protected Health Information “PHI”, (the “Underlying Contract(s)”), that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and codified at 45 CFR, parts 160 and 164 (HIPAA Regulations). This BAA shall supplement and/or amend each of the Underlying Contract(s) only with respect to the Business Associate’s Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow Covered Entity to comply with Sections 164.502(c) and 164.314(a)(2)(i) of the HIPAA Regulations. Business Associate acknowledges that it is to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), Title XIII, of the American Recovery and Reinvestment Act of 2009, including Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in the BAA and in each of the Underlying Contract(s).

DEFINITIONS: Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided, however, that “PHI” and “ePHI” shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 CFR § 160.103, limited to the information Business Associate received from or created or received on behalf of the Oklahoma State Department of Health “OSDH” as OSDH’s Business Associate. “Administrative Safeguards” shall have the same meaning as the term “administrative safeguards in 45 CFR § 164.304, with the exception that it shall apply to the management of the conduct of Business Associate’s workforce, not OSDH’s workforce, in relation to the protection of that information.

Business Associate. “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.

Covered Entity. “Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 CFR 160.103.

HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, all as may be amended.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

Obligations of Business Associate: Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as required by law. Specifically, Business Associate agrees it will:

- (a) use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;
- (b) use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- (c) implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 CFR 164;
- (d) implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 CFR 164;
- (e) make its policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS);
- (f) not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;
- (g) in accordance with 45 CFR 164.502(e)(1) and 164.308(b), if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;
- (h) report to Covered Entity in writing any use or disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable but in no event later than five (5) calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a use or disclosure made in violation of this Agreement;
- (i) promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five (5) calendar days any Security Incident, as defined in the Security Rule, with respect to Electronic PHI;
- (j) with the exception of law enforcement delays that satisfy the requirements of 45 CFR 164.412, notify Covered Entity promptly, in writing and without unreasonable delay and in no case later than five (5) calendar days, upon the discovery of a breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 CFR § 164.404(c) at

the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. As used in this Section, "breach" shall have the meaning given such term at 45 CFR 164.402;

- (k) to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities, costs, and damages arising out of or in any manner related to the disclosure by Business Associate of any PHI or to the breach by Business Associate of any obligation related to PHI;
- (l) provide access to PHI in a Designated Record Set to Covered Entity, or if directed by Covered Entity to an Individual in order to meet the requirements of 45 CFR 164.524. In the event that any Individual request access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) working days of receiving a request. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;
- (m) make PHI available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 CFR 164.526;
- (n) document disclosure of PHI and information related to such disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528, and within five (5) working days of receiving a request from Covered Entity, make such disclosure documentation and information available to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five (5) working days of receiving a request such request to Covered Entity;
- (o) make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of HHS, authorized governmental officials, and Covered Entity for the purpose of determining Business Associate's compliance with the Privacy Rule. Business Associate shall give Covered Entity advance written notice of requests from DHHS or government officials and provide Covered Entity with a copy of all documents made available; and
- (p) ensure that all of its subcontractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, or have access to Covered Entity's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall ensure that its subcontractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.

Permitted Uses and Disclosures of PHI by Business Associate: Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity. Unless otherwise limited herein, Business Associate may:

- (a) use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;

- (b) disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that (i) the disclosure is Required by Law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as Required by Law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;
- (c) disclose PHI to report violations of law to appropriate federal and state authorities; or
- (d) aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;
- (e) make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;
- (f) de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [45 CFR §(d)(1)].

Obligations of Covered Entity:

- (a) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
- (c) Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.
- (d) Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.

Term and Termination:

- (a) Term. The Term of this Agreement shall be effective as of the date of the underlying agreement, and shall terminate on the date the underlying agreement terminates or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement (and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity if a cure period is specified).
- (c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and
5. Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) All other obligations of Business Associate under this Agreement shall survive termination.

Should Covered Entity become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Business Associate, Covered Entity shall provide Business Associate with written notice of such a breach in sufficient detail to enable **Business Associate** to understand the specific nature of the breach. CE shall be entitled to terminate the Underlying Contract associated with such breach if, after CE provides the notice to Business Associate, Business Associate fails to cure the breach within a reasonable time period not less than thirty (30) days specified by CE in such notice; provided, however, that such time period specified by OSDH shall be based on the nature of the breach involved [45 CFR §§ 164.504(e)(1)(ii)(A),(B) & 164.314 (a)(2)(i)(D)].

MISCELLANEOUS:

Interpretation: The terms of this BAA shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow CE to comply with the HIPAA Regulations. The bracketed citations to the HIPAA Regulations in several paragraphs of this BAA are for reference only and shall not be relevant in interpreting any provision of this BAA.

No Third Party Beneficiaries: Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Business Associate recognizes that any material breach of this Agreement or breach of confidentiality or misuse of PHI may result in the termination of this Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' underlying agreement, if any.

