



1. Solicitation #: 3400001503

2. Solicitation Issue Date: April 5, 2017

3. Brief Description of Requirement:

Supplier to provide Community-Based Outreach Immunization Services to enhance access to needed Immunizations for Hispanic Children and Youth in Oklahoma County.

Questions: Must be submitted by email/in writing no later than close of business on April 17, 2017. Email to: susanw@health.ok.gov Q&A will be posted following this deadline as an amendment, to be copied and attached to the proposal.

4. Response Due Date<sup>1</sup>: May 3, 2017

Time: 3:00PM CST/CDT

5. Issued By and RETURN SEALED BID TO<sup>2</sup>:

U.S. Postal Delivery Address: Oklahoma State Department of Health, 1000 NE 10<sup>th</sup>, Oklahoma City, OK 73117

Common Carrier Delivery Address: Oklahoma State Department of Health, 1000 NE 10<sup>th</sup>, Oklahoma City, OK 73117

Electronic Submission Address:

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

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

7. Contracting Officer:

Name: Susan Wiest, CPO  
Phone: 405-271-4042  
Email: susanw@health.ok.gov

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

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



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

1. RE: Solicitation # 3400001503

2. Bidder General Information:

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. Bidder Contact Information:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. Oklahoma Sales Tax Permit<sup>3</sup>:

YES – Permit #: \_\_\_\_\_

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

5. Registration with the Oklahoma Secretary of State:

YES - Filing Number: \_\_\_\_\_

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

6. Workers' Compensation Insurance Coverage:

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

YES – Include 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.)<sup>4</sup>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

<sup>3</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbus-sales.html>

<sup>4</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>

Printed Name

Title



State of Oklahoma

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

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

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

Solicitation or Purchase Order #: 3400001503

Supplier Legal Name:

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

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

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

### **A.2. Bid Submission**

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

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

#### **A.4. Bid Change**

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

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

By submitting a response to this solicitation:

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

#### **A.6. Bid Opening**

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

#### **A.7. Open Bid / Open Record**

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

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

#### **A.8. Late Bids**

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

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
  - A.9.2.1. Any Addendum to the Contract;
  - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.3. Solicitation, as amended (if applicable); and
  - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalent**

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

#### **A.12. Clarification of Solicitation**

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.13 Negotiations**

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
  - A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

**A.14. Rejection of Bid**

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

**A.15. Award of Contract**

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

**A.16. Contract Modification**

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

**A.17. Delivery, Inspection and Acceptance**

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

**A.18. Invoicing and Payment**

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Payment terms will net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

**A.19. Tax Exemption**

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

**A.20. Audit and Records Clause**

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

**A.21. Non-Appropriation Clause**

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

**A.22. Choice of Law**

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

**A.23. Choice of Venue**

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

**A.24. Termination for Cause**

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

**A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director



shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

**A.26. Insurance**

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

**A.27. Employment Relationship**

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

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

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

**A.29. Compliance with Applicable Laws**

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

**A.30. Special Provisions**

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

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## **B. SPECIAL PROVISIONS**

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

### **B.1 Access to Records Requirements:**

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

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

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

### **B.2 Amendments, Unavailability or Redirection of Funding and Cancellation:**

This contract may be terminated, in whole or in part, if the Contractor fails to comply with the terms and conditions of the contract or for other cause. In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, the OSDH may terminate or reduce the contract upon notice in writing to the Contractor by certified mail. The OSDH may also, based on its determination of agency need, increase or reduce contract amounts and send notification of such changes to the Contractor upon making such changes. The OSDH shall be the final authority as to the availability or redirection of funds. The effective date of such contract termination, increase or reduction shall be specified in the notice. All other modifications or amendments to this contract shall be in writing, dated and executed by both the Contractor and the OSDH. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. With exception of the above, this contract shall be in force until the expiration date, or until 30 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be by Certified Mail to the business address of record. In the event this contract is canceled by either party, the OSDH shall be responsible for reimbursement for goods or services received or provided prior to cancellation date. In the event this contract is cancelled under this section, Contractor agrees to take all reasonable steps to minimize termination costs and to comply with the requirements in 2 CFR §200.343 and 200.344. . The OSDH agrees to reimburse Contractor for all work performed prior to the date of

notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

**B.3 Assignment and Delegation:**

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 contractor cannot perform the services as identified in this contract, the contractor will be responsible for subcontracting the services or making alternative arrangements for the provision of the services. The terms of this contract shall be included in any OSDH approved subcontract. The contractor will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. Approval by the OSDH of a subcontract shall not relieve the contractor of any responsibility for performance under this contract.

**B.4 Audit Requirements:**

Contractors expending federal funds from all funding sources, in excess of the threshold established in 2 CFR § 200.501 shall be required to have a single audit or a program-specific audit 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.

