



1. Solicitation #: 3400001746

2. Solicitation Issue Date: 03/01/2022

3. Brief Description of Requirement:

The purpose of this request for proposals (RFP) is to fund one (1) supplier who will provide primary prevention activities to decrease first-time perpetration of sexual violence. Please see attachment A for more information.

4. Response Due Date¹: 03/31/2022

Time: 3:00pm CST

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

U.S. Postal Delivery Address: x

 x

Common Carrier Delivery Address: x

 x

Electronic Submission Address: William.Weber@health.ok.gov

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

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

7. Contracting Officer:

Name: William Scott Weber
Phone: 405-426-8638
Email: William.Weber@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.



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

1. **RE: Solicitation #** 3400001746

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



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: State Department of Health Agency Number: 340

Solicitation or Purchase Order #: 3400001746

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 a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- 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 **OSDH** located at **123 Robert S Kerr Ave**

Oklahoma City, OK 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.



SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

Dispatch via Print

Request Quote ID.	Date	Buyer	Page
3400001746	03/01/2022	William Scott Weber	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	03/01/2022 08:00 AM	03/31/2022 03:00 PM	

Requisition Number Reference: Safenet RFP

Department of Health
 OKLAHOMA STATE DEPT OF HEALTH
 SHIPPING & RECEIVING
 123 ROBERT S. KERR AVE., SUITE 1702
 OKLAHOMA CITY OK 73102-6406

Ship To: OKLAHOMA STATE DEPT OF HEALTH
 SHIPPING & RECEIVING
 123 ROBERT S. KERR AVE., SUITE 1702
 OKLAHOMA CITY OK 73102-6406

Supplier: NAME _____
 Address: _____
 Address: _____
 City: _____ ST: _____ ZIP: _____

Bill To: OKLAHOMA STATE DEPT OF HEALTH
 ACCOUNTS PAYABLE
 123 ROBERT S. KERR AVE., SUITE 1702
 OKLAHOMA CITY OK 73102-6406

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	86000000 / Preventative Education	1	EA		

1. Provide 1.0 FTE to serve as the local coordinator and prevention educator. The local coordinator must:
 - a. Conduct activities at two or more levels of the Social Ecological Model. (https://www.cdc.gov/violenceprevention/pdf/sem_framework-a.pdf).
 - i. Fifty percent or more of the prevention strategies utilized by the Contractor must be at the community or societal levels of the Social Ecological Model.
 - b. Implement evidence-based and/or evidence-informed strategies/interventions to prevent sexual assault and promote healthy relationships with youth and/or young adults aged 10-24 years. Strategies/interventions must 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. Serve on a primary prevention focused committee designated by the OSDH and have representation at all designated meetings.
 - d. Submit a detailed report of activities with monthly invoices according to the guidance and format provided by the OSDH.
 - e. Participate in monthly conference calls and quarterly face-to-face meetings with the OSDH.
 - f. Develop subject matter expertise and remain up-to-date on current and emerging topics related to primary prevention of sexual violence, including health equity, shared risk and protective factors, and best practices in prevention.
 - g. Require staff attendance at OSDH-designated trainings, including one national-level training and one statewide conference annually. Dates, times and locations for these trainings shall be determined by the OSDH at a later date.
2. Conduct ongoing program evaluation to be developed in partnership with the OSDH and its designated program evaluator.
3. Comply with the OSDH guidance provided for approved activities and purchasing.

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

The purpose of this request for proposals (RFP) is to fund one (1) supplier who will provide primary prevention activities to decrease first-time perpetration of sexual violence.

Opening time of the bid is in CST, closing time of the bid is in CDT

Questions are due no later than March 29th, 3:00PM CDT

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

Attachment A

Duties of the Contractor:

The Contractor shall:

1. Provide 1.0 FTE to serve as the local coordinator and prevention educator. The local coordinator must:
 - a. Conduct activities at two or more levels of the *Social Ecological Model*. (https://www.cdc.gov/violenceprevention/pdf/sem_framework-a.pdf).
 - i. Fifty percent or more of the prevention strategies utilized by the Contractor must be at the community or societal levels of the *Social Ecological Model*.
 - b. Implement evidence-based and/or evidence-informed strategies/interventions to prevent sexual assault and promote healthy relationships with youth and/or young adults aged 10-24 years. Strategies/interventions must 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. Serve on a primary prevention focused committee designated by the OSDH and have representation at all designated meetings.
 - d. Submit a detailed report of activities with monthly invoices according to the guidance and format provided by the OSDH.
 - e. Participate in monthly conference calls and quarterly face-to-face meetings with the OSDH.
 - f. Develop subject matter expertise and remain up-to-date on current and emerging topics related to primary prevention of sexual violence, including health equity, shared risk and protective factors, and best practices in prevention.
 - g. Require staff attendance at OSDH-designated trainings, including one national-level training and one statewide conference annually. Dates, times and locations for these trainings shall be determined by the OSDH at a later date.
2. Conduct ongoing program evaluation to be developed in partnership with the OSDH and its designated program evaluator.
3. Comply with the OSDH guidance provided for approved activities and purchasing.

Duties of the OSDH:

The OSDH shall:

1. Provide funding to support 1.0 FTE to serve as the local coordinator and prevention educator.
2. Provide technical assistance in designing and implementing objectives/activities.
3. Analyze data gathered through evaluation of objectives/activities and provide results to the Contractor.
4. Conduct training workshops related to current and emerging topics such as health equity, shared risk and protective factors, and best practices in prevention.
5. Develop evaluation measures for objectives/activities and review annually.
6. Provide guidance and the form for submitting monthly activity reports.
7. Review and approve submitted complete monthly invoices from the Contractor.
8. Review and provide input on materials developed by the Contractor for the project.
9. Assist in facilitating project meetings to discuss project planning, implementation, and evaluation.
10. Collaborate with the Contractor on presentations, workshops, prevention activities, and strategic planning.

Evaluation Criteria

1. Community Profile and Statement of Need
2. Project Design/Approach
3. Project Evaluation
4. Organizational Capacity and Infrastructure
5. Alignment of Community Work and Evidence of Collaboration
6. Project Budget for Year 1



**CONTRACT BETWEEN
THE OKLAHOMA STATE DEPARTMENT OF HEALTH
AND
[CONTRACTOR NAME]**

General Instructions:

- 1) Ensure all contracts are prepared with the most current version of these terms and conditions. (Except contracts with OUHSC – see separate terms and conditions template for OUHSC contracts. OUHSC contracts should also be on the OSDH letterhead format and follow the same general structure of this template.) Assuring use of the most current version is accomplished by copying from a previous version of the contract or a separate Word document to a freshly saved copy of this template. Do not save a local copy or overwrite this template.
- 2) Review final document for clean page breaks between sections.
- 3) As the document is drafted, use X as a placeholder to reference attachments. As the last step in finalizing the document, perform a Find for “Attachment X” and number the attachments (A, B, C, D, etc.) in the order they appear in the contract. Finally, label the corresponding attachments “Attachment A, Attachment B, etc.” and add them to the PDF file in order. Review final document for attachments. Assure references to attachments are numbered (A, B, C, etc.) in the order they appear in the document, references to attachments are consistent throughout the document and that attachments are labeled accordingly. Attachments should be provided for all documents or information incorporated into the contract by reference. If a document is mentioned in the contract, it should be included in the contract as a numbered attachment.
- 4) Spell check!!!
- 5) Proofread after spell check!!!
- 6) Use page numbers (page X of Y) in the lower-right corner of the document.
- 7) Delete these instructions before finalizing contract, as well as the instructions applicable to each section (red font).
- 8) Documents will be prepared using Arial 12
- 9) Exceptions or changes to these standard terms and conditions must be submitted to the Agency Procurement Manager for review/approval. This includes any special conditions or requirements requested by the program area for Invoicing.
- 10) If this contract is with a tribal nation please notify the OSDH Office of the Tribal Liaison via email at triballiaison@health.ok.gov. See OSDH AP 1-39.

This contract is entered into between the Oklahoma State Department of Health, [OSDH PROGRAM NAME], hereinafter referred to as OSDH, by virtue of the authority vested in it by 74 O.S. § 85.1, et. al., and [CONTRACTOR NAME], 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.

Purpose:

The purpose of this contract is to [INSERT APPLICABLE LANGUAGE FROM CONTRACT TRANSMITTAL/PROGRAM SCOPE OF WORK. The Contract Purpose is a high-level description of the general scope of work – what goods or services are being acquired and why these services are needed/how they support a public health mission].

Contractor Relationship:

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

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.

