



1. Solicitation #: 3400001611

2. Solicitation Issue Date: 12/11/2018

3. Brief Description of Requirement:

Supplier to use the Maternal, Infant, Early Childhood Home Visiting (MIECHV) Program funds for "Community Connector" services in Oklahoma County.

All **questions** regarding this solicitation, must be submitted in writing and are to be emailed no later than **12/18/2018 at 3:00 PM CST/CDT** to the OSDH Buyer via emailed to Susanw@health.ok.gov. Questions received after this date, may not be answered.

Pursuant to 74 O.S. § 85.33: Vendors must register with Oklahoma Department of Central Purchasing prior to Award of a Contract. Vendors will not be required to register to submit a bid response, but will be required to register prior to being awarded a contract and prior to each renewal of an Award. The link to register with the State of Oklahoma is: http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html

4. Response Due Date¹: 12/28/2018

Time: 3:00PM CST/CDT

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

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

Oklahoma City, OK 73117

Common Carrier Delivery Address: 1000 NE 10th Street

Oklahoma City, OK 73117

Electronic Submission Address: _____

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

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

7. Contracting Officer:

Name: Susan Wiest

Phone: 405-271-9444 ext. 56338

Email: susanw@health.ok.gov

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

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



Responding Bidder Information

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

1. **RE: Solicitation #** 3400001611

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit³:**

☐ YES – Permit #: _____

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

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

☐ YES - Filing Number: _____

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

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

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

☐ YES – Include with the bid a certificate of insurance.

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

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

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

7. Disabled Veteran Business Enterprise Act

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

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title



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

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

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

Solicitation or Purchase Order #: 3400001611

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.2. Bid Submission

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

A.3. Solicitation Amendments

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

A.4. Bid Change

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

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

By submitting a response to this solicitation:

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Procurement Contracting Officer located at 1000 NE 10th 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 Equivalents

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

A.12. Clarification of Solicitation

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

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

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

A.13. Negotiations

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

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

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

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

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

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

A.14. Rejection of Bid

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

A.15. Award of Contract

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

A.16. Contract Modification

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

A.17. Delivery, Inspection and Acceptance

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

A.18. Invoicing and Payment

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

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

A.19. Tax Exemption

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

A.20. Audit and Records Clause

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

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

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

A.25. Termination for Convenience

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

A.26. Insurance

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

A.27. Employment Relationship

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

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

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

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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

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B. SPECIAL PROVISIONS

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 or email. The OSDH may also, based on its determination of agency need, increase or reduce contract amounts and send notification of such changes to the Contractor upon making such changes. The OSDH shall be the final authority as to the availability or redirection of funds. The effective date of such contract termination, increase or reduction shall be specified in the notice. All other modifications or amendments to this contract shall be in writing, dated and executed by both the Contractor and the OSDH. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. With exception of the above, this contract shall be in force until the expiration date, or until 60 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be by Certified Mail to the business address of record or by email to the specified Contact Person. In the event this contract is canceled by either party, the OSDH shall be responsible for reimbursement for goods or services received or provided prior to cancellation date. In the event this contract is cancelled under this section, Contractor agrees to take all reasonable steps to minimize termination costs and to comply with the requirements in 2 CFR §200.343 and 200.344. . The OSDH agrees to reimburse Contractor for all work performed prior to the date of notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

B.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 Part 200.501 shall be required to have a single audit or a program-specific audit conducted in accordance with 2 CFR Part 200, Subpart F. Audit costs may not be charged to any OSDH contracts when no audit has been performed, or has not been prepared in accordance with this requirement.