Contractors that are required to have an audit conducted for compliance with 2 CFR §200.501 shall submit to the Federal clearinghouse (FAC) a single copy of the data collection form and the reporting package as required by 2 CFR § 200.512 within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. If an independent audit is not posted in the required time, or there have been findings, the OSDH will have the option to consider taking action under the Failure to Comply clause of this contract.

If the Contractor is a tribal entity, and has chosen to opt out of audit report submission pursuant to 2 CFR §200.512, the Contractor shall submit a copy of the audit report in paper or electronic form to:

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

**B.5 Charitable Choice Providers:**

Providers who are members of the faith community are eligible to compete for contracts with the State of Oklahoma on the same basis as any other provider. Such providers shall not be required to alter their forms of internal governance, their religious character or remove religious art, icons, scripture, or other symbols. Such providers may not, however, discriminate against clients on the basis of their religion, religious beliefs, or clients' refusal to participate in religious practices (45 CFR Part

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

**B.6 Contact Persons:**

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

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

**B.7 Contract Monitoring Plan:**

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

All communications related to this contract will be between the contractor's contact person and the OSDH contract monitor, after the bid is awarded.

**B.8 Equipment and Other Purchases:**

It is understood that no items of equipment, property or other capital purchases shall be reimbursed under the provisions of this contract unless specifically allowed in the attached line item budget. Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the Contractor for financial statement purposes, or \$5000, pursuant to 2 CFR Part 200.439. If equipment is allowed to be purchased by the contractor, each purchase must be pre-approved by the OSDH, the Contractor must have an established inventory system compliant with 2 CFR Part 200.313, and the Contractor will be reimbursed the OSDH depreciated share.

**B.9 Event of Default:**

In the event the Contractor 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 Contractor or may by written notice of default to the Contractor, 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 Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Office of Enterprise and Management Services, Central Purchasing Division. This clause is an exception to the Cancellation clause.

**B.10 Evidence of Insurability:**

The Contractor 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 Contractor 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 Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the OSDH Purchasing Division with evidence of such insurance and renewals. Such policy shall require thirty days advance notice of cancellation be provided to the OSDH Purchasing Division.

If the Contractor does not carry workers' compensation insurance because it considers their business to be that of an independent Contractor, as defined by the Workers Compensation Act (85 O.S. § 1 et. seq.), and not that of an employee, the Contractor must complete the OSDH Affidavit of Independent Contractor Status.

**B.11 Failure to Comply Statement:**

The Contractor shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Contractor agrees that should it be in noncompliance, the OSDH may impose additional conditions as provided in 2 CFR §200.207; or, as provided in 2 CFR § 200.338, temporarily hold cash payments pending correction of the deficiency, disallow all or part of the cost of the activity or action not in compliance, suspend or terminate the contract in part or in whole, withhold further awards for the project or program, or take other remedies legally available. Compliance with the requirements shall be the responsibility of the Contractor, without reliance on or direction by the OSDH.

**B.12 Federal Funding Accountability and Transparency Act of 2006 (FFATA):**

Contractors shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 (FFATA) (G2-Pages 25-26) as set forth in 2 CFR Part 170. A DUNS number (Data Universal Numbering System) is a requirement for all contracts of \$25,000 or more. Contractors may be required to submit additional information to satisfy FFATA compliance.

**B.13 Force Majeure:**

The Contractor 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 Contractor.

**B.14 Indirect Costs:**

Expenses that are not directly related and billed 100% to a particular funding source may be billed using either an indirect cost rate or a cost allocation plan. The contractor may request reimbursement of indirect costs (IDC) not to exceed the total amount approved for IDC in the current approved line item budget. The contractor shall bill for IDC costs based on their federally approved IDC rate, or the rate approved by the contractor's cognizant agency.

If the contractor does not have a negotiated IDC rate, the contractor shall be required to submit a cost allocation plan to OSDH for the reimbursement of any costs not directly allocable to a particular fund source.

This line item is to be based on the contractor's approved federally negotiated IDC rate or the rate approved by the contractor's cognizant entity responsible for negotiating the contractor's IDC rate. If the contractor does not have a negotiated IDC rate, the contractor shall be required to submit a cost allocation plan to be approved by the OSDH for reimbursement of any costs not directly allocable to a particular fund source.

If the OSDH is the contractor's cognizant entity and the contractor calculates IDC based on actual expenditures, the line item is to be based on the contractor's provisional rate for the current fiscal year. The final approved IDC rate may be more or less than the provisional rate. The contractor may request adjustment on the first invoice submitted following notification of approval of the rate. Any adjustments shall not exceed the total amount approved for IDC in the contractor's line item budget. If the approved rate is more than the provisional rate, the contractor shall not be entitled to additional compensation as a result in the different between estimated and actual expenditures. If the approved rate is less than the provisional rate, the contractor shall be required to reimburse the OSDH for excess IDC costs reimbursed.