Contract Period:

This Contract will begin on 08/01/2022, and terminate on the 01/31/2023. The Date of Award is the date the OSDH has in its possession a copy of the contract executed by both parties and a purchase order has been issued. This Contract shall include an option to renew for up to 1 additional one (1) year periods. This contract shall not take effect and no services may be provided prior to the Date of Award.

Contract Expense Cap:

\$24,200.00 – First contract period

\$48,400.00 – Renewal

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 #:	
---------	--

Award Name:	
Award Year:	
CFDA #:	
Federal Agency:	Awarding
Amount:	

Duties of the Contractor:

The Contractor shall:

1. Provide 1.0 FTE to serve as the local coordinator and prevention educator. The local coordinator must:
 - a. Conduct activities at two or more levels of the Social Ecological Model. (https://www.cdc.gov/violenceprevention/pdf/sem_framework-a.pdf).
 - i. Fifty percent or more of the prevention strategies utilized by the Contractor must be at the community or societal levels of the Social Ecological Model.
 - b. Implement evidence-based and/or evidence-informed strategies/interventions to prevent sexual assault and promote healthy relationships with youth and/or young adults aged 10-24 years. Strategies/interventions must 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. Serve on a primary prevention focused committee designated by the OSDH and have representation at all designated meetings.
 - d. Submit a detailed report of activities with monthly invoices according to the guidance and format provided by the OSDH.
 - e. Participate in monthly conference calls and quarterly face-to-face meetings with the OSDH.
 - f. Develop subject matter expertise and remain up-to-date on current and emerging topics related to primary prevention of sexual violence, including health equity, shared risk and protective factors, and best practices in prevention.
 - g. Require staff attendance at OSDH-designated trainings, including one national-level training and one statewide conference annually. Dates, times and locations for these trainings shall be determined by the OSDH at a later date.
2. Conduct ongoing program evaluation to be developed in partnership with the OSDH and its designated program evaluator.
3. Comply with the OSDH guidance provided for approved activities and purchasing.

Duties of the OSDH:

The OSDH shall:

1. Provide funding to support 1.0 FTE to serve as the local coordinator and prevention educator.
2. Provide technical assistance in designing and implementing objectives/activities.
3. Analyze data gathered through evaluation of objectives/activities and provide results to the Contractor.
4. Conduct training workshops related to current and emerging topics such as health equity, shared risk and protective factors, and best practices in prevention.
5. Develop evaluation measures for objectives/activities and review annually.
6. Provide guidance and the form for submitting monthly activity reports.
7. Review and approve submitted complete monthly invoices from the Contractor.
8. Review and provide input on materials developed by the Contractor for the project.
9. Assist in facilitating project meetings to discuss project planning, implementation, and evaluation.
10. Collaborate with the Contractor on presentations, workshops, prevention activities, and strategic planning.

GENERAL TERMS AND CONDITIONS

Access to Records Requirements:

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.

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.

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.

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.

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 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.

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.

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.

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.

Audit Requirements:

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.

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.

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

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:

- A. are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- B. 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;
- C. 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,
D. are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

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.

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 X) 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.

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.

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.

Entire Agreement:

This contract, including referenced attachments, taken together as a whole constitute the entire agreement between the OSDH and Contractor. No other statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied shall be binding or valid.

This contract, including referenced attachments, OSDH Request for Proposal and response of Contractor taken together as a whole constitute the entire agreement between the OSDH and Contractor. No other statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied shall be binding or valid.

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. Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the Contractor for financial statement purposes, or \$5000.

Maintenance of Insurance, Payment of Taxes, and Workers' Compensation:

A. 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:

- i. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- ii. 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 \$3,000,000 per occurrence;
- iii. Automobile Liability Insurance with limits of liability of not less than \$3,000,000 per occurrence, with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- iv. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;

- v. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence;
- vi. Medical Malpractice insurance, if applicable;
- vii. 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
- viii. Additional coverage required by State in writing in connection with a particular purchase or service.

B. 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.

C. 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.

If the Contractor does not carry workers' compensation insurance because it considers their business to be that of an independent Contractor, as defined by the Workers Compensation Act (85A O.S. § 1 et. seq.), and not that of an employee, the Contractor must complete the Affidavit of Exempt Status under the Administrative Workers' Compensation Act (CC-FORM-36A) through the Oklahoma Worker's Compensation Commission and provide proof of completion to the OSDH before any contractual services are provided.

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.

