



Solicitation #:

Solicitation Issue Date:

Brief Description of Requirement:

Response Due Date¹:

Time:

CST/CDT

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

Agency Name:

- U.S. Postal Delivery:
- Carrier Delivery:

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

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

1. **Shipping Location:**

2. **Contracting Officer:**

Name:

Phone:

Email:

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

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



Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # _____

2. Bidder General Information:

FEI / SSN : _____

VEN ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹ (type "X" at one below):

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State (type "X" at one below):

☐ 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 (type "X" at one below):

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/fagbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/fags.html#c221>



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

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

Solicitation or Purchase Order #: _____

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.

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 (type "X" at one below):

☐ 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



SOLICITATION REQUEST

☐ Request for Quote

☐ Request for Proposal

☐ Request for Bid

Dispatch via Print

Department of Health
OKLAHOMA STATE DEPT OF HEALTH
SHIPPING & RECEIVING
1000 NE 10TH ST
OKLAHOMA CITY OK 731171299

Request Quote ID.	Date	Buyer	Page
3400001185	04/29/2013	Madeline Moreau	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	04/26/2013 04:42 AM	05/24/2013 03:00 PM	
Requisition Number Reference:		A004136	

Ship To: OKLAHOMA STATE DEPT OF HEALTH
SHIPPING & RECEIVING
1000 NE 10TH ST
OKLAHOMA CITY OK 731171299

Bill To: OKLAHOMA STATE DEPT OF HEALTH
ACCOUNTS PAYABLE
1000 NE 10TH ST
OKLAHOMA CITY OK 731171299

Vendor: NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	85111507 / Contract to provide abstinence education/positive youth development education/mentoring to Oklahoma children and youth	1	8R		

Contract Period: Date of Award through September 30, 2013 with the option to renew for up to two (2) additional one-year periods

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

This is NOT AN ORDER

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

Authorized Signature

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. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "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.1.5. "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 _____ located at _____
_____ at the time and date specified in the solicitation as the Response Due Date and

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 order of preference:
 - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.2. Solicitation, as amended (if applicable); and
 - A.9.2.3. 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.
- 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 State prior to the closing date.

A.13. 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 580:16-7-32.

A.14. Award of Contract

- A.14.1. 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.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3. 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.15. Contract Modification

- A.15.1. 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 Contract Modification, signed by the State Purchasing Director.
- A.15.2. 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 Contract Modifications, 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.16. Delivery, Inspection and Acceptance

- A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(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.16.2. 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.17. Invoicing and Payment

- A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

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

A.19. Audit and Records Clause

- A.19.1. 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.19.2. The successful bidder(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.20. 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.21. 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.22. 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.23. Termination for Cause

- A.23.1. 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.23.2. 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.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.24.1. 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.24.2. 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.25. Insurance

The successful bidder(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.26. 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.27. 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.28. 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.29. 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.

B. SPECIAL PROVISIONS

B.1. Contract Period:

B.1.1. This contract shall begin on Date of Award and terminate on September 30, 2013. There shall be an option to renew for two (2) additional one-year periods (October 1 through September 30). Renewals shall be contingent upon the needs of the OSDH, the Supplier's performance and funding availability.

B.2. Contract Expense Cap:

B.2.1. The OSDH has a proposed budget of \$130,000.00 to reimburse a maximum of four (4) positive youth development and character education projects. Bidders may submit proposals for more than one project. The total amount for the contracts will not exceed \$130,000.00. Awarded amount may not be the same as the bidder's proposed project amount. For purposes of this project *the initial budget period runs for the Federal Fiscal Year Date of Award through September 30, 2013.*

B.2.2. Total award amount from the OSDH to fund this contract is contingent upon receipt of federal funds.

A 75% MATCH IS REQUIRED OF THE PROJECT.

B.2.3. Renewal amounts will be the same amount as the final contract award for the first contract period (Date of Award – 9/30/2013). Final approval of the renewal amounts will be at the sole discretion of the OSDH, shall not exceed the original contract amount by 30%, and will depend on the availability of funds and project progress.

B.3. Federal Award Information:

Award Name	State Abstinence Education Grant Program (AEGP)
Award Year	2012
CFDA Number	93.235
CFDA Name	Abstinence Education Grant
Federal Awarding Agency	DHHS ACF

B.4. Funding Accountability and Transparency Act of 2006 (FFATA)

B.4.1. Suppliers 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. Suppliers may be required to submit additional information to satisfy FFATA compliance.

B.5. Supplier Relationship:

B.5.1. In accordance with the Office of Management and Budget (OMB) Circular A-133, the relationship between the OSDH and the Supplier for this contract is that of a Sub-Recipient.

B.5.2. 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 and systems meet the standards and requirements set forth in 45 CFR part 74 or 92, as applicable.

B.5.3. In addition, Suppliers shall request reimbursement of costs from OSDH only when those costs comply with General Requirements in OMB Circular A-102 or A-110 and the Federal costs Principles (2 CFR 220, 2 CFR 225 and 2 CFR 230) applicable to the Supplier'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 Suppliers approved budget.

B.6. Access to Records Requirements:

B.6.1. The Supplier 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 Supplier also agrees to allow the State Auditor's Office, GAO, the Oklahoma Office 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 Supplier further agrees to assure appropriate access by the aforementioned parties to any subSupplier's associated records.

B.6.2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues, which arise from it, or until the end of the regular seven-year period, whichever is later.

B.6.3. The OSDH may routinely request supporting documentation to validate vendor payments.

B.7. Advance Payment Prohibited:

B.7.1. No payment in advance of or in anticipation of goods or services to be provided under this contract shall be made by the OSDH.

B.8. Amendments:

B.8.1. Any modifications or amendments to this contract shall be in writing, dated and executed by both the Supplier and the OSDH and must receive final approval by Office of Management and Enterprise Services.

B.9. Applicable Law:

B.9.1. This contract shall be governed in all respects by the laws of the State of Oklahoma.

B.10. Assignment and Delegation:

B.10.1. The services to be performed under this sub-recipient contract shall not be subrogated, in whole or in part, to any other person or entity without the prior written approval of the OSDH. If the Supplier cannot perform the services as identified in this contract, the Supplier 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 Supplier will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. Approval by OSDH of a subcontract shall not relieve the Supplier of any responsibility for performance under this contract.

B.11. Audit Requirements:

Supplier shall determine which of the following is applicable to their organization:

B.11.1. Suppliers expending federal funds from all funding sources, in excess of the threshold established in OMB Circular A-133 shall be required to have an independent audit. The independent audit must be conducted in accordance with Government Auditing Standards (GAS) and OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations"; as required to comply with the Single Audit Act of 1984, Amendments of 1996 (31 U.S.C. 7501 et seq.). Audit costs may not be charged to any OSDH contracts when no audit has been performed, or has not been prepared in accordance with this requirement.

B.11.2. Suppliers expending a total of \$75,000.00 or more in state funds from all OSDH programs shall have an independent audit of its operations conducted in accordance

with Government Auditing Standards (GAS). The audit shall include a Supplementary Schedule of OSDH Awards listing the revenues and expenditures by purchase order number.