**B.15 Internet Security:**

If Contractor establishes a connection to the Internet other than through the OSDH network, Contractor must obtain written approval of the security measures used with that connection from the Service Chief of the OSDH Information Technology Service. Contractor shall provide all necessary access to the Contractor's site and equipment for OSDH personnel to review the security measures in place to ensure the computing safety of the OSDH and the Contractor.

**B.16 Invoicing:**

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:

- a. name, address and FEI number of the Contractor;
- b. invoice date;
- c. period covered by invoice;



- d. purchase order number;
- e. any other data, reports, information or documentation required by other conditions of the contract; (Attachment E)
- f. detail of the services provided and be in accordance with the terms and conditions of this agreement.

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

The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH  
Immunization Services  
Hispanic Outreach in Oklahoma County  
1000 NE 10<sup>TH</sup> Street  
Oklahoma City, Oklahoma 73117-1299

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

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

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

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

The Contractor assures that all costs billed will be supported by documentation that will include, but not be limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization (See “Contractor Relationship” section of this contract). The Contractor further assures that all billings will be based on actual costs incurred and paid.

If the Contractor is unable to support any part of their claim to the OSDH and it is determined that such inability is attributed to misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to OSDH for an amount equal to such unsupported part of the claim in addition to all costs, including legal, attributable to the reviewing and discovery of said part of claim. Liability under this paragraph shall be determined within two years of the discovery of such misrepresentation of fact or fraud by the Contractor.



**B.17 Licensure:**

Contractor shall submit proof of professional license to the OSDH upon execution of this contract and at such other times as the OSDH may request. If such professional license should expire or be revoked during the term of this contract, Contractor shall immediately renew such license and provide the OSDH with copies thereof. If Contractor is an organization that provides services through individual licensed practitioners, the Contractor will maintain proof of professional license for each individual and will provide the OSDH with copies when requested.

**B.18 Mandatory Requirements:**

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

**B.19 Non-Responsive Proposals:**

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

**B.20 Oklahoma Taxpayer and Citizen Protection Act of 2007:**

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

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

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

**B.21 Other Certifications:**

The Contractor 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; Section 503 of Division F, Title V, of the FY12 Consolidated Appropriations Act; 41 U.S.C. 4712 and the National Defense Authorization Act (NDAA) for Fiscal year (FY) 2013; Contract Work Hours and Safety

Standards Act (40 U.S. C. 3701-3708); the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; mandatory standards and policies relating to energy efficiency as outlined in the State of Oklahoma's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201); 2 CFR § 200.112; 2 CFR § 200.322 (Procurement of Recovered Materials); and, the Single Audit Act of 1984; as applicable.

**B.22 Personnel Activity Reports:**

The Contractor and any approved subcontractor shall maintain Personnel Activity Reports (PARs) on all employees reimbursed in whole or in part by this contract. PARs must be completed in accordance with the Federal Cost Principles applicable to the Contractor's specific entity type, i.e. State and Local Government, Non-Profit, Colleges and Universities, etc. (Contractors may refer to 45 CFR Part 74 and 92, 7 CFR Part 3016 to determine the applicable Federal Cost Principles, or as determined by the applicable Federal program guidance.) The above requirements will apply to all Contractors regardless of the type of funds being reimbursed to the Contractor by the OSDH.

**B.23 Privacy Clause:**

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

**B.24 Procurement Integrity:**

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

**B.25 Protecting and Securing Protected Health Information:**

Incorporated herein in its entirety, and made a part of this contract, is the attached business associate agreement (Attachment B)) signed between the parties.

**B.26 Promotional or Incentive Items:**

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

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 program 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.27. Statement of Responsibility and Liability:**

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

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

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

**B.28. Tobacco Free Policy:**

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

**B.29. Travel and Related Expenses:**

If travel costs and related expenses are a part of the contract, such expenses must be compliant with 2 CFR Part 200.474. The Contractor's request for reimbursement shall be based on the organization's written travel policies. OSDH will monitor the travel-related expenses based on reasonableness (2 CFR Part 200.404) as compared to those rates authorized by the Federal Conus Rates published at the GSA Website located at <http://www.gsa.gov/portal/category/100000>. Those requirements are stated in the State of Oklahoma's State Travel Reimbursement Act (74 O.S. §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.

**B.30. Waiver of Breach:**

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

**C. SOLICITATION SPECIFICATIONS**

**C.1 Purpose:**

The purpose of this Request for Proposal (RFP) is to fund one contractor who will increase the immunization rates of Hispanic children ages 0 through 18 years of age in Oklahoma County by providing immunization clinic services, outreach and educations activities and immunization assessment activities.

**C.2 Contractor Relationship:**

In accordance with the Office of Management and Budget (OMB) Circular A-133, the relationship between the OSDH and the Contractor for this contract is that of a sub-recipient.