Force Majeure:

- A. 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. 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.

Invoicing:

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

- A. name, address and FEI number of the Contractor;
- B. invoice date;
- C. period covered by invoice;
- D. **purchase order number**;
- E. any other data, reports, information or documentation required by other conditions of the contract;
- F. detail of the services provided and be in accordance with the terms and conditions of this agreement.

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.

The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH
Division Name/Contract Monitor
Project Name
1000 NE 10TH Street
Oklahoma City, Oklahoma 73117-1299

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

Contractor.

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

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 sixty (60) days after the end of the applicable contract period.

Contractor agrees to provide a prompt pay discount of ____% for any invoices paid within thirty (30) days of receipt of a proper invoice.

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 Contractor, which reads as follows:

“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). “

The Contractor assures that all costs billed will be supported by documentation that will include, but not be 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.

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.

Limited English Proficiency:

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.

An inability by the Contractor 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.

Mandatory Requirements:

The use of the terms “shall,” “must” or “will” (except to indicate simple futurity) in this contract indicate a mandatory requirement or condition. The word “should” or “may” in this contract indicates desirable attributes of conditions and are permissive in nature.

Non-Collusion Certification:

The Contractor will complete and return the attached non-collusion certification, OMES-FORM-CP-004.

Notices

Notices under this contract shall be considered properly delivered when sent by certified mail to the business address of record or by email, delivery receipt requested, to the Contact Person identified in the contract.

Oklahoma Taxpayer and Citizen Protection Act of 2007:

By signing the contract, 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 contract. These warranties shall remain in effect through the entire term, including all renewal periods, of the Contract.

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.

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.

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.

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.

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.

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.

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 **X**) signed between the Parties.

Promotional 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.

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.

Statement of Responsibility and Liability:

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.).

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.

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 severable liability.

Travel and Related Expenses:

All costs associated with the execution of this contract are included in the costs described in the Contract Expense Cap section of this contract. Additional costs, including travel expenses, will not be reimbursed.

Use of OSDH Name or Logo:

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

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.

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

This Business Associate Agreement (“BAA”) is effective as of _____ (“Effective Date”), by and between the Oklahoma State Department of Health (“Covered Entity”) and _____ (“Business Associate”).

WHEREAS, Covered Entity has determined that it has components covered by HIPAA;

WHEREAS, Purpose of this BAA: The Parties may enter into one or more written agreements that requires Business Associate to be provided with, create, or have access to Protected Health Information (“PHI”).

WHEREAS, under HIPAA, Business Associate is classified as a business associate of Covered Entity and 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.

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

I. DEFINITIONS. Unless otherwise defined in this BAA, all terms used in this BAA have the meanings ascribed to the same terms in HIPAA.

- (a) “Breach” shall have the meaning set forth in 45 CFR § 164.402, including, without limitation, the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted by HIPAA.
- (b) “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 person or entity listed as the business associate on the signature page hereto.
- (c) “Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 CFR 160.103.
- (d) “HIPAA” shall mean: (i) the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR parts 160 and 164, and any subsequent amendments or modifications thereto, and (ii) the HITECH Act, and regulations promulgated thereunder, and any subsequent amendments or modifications thereto.
- (e) “HITECH Act” shall mean the provisions applicable to business associates under the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- (f) “PHI” shall mean Protected Health Information which Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity in connection with the performance of Services by Business Associate for Covered Entity.
- (g) “Privacy Rules” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, as may be amended, modified or superseded, from time to time.

- (h) “Protected Health Information” shall have the meaning set forth in 45 CFR § 160.103, including, without limitation, any information, whether oral, electronic or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; (ii) the provision of health care to an individual; or (iii) the past, present or future payment for the provision of health care to an individual; and (iv) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (i) “Required by Law” shall have the meaning set forth in 45 CFR § 164.103, including, without limitation, a mandate contained in law that compels Covered Entity or Business Associate to make a use or disclosure of Protected Health Information and that is enforceable in a court of law.
- (j) “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his/her designee.
- (k) “Security Incident” shall have the meaning set forth in 45 CFR § 164.304, including without limitation, the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI.
- (l) “Security Rules” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, as may be amended, modified or superseded from time to time.
- (m) “Unsecured PHI” shall have the meaning set forth in 45 CFR § 164.402, including, without limitation, Protected Health Information not secured through the use of encryption, destruction or other technologies and methodologies identified by the Secretary to render such information unusable, unreadable, or indecipherable to unauthorized persons.