B.11.3. The Supplier agrees to provide the OSDH with a copy of the applicable (A-133 or GAS) audit and a copy of the management letter for the fiscal year(s) of this contract or for the period in which the contract is awarded. The Supplier shall provide the OSDH a copy of the applicable audit within nine (9) months of the Supplier's fiscal year end. The audit should be mailed to: The Oklahoma State Department of Health, Procurement Service, 1000 NE 10th Street, Suite 309, Oklahoma City, OK 73117.

B.12. Cancellation Clause:

B.12.1. 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. In the event this contract is cancelled by either party, the OSDH shall be responsible for reimbursement for goods or services received or provided prior to the cancellation date. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

B.13. Charitable Choice Providers:

B.13.1. Providers who are members of the faith community are eligible to compete for contracts with the State of Oklahoma on the same basis as any other provider. Such providers shall not be required to alter their forms of internal governance, their religious character or remove religious art, icons, scripture, or other symbols. Such providers may not, however, discriminate against clients on the basis of their religion, religious beliefs, or clients' refusal to participate in religious practices. (45 CFR Part 87.1c Organizations that receive direct financial assistance from the Department under any Department program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance from the Department. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded with direct financial assistance from the Department, and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.)

B.14. Contract Monitoring Plan:

B.14.1. This contract will be monitored by the OSDH based on the completion of a Risk Assessment Process. As a part of the Risk Assessment Process, the Supplier will be required to complete a Supplier's questionnaire. Information related to Programmatic requirements, the contract specifications, and responses to the Supplier's questionnaire, 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 Supplier 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 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 Supplier.

- B.14.2.** All communication related to this contract will be between the Supplier's Contact Person and the OSDH Contract Monitor. The OSDH Contract Monitor for this contract is (name will be supplied at award):

Oklahoma State Department of Health
Child Guidance Service
1000 NE 10th Street, Room 703
Oklahoma City, OK 73117-1299

B.15. Contract Persons:

- B.15.1.** For the purposes of this contract, all contacts with the Supplier shall be directed to its representative: _____ at telephone number: _____.

- B.15.2.** For the purposes of this contract, all contacts with the OSDH shall be directed to its representative, which will be supplied at award.

B.16. Entire Agreement:

- B.16.1.** This contract, including referenced attachments, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

B.17. Equipment and Other Purchases:

- B.17.1.** It is understood that no items of equipment, property or other capital purchases shall be reimbursed under the provisions of this contract unless specifically allowed in the attached line item budget. If equipment is allowed to be purchased by the Supplier, 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 Supplier for financial statement purposes, or \$5,000.00.

B.18. Event of Default:

- B.18.1.** In the event the Supplier fails to meet the terms and conditions of this contract or fails to provide services in accordance with the provisions of the contract, the State of Oklahoma at its sole discretion, may withhold payments claimed by the Supplier or may by written notice of default to the Supplier, cancel this contract. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Supplier shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma Office of Management and Enterprise Services. *Exception to standard cancellation clause of thirty (30) days notice.

B.19. Evidence of Insurability:

- B.19.1.** The Supplier 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 and shall provide evidence of insurability (Certificate of Insurance), from the insurance carrier prior to commencement of any work in connection with the Contract. The Supplier is also required to 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. The Supplier shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide OSDH Procurement Service with evidence of such insurance and renewals. Such policy

shall require thirty days advance notice of cancellation be provided to OSDH Procurement Service.

B.20. Failure to Comply Statement:

B.20.1. The Supplier shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Supplier agrees that should it be in noncompliance, the contract may be suspended or cancelled in part or in whole. Compliance with the requirements shall be the responsibility of the Supplier, without reliance on or direction by the OSDH.

B.21. Force Majeure:

B.21.1. The Supplier shall not be liable for any damages resulting from any delay in delivery or failure to give notice of delay that directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of the Supplier.

B.22. Invoicing:

B.22.1. A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered and include the following items;

B.22.1.1. name, address and FEI number of the Supplier,

B.22.1.2. invoice date,

B.22.1.3. period covered by invoice,

B.22.1.4. purchase order number,

B.22.1.5. any other data, reports, information or documentation required by other conditions of the contract,

B.22.1.6. detail of the services provided and be in accordance with the terms and conditions of this agreement,

B.22.1.7. for invoices involving payment for the Supplier's time, the invoice must be signed and contain the following statement: "By my signature I attest that this invoice is an accurate and true representation of my time in relation to the services provided to the OSDH."

B.22.2. The invoice shall be submitted to:

Oklahoma State Department of Health
Child Guidance Service
1000 NE 10th Street
Oklahoma City, OK 73117-1299

B.22.3. The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Supplier.

B.22.4. The OSDH may withhold or delay payment to any Supplier failing to provide required programmatic documentation and/or requested financial documentation.

B.22.5. The Supplier assures that all costs billed will be supported by documentation that will include, but not limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization. The Supplier further assures that all billings will be based on actual costs incurred.

B.22.6. If the Supplier 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 Supplier, the Supplier 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 Supplier.

B.23. Limited English Proficiency:

B.23.1. Where a significant number or proportion of the population eligible to be served or likely to be directly affected by a federally assisted program needs service or information in a language other than English in order to effectively be informed of or participate in the program, the Supplier shall take reasonable steps, considering the scope of the program and the size and concentration of such population, to provide the information in appropriate languages to such persons.

B.23.2. An inability by the Supplier to provide the information in the appropriate language to a significant number or proportion of the population eligible to be served or likely to be directly affected by the program shall result in termination of the contract.

B.24. Mandatory Requirements:

B.24.1. The OSDH has established certain mandatory requirements that must be included in the bid response. The use of the terms "shall", "must" or "will" (except to indicate simple futurity) in this RFP indicate a mandatory requirement or condition, which by failure to meet or provide will be cause for the bid response being deemed non-responsive. The word "should" or "may" in this RFP indicate desirable attributes of conditions and are permissive in nature. Deviation from or omission of such a desirable feature will not by itself cause a bid to be non-responsive.

B.25. Non-Responsive Bids:

B.25.1. Bids which do not meet all material requirements of this RFP or which fail to provide all required information, documents or materials may be determined as non-responsive and may not be evaluated. Material requirements of the RFP are those as set forth as mandatory.

B.26. Other Certifications:

B.26.1. The Supplier certifies compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and 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, and the Single Audit Act of 1984; as applicable.

B.27. Privacy Clause:

B.27.1. The Supplier shall, at all times, maintain confidential all information pertaining to any person, patient, or client with whom it has a professional relationship, contact or contract. No information shall be released to any person or party not directly employed by the Supplier without first obtaining such person's patient's or client's expressed written consent of a custodial parent, court appointed guardian, court authorized foster parent, or authorized self-consenting minor, subject however, to all applicable state and federal statutes, rules and regulations.