Applicants/recipients are expected to have systems, policies, and procedures in place by which they manage grant funds and grant-supported activities. They may use their existing systems for this purpose as long as organizational policies are consistently applied regardless of the source of funds and systems meet the standards and requirements set forth in 2 CFR Part 215, 45 CFR Part 74, 45 CFR Part 92, or 7 CFR Part 3016, or as determined by the applicable Federal program guidance.

In addition, Contractors shall request reimbursement of costs from OSDH only when those costs comply with the applicable Federal Cost Principles 2 CFR Part 220, 2 CFR Part 225, 2 CFR Part 230, FAR 31.2, or as determined by the applicable Federal program guidance to the Contractor's entity type. Any request for reimbursement of cost not allowable under the above Federal regulations must be specifically approved in the special conditions of the contract language and be supported by a specific line item within the Contractor's approved budget.

**C.3 Contract Period:**

This Contract will begin on July 1, 2017 and terminate on the June 30, 2018. This Contract shall include an option to renew for up to four (4) additional one (1) year periods (July 1 through June 30). This contract shall not take effect and no services may be provided until the OSDH has in its possession a copy containing original signatures of both parties and a purchase order has been issued. No services shall be provided prior to the effective date.

**C.4 Contract Expense Cap:**

The maximum total of this contract is \$30,000.00 per contract period. Final approval of renewal amount will be at the sole discretion of the OSDH. It will be payable monthly, upon receipt of a completed monthly invoice audited and approved by OSDH, for services performed in accordance with the scope of the contract.

**C.5 Federal Award Information:**

Award Name: Immunization and Vaccines for Children Grants  
Award Year: 2017  
CFDA Number: 93.268  
CFDA Name: Immunization Grants  
Federal Awarding Agency: Centers for Disease Control and Prevention, Dept, of Health & Human Services.

**C.6 Minimum Supplier's Qualifications:**

In order to be eligible to respond to this RFP, Suppliers must:

**C.6.1** be located in Oklahoma County.

**C.6.2** be able to operate on a cost reimbursement basis.

**C.7. Duties of the Contractor:**

The Contractor shall:

**C.7.1** Operate an immunization clinic at their facility, the Contractor will determine the level of immunization coverage for the 19-35 month-old children that are

immunized in their facility using the Advisory Committee on Immunization Practices (ACIP) recommended immunization schedule of 4 DTap, 3 Polio, 1 MMR, 3 Hib, 3 Hep B, 1 Varicella, 4 PCV.

- C.7.2** Operate an immunization clinic at their facility, the Contractor will determine the level of immunization coverage for the adolescents 13-17 years of age that are immunized in their facility using the Advisory Committee on Immunization Practices (ACIP) recommended immunization schedule of 1 Tdap, 1 MCV4, 2 HPV.
- C.7.3** Enter all immunization shots administered into the Oklahoma State Immunization Information System (OSIIS) within two working days after the shot was administered.
- C.7.4** Enter all immunization history shot records into OSIIS.
- C.7.5** Work toward the goal of achieving and maintaining a 90% immunization rate for 19-35 month-old children.
- C.7.6** Create and maintain a network of immunization supporters within Oklahoma County Hispanic Community (a network including business people, health and social service providers, community leaders, religious leaders, and media organizations).
- C.7.7** Conduct outreach activities (in clinics, hospitals and homes) to educate and motivate new Hispanic mothers to have their children immunized against vaccine preventable diseases.
- C.7.8** Raise awareness among parents in the Oklahoma County Hispanic Community (through community activities and an ongoing education campaign) of the importance of having their children appropriately immunized.
- C.7.9** Actively participate in the monitoring and evaluation mechanism of the OSDH. This shall include, but is not limited to, activities involving the Oklahoma State Immunization Information System (OSIIS) and Assessment Feedback Incentive and Exchange (AFIX).
- C.7.10** Submit to the OSDH within 30 days after the end of each month, a written report that includes but is not limited to:
  - C.7.10.1** The number of clients served,
  - C.7.10.2** The nature of services provided,
  - C.7.10.3** The hours during which services were provided, and
  - C.7.10.4** Any other immunization activities that may be specified by the OSDH, Community groups that the Contractor has interacted with in order to reach goals and objectives,

**C.8. Duties of the OSDH:**

The OSDH shall:

- C.8.1** Provide technical assistance in regards to immunization policy and the terms & conditions of the contract,
- C.8.2** Provide access and training for the Oklahoma State Immunization Information System (OSIIS) to the vendor for the reporting and monitoring of data received in the process of conducting the immunization services.
- C.8.3** Review monthly invoices and attachments, prior to approving for payment.