The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or BA to comply with the requirements of the Privacy Rule and related laws and regulations.

- (a) ODSH’s Notice of Privacy Practices is available on its website: www.ok.gov/health.
- (b) Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.
- (c) This Agreement embodies and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior Business Associate agreements, oral or written agreements, commitments, and understandings pertaining to the subject matter hereof.
- (d) If Business Associate maintains a designated record set in an electronic format on behalf of Covered Entity, then Business Associate agrees that within 30 days of expiration or termination of the parties’ agreement, Business Associate shall provide to Covered Entity a complete report of all disclosures of and access to the designated record set covering the three years immediately preceding the termination or expiration. The report shall include patient name, date and time of disclosures/access, description of what was disclosed/accessed, purpose of disclosure/access, name of individual who received or accessed the information, and, if available, what action was taken within the designated record set.

Amendment: To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to these revised obligations. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

A signed copy of this agreement shall be accorded the same force and effect as the original.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf.

OKLAHOMA STATE DEPARTMENT OF HEALTH

CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

**OKLAHOMA STATE
DEPARTMENT OF HEALTH**

SUB-RECIPIENT CONTRACTOR'S QUESTIONNAIRE

The financial and business responsibility of Oklahoma State Department of Health (OSDH) as a

SECTION A: PURPOSE & INSTRUCTIONS

Pass Through Entity (PTE) must ensure proper discharge of the Public Trust which accompanies the authority to expend Federal Funds. As such, adequate Business Management and Financial Management systems of Sub-grantees and Financial Assistance Contractors must meet the criteria outlined in OSDH's grant agreement, OMB Circulars, Code of Federal Regulations and Program Law. The accounting system should be integrated with an adequate system of internal controls to safeguard funds and assets, check accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed policies.

The OSDH is required to complete a risk assessment process for each sub-recipient award. Failure to complete this questionnaire will result in the inability of the OSDH to meet its requirements as a pass-through entity to file required FFATA reports, as well as inhibit the ability to OSDH to assess sub-grantee risk. Contractors who fail to provide a completed questionnaire will automatically be deemed high risk and subject to increased monitoring.

Page 2 must be completed for each new sub-recipient award.

The remainder of the questionnaire may be re-used as long as the information provided does not substantially change. Information provided regarding sub-grantee budgets, contracts, and revenue should cover the entirety of the organization's fiscal year.

Please answer every question, attaching material & providing explanations/comments where requested.

SUB-RECIPIENT CONTRACTOR'S QUESTIONNAIRE

SECTION A: GENERAL INFORMATION

NAME OF ORGANIZATION:

"DOING BUSINESS AS" NAME

ADDRESS:

CITY, STATE, ZIP+4, CONGRESSIONAL DISTRICT:

PRINCIPAL PLACE OF PERFORMANCE: *Primary site where work will be performed.*

ADDRESS:

CITY, STATE, ZIP+4:

EMPLOYER ID # _____ DUNN & BRAD# _____

DUNS 4 DIGIT EXTENSION # _____ PARENT DUNS # _____

SUBAWARD PROJECT DESCRIPTION: *Description should capture overall purpose of the sub-award.*

HIGHLY COMPENSATED OFFICERS: Does the public have access to information about the compensation of the five most highly compensated senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

YES _____ NO _____ If YES, skip to section A, if NO please list the names and total compensation of the five most highly compensated officers of your organization:

1. Number of employees in the organization: Full Time _____ Part Time _____
2. Are employees who control funds bonded against loss by reason of fraud or dishonesty? YES ___ NO ___
3. Indicate whether your organization is:

a. Local City Government _____	Local County Government _____
b. State Government _____	c. Federal Government _____
d. College or University _____	e. Sovereign Entity _____
f. Governmental Trust Authority _____	g. Non-Profit 501(c) (3) _____
h. For Profit _____	i. Association/Coalition _____
j. Other (Identify) _____	

Provide eligibility documentation i.e., Tax Exempt status as a 501(c) (3) Organization and etc.

4. Is your organization subject to board oversight? YES _____ NO _____
If yes, please attach a list of Board Members.
If no, skip to question #5.
- 4a) Does your organization's board have approved Bylaws? YES _____ NO _____
If yes, please attach a copy of the Board's approved Bylaws.
If no, skip to question #5d.
- 4b) Does your organization conduct business in accordance with the boards approved Bylaws? YES _____ NO _____
- 4c) Have the members of your organization's board been appointed in accordance with the approved Bylaws? YES _____ NO _____
- 4d) What was the date of your organization's most current board meeting in which there was a quorum? ____/____/_____
Please attach a copy of the approved minutes from this board meeting.
- 4e) Does your organization's board include individuals who are related family members of:
(Check all that apply)

Position	YES	NO
The Chief Financial Officer		
The Executive Director		
The Program Director		

- 4f) Do employees of your organization serve as board members? YES _____ NO _____

5. How many years has your organization been in business? _____

6. Does your organization maintain any accreditation/licensure related to the services it is providing for the OSDH? YES ____ NO ____

If yes, please list.