B.28. Personnel Activity Reports:

B.28.1. The Supplier and any approved sub-Supplier 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 Supplier's specific entity type, i.e. State and Local Government, Non-Profit, Colleges and Universities, etc. (Suppliers may refer to 45 CFR 74or 92 to determine their applicable Federal Cost Principle.) The above requirements will apply to all Suppliers regardless of the type funds being reimbursed Suppliers by the OSDH.

B.29. Procurement Integrity:

B.29.1. The Supplier 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 Supplier or its employees.

B.30. Protecting and Securing Protected Health Information:

B.30.1. To the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR, Parts 142, 160 and 164 and HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations is applicable to this contract, Supplier, its officers and employees (collectively, "Supplier") and Oklahoma State Department of Health ("OSDH"), together known as the "Parties", agree as follows. The Parties acknowledge that they may have or obtain access to confidential protected health information ("PHI"), including but not limited to individually identifiable health information. The Parties may use PHI solely to perform their respective duties and responsibilities under the contract and only as provided in the contract. The Parties acknowledge and agree that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in the contract or by law. Specifically, The Parties agree they will:

- B.30.1.1.** Not use or further disclose PHI except as permitted in the contract or as required by law, and in such case, disclose only the minimum necessary;
- B.30.1.2.** Protect and safeguard from any oral and written disclosure all confidential information, regardless of the types of media on which it is stored, with which the Parties may come in contact;
- B.30.1.3.** Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the contract or as required by law;
- B.30.1.4.** Ensure that all of its subSuppliers, vendors, and agents to whom it provides PHI pursuant to the terms of the contract, shall agree to all of the same restrictions and conditions to which the Parties are bound. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;
- B.30.1.5.** Supplier must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to the OSDH Privacy Officer within 48 hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of contract. Supplier will mitigate any harmful effects from the breach of confidentiality, privacy or security as required by law. Any notice required to be issued under the HITECH Act shall be coordinated with OSDH;
- B.30.1.6.** The parties intend that each shall be responsible for its officers, employees, subSuppliers and/or agents' intentional and negligent acts or omissions to act for all claims, liabilities, costs and damages arising out of or in any manner related to the disclosure of any PHI or to the breach by either Party of any obligation related to PHI;
- B.30.1.7.** Safeguards PHI in accordance with the requirements of 45 CFR § 164.302-318;
- B.30.1.8.** Supplier agrees to provide access to PHI at the request of OSDH, or to an individual as directed by OSDH, in order to meet the requirements of 45 C.F.R. § 164.524 which provides patients with the right to access and copy their own protected information within 30 days;
- B.30.1.9.** Make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526 within 30 days of request;
- B.30.1.10.** Supplier agrees to provide OSDH or an individual information to permit OSDH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528 within 30 days of request;
- B.30.1.11.** Make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by one party on

behalf of the other available to the Secretary of Health and Human Services, governmental officers and agencies, and OSDH for the purpose of determining compliance with 45 CFR §§ 164.500-534 within 30 days of request;

- B.30.1.12.** Upon termination of the contract, return or destroy all PHI, if feasible, received from or created or received by each Party on behalf of the other Party which the Parties maintain in any form, and retain no copies of such information. If such return or destruction is not feasible, the Parties will extend the precautions of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- B.30.1.13.** Comply with all applicable laws and regulations related to privacy and security, specifically including, but not limited to, HIPAA;
- B.30.1.14.** Supplier agrees that PHI or provider information cannot be remarketed, summarized, distributed, or sold to any other organization without the express written approval of OSDH;
- B.30.1.15.** Supplier agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR §§ 160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 USC §§ 1320d – 1320d-8;
- B.30.1.16.** Supplier agrees to report potential known violations of 21 Okla. Stat. § 1953 to the OSDH Legal Division within 48 hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system.
- B.30.1.17.** Supplier shall, following the discovery of a breach of unsecured PHI as defined in the HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations, notify the OSDH of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the OSDH's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Supplier as if the first day on which such breach is known to Supplier or by exercising reasonable diligence, would have been known to Supplier. Supplier shall provide such notification to OSDH without reasonable delay and in no event later than 48 hours after discovery of the breach. Such notification will contain the required elements required in 45 CFR § 164.410.
- B.30.1.18.** Supplier shall report to the OSDH any use or disclosure of PHI which is not in compliance with the terms of this Contract of which it becomes aware. Supplier shall report to OSDH any Security incident of which it becomes aware. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with practicable, any harmful effect that is known to Supplier of a use or disclosure of PHI by Supplier in violation of the requirements of this Contract.

- B.30.2.** The Parties agree to abide by any determination made by OSDH as to the applicability of HIPAA in regard to any obligation or duty recognized, identified or performed by Organization pursuant to this contract. The Parties recognize that any breach of confidentiality or misuse of information may result in the termination of the contract and/or legal action. Said termination may be immediate and need not comply with any termination provisions in the parties' contract. The Parties further recognize that a disclosure or improper use of PHI may subject the Parties to liability for their wrongful conduct. Except as otherwise limited in the contract, the Parties may use or disclose PHI to perform the function, activities, and services for, or on behalf of, the other Party

as specified in the contract, provided that such use or disclosure would not violate applicable HIPAA provisions if done by such other Party.

B.31. Promotional or Incentive Items:

B.31.1. Promotional and incentive items as gifts are unallowable. Incentive items may be used to encourage an individual to participate in a program or survey by performing a specific task for the benefit of the OSDH and must conform to OSDH Memorandum of Legal Opinion, dated June 1, 2009. The incentive item used for encouragement shall be given to the individual only after the individual has completed the task.

B.32. Statement of Responsibility and Liability:

B.32.1. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers, and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, Title 51, O.S., 2001, §§151 et seq.

B.32.2. The Supplier shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment

B.32.3. The Supplier agrees to hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Supplier and/or its agents, servants, and employees in the performance of this contract. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

B.33. Tobacco Free Policy:

B.33.1. To the extent allowed by Oklahoma law, the Supplier providing services to the public on behalf of OSDH shall follow the OSDH tobacco-free policy in the performance of services for OSDH. (See Attachment G.2.)

B.34. Travel and Related Expenses:

B.34.1. If travel costs and related expenses are a part of the contract, the Supplier's request for reimbursement shall not exceed those authorized by the Federal Conus Rates published at the GSA website located at www.gsa.gov/portal/category/100000. Those requirements are stated in the State of Oklahoma's State Travel Reimbursement Act, Title 74 O.S. 2001 §500.1 et seq. All out-of-state travel where reimbursement is requested must be pre-approved in writing by the OSDH. In addition, OSDH allowable travel costs must directly related to the activities of the contract and therefore may require allocation of those costs to all programs benefitted based on an equitable allocation methodology.

B.35. Unavailability of Funding:

B.35.1. 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 Supplier by certified mail. The OSDH shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction shall be specified in the notice. In the event of a reduction, the Supplier may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. In the event this contract is cancelled under this section, Supplier agrees to take all reasonable steps to minimize termination costs. The OSDH agrees to reimburse Supplier 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.

*This clause provides exception to the amendment clause and the cancellation clause of thirty (30) days notice.