## D. EVALUATION

### D.1 Proposal Evaluation Process:

The OSDH Immunization Service will assemble a review committee to evaluate the responses to this RFP. This committee will make recommendations to the Director of the OSDH Immunization Service. The final award will be made by OSDH Procurement Service in accordance with State Procurement Rules. Award shall be made using best value based on the scoring of the following criteria listed in order of importance:

- D.1.1 Programmatic
- D.1.2 Project Description
- D.1.3 Description of services
- D.1.4 Work plan
- D.1.5 Needs assessment
- D.1.6 Budget

## E. INSTRUCTIONS TO SUPPLIERS

### E.1 Proposal Instructions:

This entire solicitation document and the successful Supplier's response will become the contract. To submit a complete proposal package, please do the following:

- E.1.1 Thoroughly review the entire Request for Proposal (RFP).
- E.1.2 Suppliers should submit one (1) original signed proposal to OSDH/Procurement, Attn. Susan Wiest, 1000 NE 10<sup>th</sup> street, Oklahoma City, OK 73117.
- E.1.3 Comply with all instructions on this sheet.
- E.1.4 Submit a response to this RFP in the form of a "Proposal Package" with the solicitation number written on the outside front of the envelope.
- E.1.5 This package must contain your response to the proposal submission requirements and all required supporting information and documents in typewritten form and in stapled or binder clip bound, 8 ½" X 11" double spaced, single-sided loose-leaf format, with font size shall be no smaller than 12 point and pages should be numbered.
- E.1.6 The "Proposal Package" must be submitted in the order of the "check list". See Section F below.
- E.1.7 All proposals and related documents in response to this RFP are public records under the Freedom of Information Act and the Oklahoma Open Records Act, regarding public access to such documents.
- E.1.8 Submission by FAX is not acceptable:
- E.1.9 Any inquiries should be directed to the Oklahoma State Department of Health (OSDH) Contracting Officer listed on page 1.
- E.1.10 Do not discuss the RFP prior to award with any state employee with the exception of the designated Contracting Officer. Contact with any other OSDH personnel could void your RFP response.
- E.1.11 Proposals will not be considered if any of the following exists:
  - E.1.11.1 Proposal was not submitted by the stated deadline. The RFP is due in the office of OSDH/Procurement room 309, 1000 NE 10<sup>th</sup> street, Oklahoma City, OK 73117 **No later than May 3rd, 2017 at 3:00 pm CDT.**
  - E.1.11.2 Proposal does not include the entire proposal package.



**E.1.11.3** Proposal does not comply with all of the requirements of the proposal process and solicitation.

**E.2 Mandatory Proposal Submission Requirements:**

In order to be considered responsive to this RFP, each potential Supplier must prepare their response in the format under this section. Failure to follow the format may cause the Supplier's response to be deemed non-responsive and not evaluated for an award.

**E.2.1** 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.2.2** Submit a written response that includes a Programmatic Narrative (project description, description of Service, Work Plan, needs assessment) and budget,

**E.2.3 Project Description:**

**E.2.3.1** Organizational Capacity

**E.2.3.2** Describe the organization, the philosophy, mission, capacity, and services rendered.

**E.2.3.3** Describe previous and current accomplishments serving the hard-to-reach/at-risk youth populations.

**E.2.3.4** If applicable, describe the Board of Directors' role in the operation of the organization and the number of regular meetings held in a year.

**E.2.3.5** Describe the experience and expertise of each Board member and the number of years each has served on the Board.

**E.2.3.6** Describe the experience of the organization's leadership (Chief Executive Officer and Chief Financial Officer) and their role in the day-to-day operations of the organization.

**E.2.3.7** Provide an organizational chart demonstrating lines of supervision and authority as an attachment to the RFP response.

**E.2.3.8** Describe the experience of the person(s) who will be responsible for the day-to-day management of this project. Provide job descriptions, resumes, and copies of credentials/licensure for key staff members as an attachment to the RFP response.

**E.2.3.9** Describe the extent to which staff are representative of the population served.

**E.2.3.10** Describe any contractual agreements the organization currently has in place with health care providers or other health agencies/entities.

**E.2.3.11** Describe your existing or proposed quality improvement (QI) activities.

**E.2.3.12** Describe your organization's written program specific policies and procedures that comply with federal Title X and state regulations.

**E.2.3.13** Provide a signed and Financial Capability Affidavit. (See Attachment D)

**E.2.4 Description of Services:**

**E.2.4.1** Describe, in detail, immunization services for youth your organization currently provides (including funding source and duration of funding).

**E.2.4.2** 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.

- E.2.4.3** Describe, in detail, all specific services that your organization will offer to address the immunization health needs of the identified population.
- E.2.4.4** Address how services will be available, accessible, and coordinated. Describe how your organization will assure high quality of these services.
- E.2.4.5** 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.
- E.2.4.6** Identify the projected number of youth that will be served, and your plan to improve immunization rates for the targeted population.
- E.2.4.7** Describe how cultural and linguistic competent service delivery will be ensured including interpreter services.
- E.2.4.8** Describe your ability to access your target population.
- E.2.5 Work Plan:**
  - E.2.5.1** Complete Work Plans for all five contract years, identifying goals and objectives for each year of the contract period. All objectives must be SMART: specific, measurable, attainable, realistic, and time framed.
  - E.2.5.2** 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.
- E.2.6 Needs Assessment:**
  - E.2.6.1** Provide information describing specific problems and needs of the population to be served. Indicate what factors, such as age, gender, geography, socioeconomic, or cultural issues, that contribute to the need for immunization services for this population. Support this with citations to the specific resources used to gather this information.
  - E.2.6.2** Define the community and population to be served including primary service area and demographic characteristics.
  - E.2.6.3** Describe the current problems within the community that impact the immunization health of the identified population.
  - E.2.6.4** Identify the existing educational and clinical health care services available to this population that are related to immunization health.
  - E.2.6.5** Describe the barriers to and gaps in these services