If no, skip to question 7.

6a) Is your organization in good standing with the accreditation/licensure it maintains?

YES ____ NO ____

7. Has your organization taken on new activities or services in the past 12 months?

If yes, please explain.

YES ____ NO ____

8. Has your organization experienced more than 33% increase or decrease in overall revenue/funding in the past 12 months? YES ____ NO ____

9. Has your organization experienced turnover or changes in assignments in any of the following key personnel in the past 12 months? *(Check all that apply)*

Position	YES	NO
The Chief Financial Officer		
Executive Director		
The Program Director		

10. Have there been any lawsuits filed or any undecided litigation against your organization in the past 12 months. YES ____ NO ____

11. Did your organization receive 80% or more of its annual gross revenues in Federal awards during your preceding fiscal year? YES ____ NO ____ *If YES, continue to question 12, if NO skip to Section B.*

12. Did your organization receive \$25,000.00 or more in annual gross revenues from Federal awards during your preceding fiscal year? YES ____ NO ____

SECTION B: BUSINESS MANAGEMENT SYSTEMS

13. Does your organization have established written Policies and Procedures (P&P) to cover the following business management areas?

Check each area.

Attach a copy only if requested.

AREA	YES	NO	NOT SURE
Human Resource/Personnel			
Procurement			
Accounting			
Property			
Travel			
Equal Employment Opportunity (EEOC)			
Health Insurance Portability Act of 1996 (HIPPA)			
Tobacco Use			

14. Does your organization have a record retention policy for the following documents? How long is the required retention period for the organization to maintain the following types of documents? *Match each box.*

Type of Record	YES	NO	# of Years
Programmatic Documents			
Financial Documents			
Other types of Documents			

15. Are time and activity distribution records (Personal Activity Reports) maintained by funding source and project for each employee to account for total hours (100%) devoted to your organization? YES ____ NO ____

All types of organizations, please provide a sample copy of the Time and Effort document used by your organization.

15a) If your organization is not a college or university, does your organization maintain Time and Effort or Personal Activity Reports that:

	YES	NO
include the employee's signature		
include a supervisor's signature		
Include a reporting of time which delineates between programs worked on by the employee		
include a reporting of total time worked by the employee		

15b) If your organization is a college or university, does your organization maintain Personal Activity Reports in accordance with 2 CFR Part 200 Cost Principles for Educational Institutions?
YES ____ NO ____

16. Are non-federal cash and/or third party in-kind cost share or matching funds supported by appropriate documentation? YES ____ NO ____

17. Does the organization have a written budgetary process and controls to preclude incurring obligations in excess of the grant amount of individual cost categories? YES ____ NO ____

18. Are purchase approval methods communicated and documented?
YES ____ NO ____

19. Are appropriate duties separated to ensure one individual is not controlling all aspects of a financial transaction/process? YES ____ NO ____ NOT SURE ____

SECTION C: ACCOUNTING SYSTEM & FUNDS MANAGEMENT

20. What type of accounting software does your organization utilize?

21. Does the accounting system account for cost by individual projects?
YES ____ NO ____

22. Does the accounting system accurately and completely track receipt and disbursement of funds by each grant and/or funding source?
YES ____ NO ____ NOT SURE ____

23. Does the accounting system provide for recording of actual expenditures for each contract/grant by component project and budget cost categories reflected in the approved budget? YES ____ NO ____

24. Which of the following best describes your organization's accounting system?
Manual ____ Automated ____ Combination ____ Other _____

25. How frequently do you post to the general ledger?
Daily ____ Weekly ____ Monthly ____ Other _____

26. Are common or indirect costs accumulated into cost pools for allocation to projects contracts and grants?
YES ____ NO ____ NOT SURE ____

27. Are the following books of account maintained?

TYPE	YES	NO
General Ledger		
Cash Receipts Journal		
Payroll Journal		
Purchase Journal		
General Journal		
Other: _____ Describe: _____		

28. Is the organization familiar with criteria and procedures for determination of allowable costs in connection with Federal grants and contracts?

YES _____ NO _____ NOT SURE _____

29. Does the organization have a working knowledge of the 2CFR Part 200 Supercircular?

YES _____ NO _____ NOT SURE _____

30. Does your organization expect to expend more than \$750,000 in federal funds during its current fiscal year, including federally funded contracts or grants awarded by other state agencies or other entities?

YES _____ NO _____

30a) What is the highest level of audit that your organization has undergone within the past 2 years?

A-133 _____

Yellowbook Audit in accordance with GAAS _____

Other audit, please specify type: _____

No audit done in past 2 years _____

Provide copy of last audit.