B.36. Waiver of Breach:

B.36.1. No failure by the OSDH to enforce any provisions hereof after any event of default by the Supplier shall be deemed a waiver of the OSDH's rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the contract.

C. SOLICITATION SPECIFICATIONS

C.1. Purpose:

- C.1.1.** The purpose of this RFP is to provide funding for education and intervention that promotes positive youth development and character education to organizations that will **either** provide programs as in-class instruction, as an after school program, and/or as a summer program for youth in grades Pre-K through 8; **or** provide mentoring/counseling to a specific youth population as an established best practice..
- C.1.2.** Projects may focus on communities/counties where adolescent teen birth rates are higher than 21.5 per 1,000 girls ages 15-19 years; **or**
- C.1.3.** Projects may focus on a specific youth population, such as youth in foster care, youth of incarcerated parents, youth without adequate supervision, or youth that are likely to engage in risky behaviors.
- C.1.4.** Projects will also emphasize that parents can be the primary sexuality educators of their children.

C.2. Curriculum:

Projects providing in-class instruction, an after school program, and/or a summer program should use one of the following curricula: Raising Healthy Children, Draw the Line/Respect the Line, Making A Difference, Promoting Health Among Teens, Choosing the Best, Basic Wait Training, Puberty: The Wonder Years. Additional curriculum may be considered for use upon review and approval by the Child Guidance Service. All education materials that are presented as factual will be grounded in scientific research and will be reviewed for medical accuracy. Projects must address at least one of the following federal legislative priorities for abstinence education;

- C.2.1.** (A) has as its exclusive purpose, teaching the social, psychological, and health status gains to be realized by abstaining from sexual activity;
- C.2.2.** (B) teaches abstinence from sexual activity outside marriage as the expected standard for all school age children;
- C.2.3.** (C) teaches that abstinence from sexual activity is the only certain way to avoid out-of-wedlock pregnancy, sexually transmitted diseases, and other associated health problems;
- C.2.4.** (D) teaches that a mutually faithful monogamous relationship in the context of marriage is the expected standard of human sexual activity;
- C.2.5.** (E) teaches that sexual activity outside of the context of marriage is likely to have harmful psychological and physical effects;
- C.2.6.** (F) teaches that bearing children out-of-wedlock is likely to have harmful consequences for the child, the child's parents, and society;
- C.2.7.** (G) teaches young people how to reject sexual advances and how alcohol and drug use increases vulnerability to sexual advances; and
- C.2.8.** (H) teaches the importance of attaining self-sufficiency before engaging in sexual activity.

C.3. Project Description:

C.3.1. Organizational Capacity

C.3.1.1. Describe the organization, the philosophy, mission, capacity, and services rendered.

- C.3.1.2.** Describe previous and current accomplishments serving at-risk youth populations.
- C.3.1.3.** If applicable, describe the role of the Board of Directors in the operation of the organization and the number of regular meetings held in a year. Describe the experience and expertise of each Board member and the number of years each has served on the Board. If applicable, a list of current Board members and a copy of the organization's by-laws shall be submitted as an attachment to the RFP response.
- C.3.1.4.** Describe the experience of the organization's leadership and their role in the day-to-day operations of the organization.
- C.3.1.5.** Provide an organizational chart demonstrating lines of supervision and authority as an attachment to the RFP response.
- C.3.1.6.** Describe the experience of the person(s) who will be responsible for the day-to-day management of this project.
- C.3.1.7.** Provide job descriptions, resumes, and copies of credentials/licensure for key staff members as an attachment to the RFP response.
- C.3.1.8.** Describe the extent to which staff are representative of the population served.
- C.3.1.9.** Describe any contractual agreements the organization currently has in place with health care providers or other health agencies/entities.
- C.3.1.10.** Describe your existing or proposed quality improvement (QI) activities.
- C.3.1.11.** Provide a copy of your 501(c)3 non-profit documentation, if applicable.
- C.3.1.12.** Provide a signed and notarized Financial Capability Affidavit. (See Attachment G.1.)

C.3.2. Description of Services

- C.3.2.1.** Describe in detail any mentoring, counseling, and/or adult supervision services, abstinence education services or teen pregnancy prevention services your organization currently provides (including funding source and duration of funding).
- C.3.2.2.** Describe in detail how these OSDH funds will be used to expand or enhance these existing services.
NOTE: Suppliers must not use these funds to supplant Federal, State, and/or local funds being used for existing services.
- C.3.2.3.** Address how services will be available, accessible, and coordinated. Describe how your organization will assure high quality of these services. Descriptions should contain specific service information, descriptions of how input on improving services will be obtained from youth and families, and steps that will be initiated to facilitate use of this input to improve services.
- C.3.2.4.** Include a description of the primary geographic service areas and site location(s) to be served. Include in the description how services will be coordinated with other agencies.
- C.3.2.5.** Identify the projected number of youth that will be served.
- C.3.2.6.** Describe how cultural and linguistic competent service delivery will be ensured including interpreter services.
- C.3.2.7.** Describe your ability to access your target population.

C.3.3. Needs Assessment

- C.3.3.1.** Provide information describing specific problems and needs of the population to be served. Include what factors, such as age, gender, geography, socioeconomic, or cultural issues that contribute to the need for intervention that promotes positive behaviors and the avoidance of risky behaviors for this population. Support this with citations to the specific resources used to gather this information.
- C.3.3.2.** Define the community and population to be served including primary service area and demographic characteristics (i.e., age, gender, race/ethnicity,

economic base, education, percentage below poverty, crime rate, incidence of alcohol and drug use, and rates of STDs, etc.).

C.3.3.3. Describe the current problems within the community that impact teen pregnancy in the identified population.

C.3.3.4. Identify the existing abstinence education efforts in the community.

C.3.3.5. Describe the barriers to and gaps in these services.

C.3.4. Work Plan

C.3.4.1. Complete Attachment G.4. identifying goals and objectives for each year of the contract period. All objectives must be SMART: specific, measurable, attainable, realistic, and time framed. The work plan will **not** be counted against the 15 narrative page limit.

C.3.4.2. Identify activities that will be accomplished to assure that the objectives are met. List all staff positions by percentage of time dedicated to providing services. Identify positions by title only. Do not identify by name or other personal information.

C.3.5. Proposed Budget and Budget Justification

C.3.5.1. A line item budget and budget justification must be submitted with the RFP response. Failure to submit these documents will cause the Supplier's response to be deemed non-responsive and not evaluated for an award. Please use the provided budget forms. (See section H.1.)

C.3.5.2. The line item budget and budget justification submitted with the RFP response are **proposed** budgets and adjustments/corrections or additional documentation supporting the budget shall and/or may be required after award.

C.4. Supplier's Duties:

C.4.1. The Supplier shall provide to at least 75 youth **either** instruction using one of the curricula listed in C.2. as an in-class, after school, or summer program for youth in grades Pre-K through 8 **or** provide mentoring/counseling to a specific youth population listed in C.1.3.

C.4.2. The Supplier shall participate in at least one (1) contract provider meeting per year to receive program updates, program evaluation training, and discussion on contract invoicing procedures.