## **F. CHECKLIST**

- F.1** \_\_\_\_\_ Solicitation Request (OMES-Form CP-070)
- F.2** \_\_\_\_\_ Responding Bidder's Information (OMES-FORM CP-076)
- F.3** \_\_\_\_\_ Certification for Competitive Bid and/or Contract (OMES-Form-CP-004)
- F.4** \_\_\_\_\_ Programmatic Narrative with Work Plan(s) (Section E.2.2)
- F.5** \_\_\_\_\_ Financial Capability Affidavit – Attachment D
- F.6** \_\_\_\_\_ Proposed Contract Budget Form(s) – Attachment A



- F.7 \_\_\_\_\_ Copy of required licenses and credentials/resumes
- F.8 \_\_\_\_\_ Proof of Liability and Worker's Comp Insurance
- F.9 \_\_\_\_\_ Business Associate Agreement (BAA) – Attachment B
- F.10 \_\_\_\_\_ Sub-Recipient Questionnaire – Attachment C
- F.11 \_\_\_\_\_ Amendment(s) if any
- F.12 \_\_\_\_\_ Monthly Report Sample – Attachment E

**G. OTHER**

**G.1 Questions**

All questions regarding this solicitation must be submitted in writing and are to be emailed to no later than **3:00 PM CST, Wednesday, April 17, 2017**. Questions are to be emailed to [susanw@health.ok.gov](mailto:susanw@health.ok.gov). Questions received after this date will not be answered. An Amendment will be posted after this deadline listing all questions received and their answers. Please Note: be sure you reference the RFP number, in the subject line of your email with questions.

**H. PRICE AND COST**

The maximum total of this contract is \$30,000.00 per contract period available for payment to one (1) Supplier. Final approval of renewal amounts will be at the sole discretion of the OSDH.

**H.1 Budget Overview:**

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 form. (See Attachment A.)

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 before or after award. Keep the following in mind while preparing the project budget:

- H.1.1 Budgets must reflect allowable expenditures for the cost of providing the services detailed in this RFP. Allowable expenditures are defined in 2 CFR Part 200 [https://www.whitehouse.gov/omb/grants\\_docs](https://www.whitehouse.gov/omb/grants_docs).
- H.1.2 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.1.3 Reimbursement of some categories of expenses must be approved in advance by the OSDH as the pass-through entity. See 2 CFR § 200.407.
- H.1.4 Once the final budget amount is approved, the total contract amount cannot be increased without justification from the Supplier and approval by OSDH.
- H.1.5 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.1.6 Budget revisions that do not change the total contract amount must be submitted the OSDH and approved in advance and are limited to one per quarter. The final budget revision of the year is due 60 days before the end of the contract period.
- H.1.7 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. Any reductions made during the contract will be made in accordance with RFP Section B.2.

**H.2 Proposed Budget:**

The budget provides a summary of the costs to be reimbursed for providing the services detailed in this RFP. The following additional information is being provided for preparation of the proposed budget:

**H.2.1** The submitted proposed budget must cover the period July 1, 2017 – June 30, 2018 and figures must be rounded to the next whole dollar amount. This contract is being bid for option to renew for up to four (4) additional 12-month contract periods. Please provide budget information for each budget year (5 total) on separate budget forms.

**H.2.2** Proposed budgets must be prepared on the attached OSDH Contract Proposed Budget forms (See Attachment A).

**H.2.3** All costs to be reimbursed must allowable per 2 CFR Part 200 or other applicable grant or program guidance.

**H.3 Budget Narratives/Justification:**

**H.3.1** The budget justification is a separate document written in a narrative format that details what is proposed for reimbursement for the contract period and how the figures in the proposed budget were determined.

**H.3.2** The budget form requires the Supplier to provide sufficient detail in each category to justify how funds support programmatic and administrative activities to accomplish the requirements of the RFP.

**H.3.3** A line item budget and budget narratives/justification (using the form Attachment A), must be submitted with the RFP response, failure to submit this document will cause the contractor's response to be deemed non-responsive and not evaluated for an award.

**H.3.4** Payment is made in accordance with the approved line item budget and after services have been both received and paid for. The requested budget amount may not be the awarded (approved) amount. Once the final budget amount is approved, modifications cannot be made from the original award without justification from the Contractor and approval by OSDH.