II. OBLIGATIONS OF BUSINESS ASSOCIATE.

(a) Permitted Uses: Business Associate may use PHI to provide the services requested by Covered Entity; provided, however, that Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA. Business Associate may use PHI: (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; or (iii) as Required by Law.

(b) Permitted Disclosures: Business Associate may disclose PHI to provide the services requested by Covered Entity; provided, however, that Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA. Business Associate may disclose PHI: (i) for the proper management and administration of Business Associate if such disclosure is Required by Law or if "Reasonable Assurances" are obtained; (ii) to carry out the legal responsibilities of Business Associate if such disclosure is Required by Law or if "Reasonable Assurances" are obtained; or (iii) as Required by Law. To the extent that Business Associate discloses PHI to a third party pursuant to Section II(b)(i) or (ii) above under Reasonable Assurances, Business Associate must obtain in writing, prior to making any such disclosure: (i) reasonable assurance from the third party that such PHI will be held in a confidential manner; (ii) reasonable assurance from the third party that such PHI will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such third party; and (iii) an agreement from the third party to immediately notify Business Associate of any breaches of confidentiality of such PHI, to the extent the third party has obtained knowledge of such breach (collectively, “Reasonable Assurances”). Except as Required by Law, Business Associate shall not disclose PHI to a health plan for payment or healthcare operations if the individual subject to the PHI has requested such restriction, the individual (or designee) pays out of pocket in full for the health care item or service to which the PHI relates, and the restriction has been made known to Business Associate in accordance with Section 3(b) of this BAA. Business Associate shall not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity.

(c) De-identification. Business Associate shall not de-identify PHI without Covered Entity's prior consent.

(d) Appropriate Safeguards: Business Associate shall comply with the applicable provisions of the Security Rules and shall implement appropriate administrative, technical, physical, and security safeguards in compliance with HIPAA that reasonably and appropriately safeguard and protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. As required by HIPAA, Business Associate shall maintain policies, procedures, and documentation that address the safeguards to prevent, detect, contain, and correct security violations in accordance with 45 CFR 164. Business Associate shall 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).

(e) Notification Obligations: During the term of this BAA, Business Associate shall notify Covered Entity as soon as is reasonably practicable but in no event later than five (5) calendar days after the discovery of any use and/or disclosure of PHI not permitted by this BAA, a Breach of Unsecured PHI, or any material Security Incident, and shall provide Covered Entity with information regarding the improper use and/or disclosure, Breach or Security Incident as required by law. In the event 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.

(f) Mitigation: Business Associate shall take prompt corrective action to mitigate and cure, if possible, any harmful effect that is known to Business Associate of an improper use and/or disclosure of PHI, Breach, or Security Incident. Business Associate shall cooperate with Covered Entity regarding any Breach notification to third parties, and shall reimburse Covered Entity for any costs incurred by Covered Entity in complying with the applicable requirements of HIPAA resulting from a Breach of Unsecured PHI by Business Associate. To the extent allowed by law, Business Associate shall 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. Business Associate shall be deemed to discover a Breach of Unsecured PHI as of the first day on which such Breach is known, or should have been known, by Business Associate.

(g) Access to PHI: Within ten (10) days of receipt of a request, Business Associate shall make PHI maintained by Business Associate in a Designated Record Set, in Business Associate's possession or control, available to Covered Entity for inspection and/or copying to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. If a request for access to PHI is delivered directly to Business Associate, Business Associate shall as soon as possible, but no later than ten (10) days after receipt of the request, forward the request to Covered Entity. Business Associate shall provide access to a copy of electronic PHI maintained by Business Associate in a Designated Record Set to the Covered Entity in accordance with the provisions of this Section and HIPAA.

(h) Amendment of PHI: Within ten (10) days of receipt of a request, Business Associate shall make PHI maintained by Business Associate in a Designated Record Set, in Business Associate's possession or control, available to Covered Entity for amendment to enable Covered Entity to fulfill its obligations under 45 CFR § 164.526. Business Associate shall amend PHI maintained by Business Associate in a Designated Record Set, in Business Associate's possession or control, as directed by Covered Entity to enable Covered Entity to fulfill its obligations under 45 CFR § 164.526. If a request for amendment of PHI is delivered directly to Business Associate, Business Associate shall as soon as possible, but no later than ten (10) days after receipt of the request, forward the request to Covered Entity.