C.4.3. The Supplier shall submit monthly invoices within thirty (30) days of services along with a monthly report summarizing the activities provided and conducted through and in accordance with the proposed project. The reports shall contain, but not be limited to Attachment G.5. and Attachment G.6. (see Attachment G.5. *Month-End Report* and Attachment G.6. *Attendance/Contact Report*).

C.4.4. The Supplier shall provide a year-end report. The report will provide a summary of activities for the year including the number served at specific locations and by specific activities. The report shall also include the overall unduplicated number of clients served, demographics of the population such as age, race, and gender. The year-end report will be due to the OSDH no later than 30 days following the end of the contract period.

C.4.5. The Supplier shall have all locally developed information and education (I&E) materials used with this project approved in writing by the OSDH prior to distribution to assure that the materials are suitable for the population and community for whom they are intended.

C.4.6. The Supplier shall have all educational materials, videos and handouts used with this project pre-approved in writing by OSDH before purchasing.

C.4.7. The Supplier shall have all attendance to conferences, seminars and trainings pre-approved in writing by the OSDH. When submitting a request the Supplier will need to include expected expenses and justification about how the knowledge gained will be utilized to enhance the project.

- C.4.8.** The Supplier shall review their budget at least monthly to assure they are expending their dollars.
- C.4.9.** The Supplier may request one (1) budget revision per quarter if needed and the final quarter's budget revision, if requested, is due no later than August 1st of each contract year.
- C.4.10.** The Supplier shall perform a reference check to verify educational background and work experience and a criminal background check for all program staff (paid and volunteer) to eliminate convicted felons as program staff.

C.5. Oklahoma State Department of Health Duties:
The Oklahoma State Department of Health will:

- C.5.1.** Conduct a minimum of one site visit within the contract period to review project activities as defined above.
- C.5.2.** Be responsive to and work collaboratively with the Supplier regarding provision of these services.
- C.5.3.** Review required reports for compliance with reporting requirements and work with the Supplier in using this information to enhance program goals.
- C.5.4.** Review and approve monthly invoices.

D. EVALUATION

- D.1.** This RFP will be evaluated as best value in accordance with Title 74, §85.5.
- D.2.** All proposals will be reviewed and awarded based on the following best value evaluation criteria.
 - D.2.1.** Project Description
 - D.2.1.1.** Organizational Capacity (C.3.1.)
 - D.2.1.2.** Description of Services (C.3.2.)
 - D.2.1.3.** Needs Assessment (C.3.3.)
 - D.2.1.4.** Work Plan (C.3.4.)
 - D.2.2.** Budget (H.1)
- D.3. Negotiations**
 - D.3.1.** 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.
 - D.3.2.** 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:
 - D.3.2.1.** Negotiations may be conducted in person, in writing, or by telephone;
 - D.3.2.2.** 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.
 - D.3.3.** Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror 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.

- D.3.4.** 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.

E. INSTRUCTIONS TO SUPPLIER

E.1. Basic Instructions

- E.1.1.** All terms and conditions herein become the contract between OSDH and the Supplier. The Supplier agrees to comply with all of these terms and conditions. Supplier understands and agrees that when any term and/or condition contained within this contract is, or becomes, applicable to the Supplier's officers and/or employees, Supplier agrees to ensure that Suppliers, its officers and employees, (collectively "organization") abide by the terms and/or conditions applicable to organization. This entire document, the successful Supplier's response and the purchase order will become the contract.
- E.1.2.** Suppliers wishing to submit a response to this RFP must respond to all of the following sections. Failure to respond to each of the mandatory RFP submission requirements may cause a response to be deemed non-responsive.

E.2. Minimum Supplier's Qualifications:

- E.2.1.** Be a 501(C)3 private non-profit, faith-based, or public organization. Provide a copy of documentation.
- E.2.2.** Provide services in counties that have either high teen birth rates or high number of teen births, as defined in section C.1.2.
- E.2.3.** Must be able to demonstrate that they have the capability to implement and monitor the proposed program and must demonstrate financial capability.
- E.2.4.** Include in their RFP Package a signed and notarized Financial Capability Affidavit (see Attachment G.1.) affirming that they meet the financial capability requirements as outlined.

E.3. RFP Submission Requirements:

- E.3.1.** Submit a written response that includes a needs assessment, project description, work plan, and budget. Each written response must:
- E.3.1.1.** Follow the RFP format. Prepare a Narrative response which includes Project Description (Organizational Capacity, Description of Services, and Needs Assessment), which shall not exceed 15 single spaced pages with 1" margins. Font size shall be no smaller than 12 point.
- E.3.1.2.** Prepare a Work Plan (see Attachment G.4.) to serve youth and parents who reside in communities where rates are the highest in adolescent teen birth, youth in foster care, and/or youth most likely to engage in risky behavior.

E.4. To submit a complete RFP package, please do the following:

- E.4.1.** Thoroughly review the entire RFP prior to completing any or all of the requirements.
- E.4.2.** Comply with all instructions on this sheet.
- E.4.3.** Submit a response to this RFP in the form of a "Proposal Package." This package should contain your response to the RFP submission requirements and all required supporting information and documents. The "Proposal Package" should include: The State of Oklahoma Solicitation Request Pages 1 of 3, Solicitation Request Page 1, and Supplier's response.
- E.4.4.** Please prepare one original and three (3) copies of your proposal and submit by the time and date designated on the Solicitation Request. All proposals and related documents in response to this RFP are public records under the Oklahoma Open Records Act, regarding public access to such documents. Submission by FAX is not acceptable:

Submit to: by Common Carrier: M. Moreau
Procurement
RFP: # 3400001185
1000 NE 10th St, Room 309
Oklahoma City, Oklahoma 73117

by US Mail: Oklahoma State Department of Health
Procurement
RFP# 3400001185
1000 NE 10th St
Oklahoma City, OK 73117

- E.4.5.** The Proposal Package should be in the same format as the solicitation document using the same headings and a table of contents. Failure to follow the prescribed format may cause a proposal to be deemed non-responsive.
- E.4.6.** RFP's will not be considered if any of the following exists:
 - E.4.6.1.** RFP was not submitted by the stated deadline.
 - E.4.6.2.** RFP does not comply with all of the requirements of the bid process and solicitation.
- E.4.7.** Any inquiries should be directed to the Contracting Officer. Do not discuss the RFP prior to award with any state employee with the exception of the designated Contracting Officer. All inquiry responses by the State must be in writing to be binding.
- E.4.8.** Time line for questions:
All questions must be submitted in writing prior to 3:00pm, May 8, 2013. Questions shall be emailed to: Madeline Moreau at madelinem@health.ok.gov

F. CHECKLIST

- F.1.** State of Oklahoma Solicitation Request Pages 1 of 3,
- F.2.** Price & Cost Financial Capability Affidavit (see Attachment G.1.)
- F.3.** Response Narrative
- F.4.** Job Descriptions
- F.5.** Resumes
- F.6.** Copies of Staff Licenses/ credentials
- F.7.** Work Plan (see Attachment G.4.)
- F.8.** Proposed Budget Forms (Section G.6.)