30b) What is your organization's fiscal year? (mm/yy to mm/yy) _____ to _____

31. Has your organization ever had a cost reimbursement grant?

YES _____ NO _____

32. Has your organization received funding from OSDH in the last two years?

YES _____ NO _____

33. Has your organization had a contract/grant with OSDH to provide these same services before?

YES _____ NO _____

34. Is your organization receiving funding from other sources to provide same or similar services to the services being provided in this contract/grant?

YES _____ NO _____

35. Please attach a schedule showing the total Federal dollars awarded to your organization by Program/Project identifying Federal Agencies and Pass Through Entitys for the two most recently completed fiscal years.

36. Please list any contracts/grants that your organization has with other state agencies in Oklahoma.

No other contracts/grants with the state agencies in Oklahoma. _____

Agency	Program	Amount
	Total	

37. What is the total amount of your organization's operating budget?

Please list all types of revenues Sources and their total amounts.

Source of Revenue	Amount
Total	

38. What is the capitalization level established by your organization for financial statement purposes to define an item as an asset/piece of equipment? \$ _____

COMMENTS/EXPLANATIONS

The total number of attachments is: _____

Attach numbered sheets as necessary.

PREPARED BY (SIGNATURE):

TITLE AND TYPED NAME:

DATE: _____

TELEPHONE/FAX/EMAIL:

I, _____, the undersigned do, under penalty of perjury, declare that the information contained in this document and any attachments is true and correct to the best of my knowledge and belief.

Signature of CEO

Date

I, _____, the undersigned do, under penalty of perjury, declare that the information contained in this document and any attachments is true and correct to the best of my knowledge and belief.

Signature of CFO

Date

**OKLAHOMA STATE DEPARTMENT OF HEALTH
CERTIFICATION OF INDEPENDENT CONTRACTOR STATUS**

1. I, _____ (Name of Individual) operating as _____ (independent contractor's business name), have agreed to provide services to Oklahoma State Department of Health (OSDH).
2. I have read the fact sheet on page two of this certification and understand that an independent contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.
3. I understand that based upon the representations in this Affidavit of Independent Contractor Status, I am requesting **OSDH's Policyholder** to classify my business to be that of an independent contractor; that **I am not an employee under the Worker's Compensation Act** and the policy held by the OSDH for Worker's Compensation Insurance for its employees; and that no premium be charged for the services performed pursuant to this job/project by my business during the policy year.
4. **I am an independent contractor, not an employee of the OSDH. I do not want worker's compensation insurance and understand that I am not eligible for Workers' Compensation benefits.**
5. I will obtain workers' compensation and employers' liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Workers' Compensation Act.
6. I have read and signed the fact sheet describing what is an Independent Contractor on page two of this certification, and the information provided is not the result of force, threats, coercion, compulsion or duress.
7. I understand that any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of any insurance policy containing false, incomplete or misleading information is guilty of a felony.

Independent Contractor Signature

Date _____ Printed Name _____ Title _____

Signature _____ Business Name _____

INDEPENDENT CONTRACTOR FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

Below are statements to help you decide if you are an independent contractor. No one statement is controlling, and your status is based on all the facts in your situation. If a statement describes your situation, then check the box. If at least six of the statements below do not describe your business and are unchecked, you should not sign the attached affidavit.

1. The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Are you a corporation or limited liability company? Do you maintain commercial general liability insurance or other business insurance?
2. The contractor exercises very little control over your work. For example: By the agreement, can the contractor exercise control on the details of the work or your independence? Do you exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work schedule (i.e. hours and days that will be worked)?
3. You are engaged in a distinct occupation or business for others. For example: Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?
4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor. For example: Is your work supervised by the Contractor?
5. Your occupation requires special skills, license, education or training.
6. The Contractor does not supply the things needed to perform your job such as the tools and the place of work. For example: Do you supply any of the materials or tools for the work? Do you operate a vehicle owned by the Contractor? Was the work performed at your business or the Contractor's business location or jobsite? Do you wear a uniform supplied by the Contractor?
7. The length of the job and how long you have worked for the Contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the Contractor regularly?
8. You are paid as a separate contractor, not as an employee. For example: Do you invoice the Contractor for your services? Are you paid by the job? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor? Does the Contractor pay your expenses?
9. Your work is not the regular business of the employer. For example: Is your work customarily done in the Contractor's line of business or as part of the Contractor's daily work? Have you ever been an employee of the Contractor? Do you work with other people hired by the Contractor on the work you perform?
10. You do not consider yourself an employee of the Contractor. For example: Will the Contractor withhold taxes or monies from your payment? Have you ever been an employee of the Contractor? Have you or your employees ever filed an insurance claim against the Contractor?
11. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of any insurance policy containing false, incomplete or misleading information is guilty of a felony.