(i) Accounting of PHI Disclosures: Business Associate agrees to document disclosures of PHI and information related to such disclosures 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. Within five (5) days of receipt of a request

by Covered Entity, Business Associate shall make available to Covered Entity the information required to provide an accounting of such disclosures. Any accounting information shall include the information described in 45 CFR § 164.528(b), including, without limitation: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the written request for disclosure. If a request for an accounting of PHI is delivered directly to Business Associate, Business Associate shall as soon as possible, but no later than five (5) days after receipt of the request, forward the request to Covered Entity.

(j) Governmental Access to Records: Business Associate shall make PHI and its facilities, internal practices, books, records, accounts, and other information relating to the use and disclosure of PHI available to the Secretary, authorized governmental officials, and Covered Entity in a prompt and reasonable time and manner and shall cooperate with the Secretary concerning any investigation designed to determine Covered Entity's or Business Associate's compliance with HIPAA. Unless the Secretary directs otherwise, Business Associate shall promptly notify Covered Entity in writing of Business Associate's receipt of a request for information from the Secretary or notice concerning an investigation by the Secretary and shall provide Covered Entity with a copy of all documents made available to the Secretary.

(k) Business Associate's Agents and/or Subcontractors: To the extent Business Associate uses one or more subcontractors, vendors, or agents to provide Services to Covered Entity, and such subcontractors, vendors, or agents create, receive, maintain, or transmit PHI, Business Associate shall require in accordance with 45 CFR § 164.308(b) and 164.502(e) that each subcontractor, vendor, or agent agree in writing to be bound by the terms of this BAA and HIPAA to the same extent as Business Associate, including but not limited to the implementation of reasonable and appropriate safeguards to protect PHI. A fully executed copy shall be provided to Covered Entity. Following the discovery of non-compliance by a subcontractor, vendor, or agent of any of its obligations with respect to PHI, Business Associate shall promptly report such non-compliance to Covered Entity and shall ensure that its subcontractors, vendors, or agents agree to indemnify or hold harmless Covered Entity from all claims, liabilities, costs, and damages arising out of or in any manner related to the non-compliance or breach by Business Associate of any obligation related to PHI.

(l) Compliance with Standard Transactions: If Business Associate conducts, in whole or in part, Standard Transactions (as such term is defined in the Standards for Electronic Transactions Rule at 45 CFR Parts 160 and 162, as may be amended, modified or superseded, from time to time) for or on behalf of Covered Entity, Business Associate will comply, and will require any of its subcontractors or agents involved with such Standard Transactions on behalf of Covered Entity to comply, with each applicable requirement of 45 CFR Parts 160 and 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked "not used" in a Standard Transaction or are not in the Standard Transactions' implementation specification; or (iv) changes the meaning or intent of the Standard Transactions' implementation specifications.

(m) Additional Obligations: Business Associate shall comply with the requirements of HIPAA, which are applicable to Business Associate as a business associate of the Covered Entity, including all regulations which are issued to implement such requirements, as may be amended, modified or superseded from time to time. To the extent Business Associate carries out one or more of Covered Entity's obligation(s) under 45 CFR Part 164, Subpart E, in the performance of such obligations, Business Associate shall comply with the requirements of 45 CFR Part 164, Subpart E, that apply to Covered Entity to the same extent as required by Covered Entity.

III. OBLIGATIONS OF COVERED ENTITY.

(a) Notice of Privacy Practices: ODSH's Notice of Privacy Practices is available on its website: www.ok.gov/health.

(b) Restrictions on Use or Disclosure: Covered Entity shall only disclose PHI to Business Associate or to others, pursuant to this BAA, in a manner and to an extent permitted by HIPAA. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individuals to use and/or disclose PHI, to the extent such changes or revocations may affect Business Associate's permitted or required uses and/or disclosures of PHI. Further:

- (i) Covered Entity shall notify Business Associate of any restriction to the use and/or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction may affect Business Associate's permitted or required uses and/or disclosures of PHI;
- (j) 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; and
- (ii) Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between OSDH 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.

IV. TERM AND TERMINATION.

(a) Term: This BAA shall commence on the Effective Date and shall remain effective for the entire term that Business Associate provides Services for Covered Entity or until terminated in accordance with the provisions in this BAA.