G. ATTACHMENTS

- G.1.** Price & Cost Financial Capability Affidavit
- G.2.** Tobacco Free Policy
- G.3.** Smart Guidelines
- G.4.** Work Plan Form
- G.5.** Month End Report Form
- G.6.** Attendance/Contact Report Form
- G.7.** Contract Budget Form

H. PRICE AND COST

The OSDH has a proposed budget of \$130,000.00 to reimburse a maximum of four (4) projects. Bidders may submit proposals for more than one project. The total amount for the contracts will not exceed \$130,000.00. Awarded amount may not be the same as the bidder's proposed project amount. For purposes of this project the *initial budget period runs for the federal fiscal year; Date of Award through September 30, 2013*. Total award amount from the OSDH to fund this contract is contingent upon receipt of federal funds.

A 75% match is required of each project.

H.1. Proposed Budget and Budget Justification

A line item budget and budget justification must be submitted with the RFP response. Failure to submit these documents will cause the Supplier's response to be deemed non-responsive and not evaluated for an award. Please use the provided budget forms. (See Attachment G.6.)

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

Keep the following in mind while preparing the project budget:

- H.1.1.** Reimbursement is made in accordance with the approved line item budget and only after the Supplier has received and paid for the goods or services. The requested budget amount may not be the awarded amount.
- H.1.2.** The OSDH will review the Supplier's expenditures throughout the term of the contract and may require a reduction in the contract amount if expenditure patterns demonstrate a funding lapse.
- H.1.3.** It is the Supplier's responsibility to monitor the individual line items from month to month in order to prevent overspending in a line item during the contract period.
- H.1.4.** Budget revisions require prior OSDH written approval and are limited to one per quarter. (See Attachment G.7) Final budget revision of the year is due August 1st, 60 days before the end of the contract year.

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

- H.1.4.1.** Line Item Budget Preparation – The submitted **proposed** budget must cover the period Date of Award through September 30, 2013 and figures must be rounded to the next whole dollar amount.
- H.1.4.2.** Complete all four (4) Contract Budget Forms for each contract year. Proposed budgets must be prepared on the attached OSDH Contract Budget Forms (See Attachment G.7.). Refer to the Office of Management and Budget (OMB) Circular appropriate to the organization submitting a response to this RFP, i.e. OMB Circular A-122 Cost Principals for Non-Profit Organizations. OMB Circulars can be found at www.whitehouse.gov/OMB.
- H.1.4.3.** Budgets reflect allowable expenditures. Allowable expenditures must reflect the costs of providing the services detailed in this RFP. Once the final budget amount is approved, the total amount cannot be changed from the original award without justification from the Supplier and approved by DCS.
- H.1.5. Budget Justification**
The budget justification is a separate document written in a narrative format that details what is proposed for reimbursement for the contract period.

The budget form requires the Supplier to provide sufficient detail in each category to justify how funds support programmatic and administrative activities to accomplish the requirements of the RFP.
- H.1.6. Matching Funds**
Abstinence-Based Education projects will be responsible for providing a 75% non-federal match. The non-federal match must be used solely for the activities of the project and may be local dollars, private or foundation dollars, in-kind support, or volunteer services. The budget justification must specify each source of match and it must be an allowable expense and appropriate to the project.
- H.1.7. Personnel/Salaries**
Actual salaries and wages paid to Supplier's personnel working on a specific OSDH program. If an individual who is not an employee of the Supplier provides a service, then this service has been contracted out to a subcontractor and should be listed in the subcontractor line item on the budget.
- H.1.8. Fringe Benefits**

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

H.1.9. Travel/Training

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

Travel/Training expenditures may include:

- H.1.9.1.** mileage to and from consultation meetings with referral agencies;
- H.1.9.2.** mileage to and from public awareness/public education sessions;
- H.1.9.3.** per diem for attending in-state training meetings or conferences; and/or,
- H.1.9.4.** overnight lodging expenses for attending in –state training meetings or conferences (including direct payments to hotels/motels/conferences.)
- H.1.9.5.** attendance at program approved designated training(s) required to fulfill the requirements of the program (written approval must be received from the OSDH before attendance)

H.1.10. Supplies:

Supplies are materials necessary to conduct the program.

Supplies may include:

- H.1.10.1.** materials used to promote the programs in the community such as pamphlets and brochures;
- H.1.10.2.** educational materials such as video tapes, pamphlets, brochures, books, curricula;
- H.1.10.3.** office supplies such as paper, pens, pencils, file folders

H.1.11. Contractual

Contractual expenditures include essential consultation, program services that cannot be provided by the Supplier. Subcontracts and other contractual agreements must be clearly defined in the **proposed budget**. A Professional Service Evaluation must be submitted for each subSupplier at the end of their contract. (See Attachment G.7)

Contractual expenditures may include:

- H.1.11.1.** subcontract with other agencies to provide specific program-related services;
- H.1.11.2.** subcontracts with program consultants;
- H.1.11.3.** subcontracts with trainers

H.1.12. Administrative Costs

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

H.1.13. Allocated Costs:

Allocated Costs are expenses that are not billed 100% directly related to a particular funding source/program.

Suppliers may bill for these costs using a cost allocation plan.

H.1.14. Allowable Line Items/Expenses

- H.1.14.1. Printing and copying
- H.1.14.2. Rent/Depreciation
- H.1.14.3. Supplies
- H.1.14.4. Postage
- H.1.14.5. Telephone (no cell phones)
- H.1.14.6. Utilities
- H.1.14.7. Travel [in accordance with the State Travel Reimbursement Act (STRA)
Title 74, O.S. § 500.1, et. seq.]
- H.1.14.8. Training
- H.1.14.9. Contract labor

H.1.15. Unallowable Line Items/Expenses

- H.1.15.1. Dues/licenses/permits
- H.1.15.2. Subscriptions
- H.1.15.3. One-time salary bonuses
- H.1.15.4. Interest charges
- H.1.15.5. Improvements for additions to real property
- H.1.15.6. Janitorial service

G.1

FINANCIAL CAPABILITY CERTIFICATION

OFFEROR AGENCY NAME: _____

OFFEROR AGENCY ADDRESS: _____

OFFEROR AGENCY TELEPHONE: _____

I hereby certify that pursuant to the requirements set forth within the attached RFP

(Name of Offeror Agency)

- 1.) is financially capable of performing the duties of the Contractor on a cost reimbursement basis and has sufficient capital to sustain ongoing program services for at least two (2) months in the event of a temporary delay in the reimbursement of contract expenditures.
- 2.) has an accounting system that is capable of tracking and reporting expenditures separately by individual program.

Name

Title

Date

OKLAHOMA STATE DEPARTMENT OF HEALTH ADMINISTRATIVE PROCEDURES MANUAL

NUMBER: 1-8
TITLE: Tobacco-Free Policy
ADOPTED: December 1994
LAST REVIEWED: September 2011
RESPONSIBLE SERVICE: Administration

APPROVED:

Terry Cline, Ph.D.
Commissioner
Signature on File

I. Purpose

The purpose of this administrative procedure is to eliminate all tobacco use indoors and outdoors on the premises of all Oklahoma State Department of Health facilities (OSDH) including county health departments, in state vehicles used for OSDH business, and by OSDH personnel providing services in clients' homes.