**H.4 Matching Funds:**

This RFP does not require matching funds.

**H.5 Personnel/Salaries:**

Actual salaries and wages paid to Supplier's own personnel working on a specific OSDH program. Identify individuals by job title and percentage FTE. One FTE is equal to 2,080 hours per year. See 2 CFR § 200.430.

**H.6 Fringe Benefits:**

Actual fringe benefits paid to the Supplier's personnel working on a specific OSDH program. For budget purposes, a percentage rate for fringe benefits may be used. However, Supplier will be reimbursed for actual fringe benefits paid. For audit purposes, the Suppliers' financial records must clearly define each actual fringe benefit cost as a separate expense applicable only to the approved budgeted salaries. Fringe benefits (e.g., retirement program, FICA, insurance, worker's compensation, etc.) are usually applicable to direct salaries and wages. If fringe benefits are to be reimbursed, then a clear description must be included of how the computation of fringe benefits was determined. See 2 CFR § 200.431.

**H.7 Travel/Training:**

See RFP Section B.29 and 2 CFR § 200.474. 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.7.1** Mileage to and from consultation meetings with referral agencies;
- H.7.2** Mileage to and from public awareness/public education sessions;
- H.7.3** Per diem for attending in-state training meetings or conferences; and/or,
- H.7.4** Overnight lodging expenses for attending in –state training meetings or conferences (including direct payments to hotels/motels/conferences.)
- H.7.5** 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.8 Supplies:**

Supplies are materials necessary to conduct the program as direct costs and may include, but are not limited to:

- H.8.1** Materials used to promote the programs in the community such as pamphlets and brochures;
- H.8.2** Educational materials such as video tapes, pamphlets, brochures, books, curricula;
- H.8.3** Office supplies such as paper, pens, pencils, file folders;
- H.8.4** Printing and copying;
- H.8.5** Postage

**H.9 Contractual:**

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

- H.9.1** Subcontracts with other agencies to provide specific program-related services;
- H.9.2** Subcontracts with program consultants;
- H.9.3** Subcontracts with trainers

**H.10 Administrative Costs/IDC:**

Costs in this category are expenses which are not related to or billed to 100% of a particular funding source. See RFP Section B.14. Indirect costs may be billed using either an indirect cost rate or a cost allocation plan, but not both. Provide a copy of the federally approved IDC rate or the cost allocation plan. A cost allocation plan must show how each amount was determined to allocate costs to the services detailed in this RFP.

**H.11 Other:**

Other direct costs which do not fall into the Personnel, Travel/Training, Supplies, or Contractual categories. Such costs must be 100% allocable to the OSDH program. Costs which are not 100% allocable would be reimbursed under Administrative Costs/IDC pursuant to a negotiated IDC rate or cost allocation plan.

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

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Dollar Amount: \$ \_\_\_\_\_

**Summary Budget Request:**

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

**\*\* Local Match Funding source(s):** \_\_\_\_\_

**Narrative/Detail Budget Request:**

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

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

Contractor Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Narrative/Detail Budget Request (Continued):**

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

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

This Business Associate Agreement (BAA), effective on the last signature date below, is entered into by and between the Oklahoma State Department of Health (Covered Entity) and \_\_\_\_\_ (Business Associate).

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

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

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

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

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

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

Attachment B

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

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

## Attachment B

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

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

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

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



## Attachment B

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

### **Obligations of Covered Entity:**

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

### **Term and Termination:**

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

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(c) Obligations of Business Associate Upon Termination.

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

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

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

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

**MISCELLANEOUS:**

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

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

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

The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or BA to

Attachment B

comply with the requirements of the Privacy Rule and related laws and regulations.

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

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

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

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

OKLAHOMA STATE DEPARTMENT OF HEALTH

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Robert Morey

Print Name: \_\_\_\_\_

Print Title: HIPAA Privacy Officer

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OKLAHOMA STATE  
DEPARTMENT OF HEALTH**

**SUB-RECIPIENT CONTRACTOR'S  
QUESTIONNAIRE**

## SUB-RECIPIENT CONTRACTOR'S QUESTIONNAIRE

<b>SECTION A: PURPOSE</b>
---------------------------

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

<b>SECTION B: GENERAL INFORMATION</b>
---------------------------------------

**NAME OF ORGANIZATION:**

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**"DOING BUSINESS AS" NAME**