(b) Termination for Cause: Either party may terminate this BAA by notice in writing to the other party, if the other party materially breaches this BAA in any manner and such material breach continues for a period of thirty (30) days after written notice is given to the breaching party by the other party specifying the nature of the breach and requesting that it be cured. If termination of this BAA is not feasible, the non-breaching party shall report the breach to the Secretary if required by HIPAA.

(c) 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.

(d) 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: (i) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (ii) Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form; (iii) 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; (iv) 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 (v) 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. If destruction of PHI is permitted under this Subsection, Business Associate shall notify Covered Entity in writing that such PHI has been destroyed. All other obligations of Business Associate under this BAA shall survive termination.

V. CONSTRUCTION. This BAA shall be construed as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA.

VI. HEADINGS. The headings contained in this BAA are included only for convenience of reference and do not define, limit, explain or modify this BAA or its interpretation, construction or meaning and are in no way to be construed as part of this BAA.

VII. NOTICE. All notices and other communications required or permitted pursuant to this BAA shall be in writing, addressed to the party at the address set forth at the end of this BAA, or to such other address as any party may designate from time to time in writing in accordance with this Section. All notices and other communications shall be sent by: (i) registered or certified mail, return receipt requested, postage pre-paid; (ii) overnight mail by a reputable carrier; (iii) facsimile with a copy sent by First Class Mail, postage pre-paid; or (iv) hand delivery. All notices shall be effective as of the date of delivery if by hand delivery or overnight mail, two (2) days following the date of facsimile, or if by certified mail on the date of receipt, whichever is applicable.

VIII. ASSIGNMENT. This BAA and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred by either party without the prior written consent of the other party and any assignment or transfer without proper consent shall be null and void.

IX. GOVERNING LAW. Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of this BAA shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles. Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of the BAA shall be in the appropriate state or federal court in Oklahoma County, Oklahoma. Further, notwithstanding any provision in the BAA, the Department, as an agency of the State of Oklahoma, does not waive the doctrine of sovereign immunity and immunity from suit to the extent authorized by the Constitution and laws of the State of Oklahoma nor any other right or defense available to the Department.

X. BINDING EFFECT; MODIFICATION. This BAA shall be binding upon, and shall ensure to the benefit of, the parties hereto and their respective permitted successors and assigns. This BAA may only be amended or modified by mutual written agreement of the parties; provided, however, that in the event any provision of this BAA shall conflict with the requirements of HIPAA, this BAA shall automatically be deemed amended as necessary to conform to such legal requirements at all times. 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.

XI. NO THIRD-PARTY BENEFICIARIES. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person or entity other than Covered Entity, Business Associate and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

XII. COUNTERPARTS. This BAA may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one BAA.

XIII. ENTIRE AGREEMENT. This BAA constitutes the entire agreement between the parties with respect to the matters contemplated herein and supersedes all previous and contemporaneous oral and written agreements, negotiations, commitments, and understandings.

XIV. AUTHORIZATION. The execution of this BAA is fully authorized by each party. No party is under any legal disability and the person(s) signing below have appropriate authority to bind their respective parties by execution of this BAA on their behalf.

[Signatures on following page]

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in their respective names by their duly authorized representatives as of the Effective Date.

COVERED ENTITY:

Oklahoma State Department of Health _____

By: _____

Print Name: Mykel Fry _____

Title: Chief General Counsel _____

Address: 123 Robert S Kerr Avenue
Oklahoma City, OK 73102

BUSINESS ASSOCIATE:

By: _____

Print Name: _____

Title: _____

Address: _____

**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.*

Did your organization (1) receive 80% or more of its annual gross revenues in Federal awards during your preceding fiscal year and (2) receive \$25,000,000.00 or more in annual gross revenues from Federal awards during your preceding fiscal year? **YES** **NO** If NO, skip to Section B.

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 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 _____

SECTION B: BUSINESS MANAGEMENT SYSTEMS

11. 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			

12. 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			

13. 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 _____

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

15. 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 _____

16. Are purchase approval methods communicated and documented?
YES _____ NO _____

17. 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

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

19. Does the accounting system account for cost by individual projects?
YES _____ NO _____

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

21. 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 _____

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

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

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

25. Are the following books of account maintained?

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

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

YES _____ NO _____ NOT SURE _____

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

YES _____ NO _____ NOT SURE _____

28. 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 _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

32. 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 _____

33. 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.

34. 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	

35. 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	

36. 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