II. Use of Tobacco Products

A. Tobacco Free Environment

1. The use of tobacco products (including, but not limited to, cigarettes, pipes, smokeless tobacco, other tobacco products and electronic cigarettes) is prohibited throughout all indoor and outdoor areas of premises under the control of the OSDH, in all vehicles on those premises, and in state vehicles in use for OSDH business anywhere.
2. This administrative procedure applies to all employees, clients, visitors and others on business at all OSDH premises.
3. The central office and each county health department or other facility will identify the boundaries of its premises, post this information for public reference, and provide notice of this administrative procedure with appropriate signage, including signs at the entrances to the properties and/or other locations as needed.
4. County health departments and other facilities that share a building with other offices will eliminate tobacco use in their offices and from all the indoor and outdoor premises under their control. They will encourage tobacco free policies for all tenants and throughout the

entire premises.

5. Tobacco product receptacles will be removed from the premises, including any ash cans near entryways.
6. OSDH employees will not use tobacco products while providing services in clients' homes.
7. To the extent allowed by Oklahoma law, contracts to provide services to the public on behalf of OSDH entered into on or after the effective date of this administrative procedure will require contractors to follow the tobacco free policy of OSDH in performance of services for OSDH.
8. OSDH is committed to providing support to all OSDH employees and other OSDH personnel who wish to stop using tobacco products. OSDH is committed to ensuring that OSDH employees and, to the extent possible, other personnel have access to several types of assistance, including over-the-counter tobacco cessation medications and telephone counseling through the Oklahoma Tobacco Helpline (OTH). Supervisors are encouraged to refer employees and other OSDH personnel to the OTH as appropriate.
9. Violation of this policy by an OSDH employee will be cause for management/supervisor intervention and may result in corrective or disciplinary action in accordance with the OSDH Administrative Procedure 6-16 entitled, "Progressive Discipline," and state personnel rules.

III. References

No references were identified.

IV. Action

The Deputy Commissioner of Prevention and Preparedness Services is responsible for ensuring the annual review of this administrative procedure.

Tobacco Use Prevention Services is responsible for the annual review and revision of this administrative procedure.

Any exceptions to this administrative procedure require prior written approval of the commissioner.

This procedure is effective immediately as indicated.

G.3

Writing Specific Measurable Achievable Relevant Time-oriented (SMART) Objectives

Some people tend to confuse goals and objectives; there is a difference between the two. A goal is a statement that explains what the program wishes to accomplish. It sets the fundamental, long-range direction. Typically, the goals are broad general statements. Example: Improve smoking cessation rates of Hispanic/Latinos in Oklahoma County.

Objectives break the goal down into smaller parts that provide specific, measurable actions by which the goal can be accomplished. Objectives define the results we expect to achieve in our program or intervention. In order for program expectations to be clear you must write clear, concise objectives. They are specific; tell how the change will take place, written in the active voice and use action verbs to describe what the program will do. When being specific (or telling how a change will take place) words such as are not good verbs to use because they are difficult to measure. Verbs such as clearly state what will be done.

Vague Verbs <i>are difficult to measure, recommend not using</i>	Action Verbs <i>are measurable , clearly state what will be done</i>
learn, understand, feel, maintain	plan, write, conduct, and produce
coordinate, partner, support, facilitate, and enhance	provide, train, publish, increase, decrease, schedule, purchase

A SMART objective can serve as your performance measure because they provide the specific information needed to identify expected results. Well-written objectives will always answer the following question:

WHO is going to do WHAT, WHEN, and TO WHAT EXTENT?

<i>Specific</i>	It tells what will change for whom in concrete terms. It identifies the population or setting, and specific actions that will take place.
<i>Measurable</i>	A measure is quantifiable and it can be measured.
<i>Achievable</i>	Can the objective be accomplished within the specified time- frame?
<i>Relevant</i>	Will the objective have an effect on the desired goal?
<i>Time-oriented</i>	When will this objective be accomplished?

There are two general types of objectives, process and outcome.

Multi-year programs tend to have more process objectives during the first of award because this is usually the time allotted for planning. Outcome objectives are the preferred objectives after the first year of award. For example, if a program is funded for five years. Year one would be considered a planning/start-up year and process

objectives are appropriate. Years two through five are considered implementation years and outcome objectives are ideal.

Process objectives focus on the activities to be completed in a specific time-period. Process objectives explain what you are doing and when you will do it. They describe participants, interactions, and activities. Process objectives usually do not show change that has occurred because of the program, it accounts for activities.

Example: By June 30, 2010 (**T**ime-oriented), provide brief intervention skills to quit tobacco training (**S**pecific & **R**elevant) for 30 family specialists (**M**easurable & **A**chievable).

Example: By January 1, 2011 (**T**ime-oriented), schedule meetings with 20 (**M**easurable & **A**chievable) OU medical center primary care physicians to discuss implementing 5 As (Ask Advise, Assess, Assist, Arrange) and R (refer) (**S**pecific & **R**elevant).

Outcome objectives express the intended results or accomplishments of program or intervention activities. They most often focus on changes in policy, a system, the environment, knowledge, attitudes, or behavior.

Example: By June 30, 2010 (**T**ime-oriented), increase from 15 to 30 (**M**easurable & **A**chievable) family specialists who will implement brief intervention skills to quit tobacco use with each parent who is a tobacco user (**S**pecific & **R**elevant).

Example: By January 11, 2011 (**T**ime-oriented) , increase the proportion of primary care physicians at the OU medical center who implement the 5 As (Ask Advise, Assess, Assist, Arrange) and R (refer) in their medical practice (**S**pecific & **R**elevant) from 20% to 60% (as measured by a survey conducted with all OU medical center primary care physicians) (**M**easurable & **A**chievable).

G.4

PROJECT WORK PLAN **

GOALS:

YEAR 1

OBJECTIVE	ACTIVITY	PERSON(S) RESPONSIBLE	BEGIN/END DATES	EVALUATION

**** Please complete a Project Work Plan for each year of the three (3) year contract.**

Month End Report

Counseling, Mentoring or Adult Supervision Program

Name of Agency/Organization: _____

For the month and year of: _____

1. List the names and grade ranges of schools and the number and gender of students who are receiving instruction in the approved curriculum this month.

School Name (Please indicate elementary school, middle school, etc)	City/Town	County	Males	Females	Total
Total Schools			Total	Total	Total

2. List the names and grades of schools and number and gender of students **who have completed** the approved curriculum this month.

School Name	Grade	Males	Females	Total	# completing at least 75% of program
Total		Total	Total	Total	Total

3. Of the staff that are paid or used as match on the project, list the person attending, name of conference or training session attended and the total number of professional development conferences or training sessions attended this month.