---

**ADDRESS:**

---

**CITY, STATE, ZIP+4, CONGRESSIONAL DISTRICT:**

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

**ADDRESS:**

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**CITY, STATE, ZIP+4:**

---

**EMPLOYER ID # \_\_\_\_\_ DUNN & BRAD# \_\_\_\_\_**

**DUNS 4 DIGIT EXTENSION # \_\_\_\_\_ PARENT DUNS # \_\_\_\_\_**

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

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

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

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

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

4. Is your organization subject to board oversight? YES \_\_\_ NO \_\_\_\_\_  
*If yes, please attach a list of Board Members.  
 If no, skip to question #4.*
- 4a) Does your organization’s board have approved Bylaws? YES \_\_\_ NO \_\_\_\_\_  
*If yes, please attach a copy of the Board’s approved Bylaws.  
 If no, skip to question #3d.*
- 4b) Does your organization conduct business in accordance with the boards approved Bylaws? YES \_\_\_ NO \_\_\_\_\_
- 4c) Have the members of your organization’s board been appointed in accordance with the approved Bylaws? YES \_\_\_ NO \_\_\_\_\_
- 4d) What was the date of your organization’s most current board meeting in which there was a quorum? \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
*Please attach a copy of the approved minutes from this board meeting.*
- 4e) Does your organization’s board include individuals who are related family members of:  
*(Check all that apply)*

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

4f) Do employees of your organization serve as board members? YES \_\_\_\_ NO \_\_\_\_

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

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

*If yes, please list.*

\_\_\_\_\_  
*If no, skip to question 6.*

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

YES \_\_\_\_ NO \_\_\_\_

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

*If yes, please explain.*

YES \_\_\_\_ NO \_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

12. Did your organization receive \$25,000,000 or more in annual gross revenues from Federal awards during your preceding fiscal year? YES \_\_\_\_ NO \_\_\_\_ If YES, continue to question 13, if NO skip to Section B.

13. Does the public have access to information about the compensation of the five most highly compensated senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? YES \_\_\_\_ NO \_\_\_\_ If YES, skip to section B, if NO please list the names and total compensation of the five most highly compensated officers of your organization:

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**SECTION B: BUSINESS MANAGEMENT SYSTEMS**

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

*Check each area.*

*Attach a copy only if requested.*

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

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

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

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

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



16a) If your organization is not a college or university, does your organization maintain Time and Effort or Personal Activity Reports that:

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

16b) If your organization is a college or university, does your organization maintain Personal Activity Reports in accordance with 2 CFR Part 200 Cost Principles for Educational Institutions?

YES \_\_\_\_ NO \_\_\_\_

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

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

19. Are purchase approval methods communicated and documented?  
YES \_\_\_\_ NO \_\_\_\_

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

**SECTION C: ACCOUNTING SYSTEM & FUNDS MANAGEMENT**

21. What type of accounting software does your organization utilize?  
\_\_\_\_\_

22. Does the accounting system account for cost by individual projects?  
YES \_\_\_\_ NO \_\_\_\_

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

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

25. Which of the following best describes your organization's accounting system?  
Manual \_\_\_\_ Automated \_\_\_\_ Combination \_\_\_\_ Other \_\_\_\_\_

26. How frequently do you post to the general ledger?  
Daily \_\_\_\_ Weekly \_\_\_\_ Monthly \_\_\_\_ Other \_\_\_\_\_

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

28. Are the following books of account maintained?

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

29. Is the organization familiar with criteria and procedures for determination of allowable costs in connection with Federal grants and contracts?  
 YES \_\_\_\_\_ NO \_\_\_\_\_ NOT SURE \_\_\_\_\_

30. Does the organization have a working knowledge of the 2CFR Part 200 Supercircular?  
 YES \_\_\_\_\_ NO \_\_\_\_\_ NOT SURE \_\_\_\_\_

31. Does your organization expect to expend more than \$750,000 in federal funds during its current fiscal year, including federally funded contracts or grants awarded by other state agencies or other entities?  
 YES \_\_\_\_\_ NO \_\_\_\_\_

31a) What is the highest level of audit that your organization has undergone within the past 2 years?

A-133 \_\_\_\_\_  
 Yellowbook Audit in accordance with GAAS \_\_\_\_\_  
 Other audit, please specify type: \_\_\_\_\_  
 No audit done in past 2 years \_\_\_\_\_  
*Provide copy of last audit.*

31b) What is your organization's fiscal year? (mm/yy to mm/yy) \_\_\_\_\_ to \_\_\_\_\_

32. Has your organization ever had a cost reimbursement grant?  
 YES \_\_\_\_\_ NO \_\_\_\_\_

33. Has your organization received funding from OSDH in the last two years?  
 YES \_\_\_\_\_ NO \_\_\_\_\_

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



**COMMENTS/EXPLANTATIONS**

**The total number of attachments is: \_\_\_\_\_**

**Attach numbered sheets as necessary.**

**PREPARED BY (SIGNATURE):**

\_\_\_\_\_

**TITLE AND TYPED NAME:**

\_\_\_\_\_

**DATE:** \_\_\_\_\_

**TELEPHONE/FAX/EMAIL:**

\_\_\_\_\_

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

\_\_\_\_\_

**Signature of CEO**

\_\_\_\_\_

**Date**

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

\_\_\_\_\_

**Signature of CFO**

\_\_\_\_\_

**Date**