Attendee Name	Name of Conference/Training
Total Attendees:	Total Conferences/Trainings:

4. List by category the type (radio, television, newspaper, billboards, other) and numbers of public awareness/media messages used this month to promote your program:

Type of Media
Radio:
Television:
Newspaper:
Billboards:
Other:

5. What progress or accomplishments have been made this month that may not be reflected elsewhere in this report?
6. Are there any major problems pending? Please describe.
7. Did you solve any major problems or obstacles? Please describe.
8. Have you learned something helpful you would like to share with the other community project directors?
9. **ATTENDANCE REPORT**
This report is to be submitted electronically upon completion of all sessions of a class within each school/organization. This report counts the number of sessions that each student attended, separated by single years of age, gender, and race/ethnicity. NOTE: IF EACH SESSION IS LESS THAN ½ HOUR OR MORE THAN 1 (ONE) HOUR, PLEASE NOTE THAT ON THE CLASS SHEET.
- A Class Description Sheet should be completed for each class. If the student's age changes during the class sessions, please report it as the beginning age of the student. This report does not need to be submitted monthly. Submit only when all sessions are completed for a particular class.**

G. 6

Counseling, Mentoring, or Adult Supervision Program Attendance Report

School:

Instructor:

Grade:

Teacher:

Total Females Served:

Total Males Served:

Total Served:

Age 8																
How many attended the following number of sessions?	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Total-add columns 1-14 for each row	TOTAL Male and Female
1. Asian Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Females:
2. African American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3. Hispanic Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4. Native American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5. Native Hawaiian/ Pacific Islander Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6. White Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Other Race Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8. Asian Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Males:
9. African American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10. Hispanic Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11. Native American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Native Hawaiian/ Pacific Islander Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. White Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14. Other Race Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Add numbers in the TOTAL column to get. . . TOTAL YOUTH SERVED Age 8																0

Counseling, Mentoring, or Adult Supervision Program Attendance Report

Age 9																
How many attended the following number of sessions?	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Total-add columns 1-14 for each row	TOTAL Male and Female
1. Asian Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Females: 0
2. African American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3. Hispanic Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4. Native American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5. Native Hawaiian/ Pacific Islander Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6. White Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Other Race Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8. Asian Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Males: 0
9. African American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10. Hispanic Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11. Native American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Native Hawaiian/ Pacific Islander Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. White Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14. Other Race Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Add numbers in the TOTAL column to get. . . TOTAL YOUTH SERVED Age 9 0																

Counseling, Mentoring, or Adult Supervision Program Attendance Report

Age 10																
How many attended the following number of sessions?	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Total-add columns 1-14 for each row	TOTAL Male and Female
1. Asian Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Females: 0
2. African American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3. Hispanic Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4. Native American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5. Native Hawaiian/ Pacific Islander Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6. White Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Other Race Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8. Asian Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Males: 0
9. African American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10. Hispanic Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11. Native American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Native Hawaiian/ Pacific Islander Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. White Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14. Other Race Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Add numbers in the TOTAL column to get. . . TOTAL YOUTH SERVED Age 10 0																

Counseling, Mentoring, or Adult Supervision Program Attendance Report

Age 11																
How many attended the following number of sessions?	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Total-add columns 1-14 for each row	TOTAL Male and Female
1. Asian Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Females: 0
2. African American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3. Hispanic Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4. Native American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5. Native Hawaiian/ Pacific Islander Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6. White Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Other Race Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8. Asian Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Males: 0
9. African American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10. Hispanic Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11. Native American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Native Hawaiian/ Pacific Islander Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. White Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14. Other Race Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Add numbers in the TOTAL column to get. . . TOTAL YOUTH SERVED Age 11 0																

Counseling, Mentoring, or Adult Supervision Program Attendance Report

Age 12																	
How many attended the following number of sessions?	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Total-add columns 1-14 for each row	TOTAL Male and Female	
1. Asian Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Females: 0	
2. African American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
3. Hispanic Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
4. Native American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
5. Native Hawaiian/ Pacific Islander Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
6. White Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
7. Other Race Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
8. Asian Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Males: 0	
9. African American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
10. Hispanic Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
11. Native American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
12. Native Hawaiian/ Pacific Islander Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
13. White Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
14. Other Race Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Add numbers in the TOTAL column to get. . . TOTAL YOUTH SERVED Age 12																0

Counseling, Mentoring, or Adult Supervision Program Attendance Report

Age 13																
How many attended the following number of sessions?	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Total-add columns 1-14 for each row	TOTAL Male and Female
1. Asian Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Females: 0
2. African American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3. Hispanic Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4. Native American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5. Native Hawaiian/ Pacific Islander Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6. White Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Other Race Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8. Asian Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Males: 0
9. African American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10. Hispanic Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11. Native American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Native Hawaiian/ Pacific Islander Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. White Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14. Other Race Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Add numbers in the TOTAL column to get. . . TOTAL YOUTH SERVED Age 13 0																

Counseling, Mentoring, or Adult Supervision Program Attendance Report

Age 14																
How many attended the following number of sessions?	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Total-add columns 1-14 for each row	TOTAL Male and Female
1. Asian Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Females: 0
2. African American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3. Hispanic Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4. Native American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5. Native Hawaiian/ Pacific Islander Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6. White Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Other Race Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8. Asian Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Males: 0
9. African American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10. Hispanic Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11. Native American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Native Hawaiian/ Pacific Islander Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. White Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14. Other Race Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Add numbers in the TOTAL column to get. . . TOTAL YOUTH SERVED Age 14 0																

Counseling, Mentoring, or Adult Supervision Program Attendance Report

Age 15																
How many attended the following number of sessions?	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Total-add columns 1-14 for each row	TOTAL Male and Female
1. Asian Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Females: 0
2. African American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3. Hispanic Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4. Native American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5. Native Hawaiian/ Pacific Islander Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6. White Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Other Race Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8. Asian Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Males: 0
9. African American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10. Hispanic Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11. Native American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Native Hawaiian/ Pacific Islander Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. White Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14. Other Race Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Add numbers in the TOTAL column to get. . . TOTAL YOUTH SERVED Age 15 0																

Counseling, Mentoring, or Adult Supervision Program Attendance Report

Total																
How many attended the following number of sessions?	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Total-add columns 1-14 for each row	TOTAL Male and Female
1. Asian Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Females: 0
2. African American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3. Hispanic Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4. Native American Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5. Native Hawaiian/ Pacific Islander Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6. White Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Other Race Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8. Asian Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Total Males: 0
9. African American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10. Hispanic Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11. Native American Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Native Hawaiian/ Pacific Islander Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. White Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14. Other Race Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Add numbers in the TOTAL column to get. . . TOTAL YOUTH SERVED All Ages 0																

OKLAHOMA STATE DEPARTMENT OF HEALTH
CONTRACT BUDGET FORM

Contractor Name: _____ Date: _____

Contractor Contact: _____ Phone: _____

Contractor Address: _____

Requested Dollar Amount: \$ _____

Summary Budget Request:

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

Narrative/Detail Budget Request:

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

OKLAHOMA STATE DEPARTMENT OF HEALTH
CONTRACT BUDGET FORM

Contractor Name: _____ Date: _____

Narrative/Detail Budget Request (Continued):

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

Contractor's Signature: _____ Date: _____

Printed Name: _____ Title: _____