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

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

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

B.5. Certification Regarding Debarment, Suspension, Proposed for Debarment, or Declared Ineligible for Award of Contracts by any Federal or State Agency:

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

- B.5.1.** are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- B.5.2.** have, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- B.5.3.** have, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State or local entity; nor,
- B.5.4.** are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

B.6. 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.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 B) will be utilized to complete a Risk Assessment Tool. The Risk Assessment Tool will be used to determine the level of risk associated with the Contract. A Contract Monitoring Plan and a Contract Administration Plan will be developed to define the activities and level of monitoring and administration that will be required during the contract period. Typical monitoring activities include Contractor site visits, review of contractually required reports, invoice review, invoice validation, and verification of licensure and/or insurance requirements, etc. The level of risk assigned to the contract shall determine the frequency and type of activity within a Contract Monitoring Plan and/or a Contract Administration Plan. The Contract Monitoring and/or Contract Administration Plan may be updated periodically as determined by the OSDH throughout the contract period. Upon development of the Contract Monitoring Plan and Contract Administration Plan, the OSDH will provide a copy of each to the Contractor. All communications related to this contract will be between the Contractor's Contact Person and the OSDH Contract Monitor.

B.8. Contact Persons:

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

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

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

B.9. Contractor's Relation to the OSDH:

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

B.10. Electronic Signatures/Execution in Counterparts:

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

B.11. Entire Agreement:

This contract, including referenced attachments, OSDH Request for Proposal and response of Contractor represents all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

B.12. Equipment and Other Purchases:

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

B.13. 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.14. 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.15. 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.16. Federal Funding Accountability and Transparency Act of 2006 (FFATA):

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

B.17. 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.18. Indirect Costs:

The Contractor may request reimbursement of indirect costs (IDC) not to exceed the total amount approved for IDC in the current approved line item budget. Indirect Costs are expenses that are not directly related and billed 100% to a particular funding source. The IDC line item amount must be based on a federally approved IDC rate, or the rate approved by the Contractor's cognizant agency; the 10% de minimus rate provided for in 2 CFR Part 200; or, a Cost Allocation Plan submitted to OSDH and included the required certification outlined in 2 CFR Part 200.415(b) explaining the allocation methods.

B.19. 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:

B.19.1. name, address and FEI number of the Contractor;

B.19.2. invoice date;

B.19.3. period covered by invoice;

B.19.4. purchase order number;

B.19.5. any other data, reports, information or documentation required by other conditions of the contract;

B.19.6. 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: FGSSInvoices@health.ok.gov

Subject Line: MIECHV-Community Connector Services

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.20. Limited English Proficiency:

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

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

B.21. 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.22. 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.23. Notices

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

B.24. Oklahoma Taxpayer and Citizen Protection Act of 2007:

By signing the solicitation, the Bidder 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 Bidder 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.

B.25. 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 (Conflict of Interest); 2 CFR § 200.113 (Mandatory Disclosures); 2 CFR § 200.322 (Procurement of Recovered Materials); and, the Single Audit Act of 1984; as applicable.

B.26. Personnel Activity Reports:

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

B.27. 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.28. 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.29. 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 C) signed between the Parties.

B.30. 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.31. 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.32. 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.33. 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.34. 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 OSDH will use Maternal, Infant, Early Childhood Home Visiting (MIECHV) Program funds to contract with a community Supplier for a "Community Connector" service in Oklahoma County.

C.2. Contractor Relationship:

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

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

In addition, Contractors shall request reimbursement of costs from OSDH only when those costs comply with the applicable Federal Cost Principles 2 CFR Part 200, FAR 31.2, or as determined by the applicable Federal program guidance to the Contractor's entity type. Any request for

reimbursement of cost not allowable under the above Federal regulations must be specifically approved in the special conditions of the contract language and be supported by a specific line item within the Contractor's approved budget.

C.3. Contract Period:

This contract shall begin on January 1, 2019, and terminate on September 30, 2019 with the option to renew for four (4) additional one-year periods beginning October 1 and ending on September 30 of each renewal year. 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. Renewals shall be contingent upon the needs of the OSDH, the Supplier's performance and funding availability.

C.4. Contract Expense Cap:

For contract period (January 1, 2019 – September 30, 2019), a total amount of \$37,500.00 is available to support one Community Connector in Oklahoma County. The contract may be renewed for a maximum amount of \$50,000.00 per renewal period. 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.

The OSDH may reduce the contract funding amount if any of the following occur:

- C.4.1.** Failure to expend funds appropriately and at a rate that will make full use of the award;
- C.4.2.** Failure to provide services as set forth in the contract;
- C.4.3.** Failure to maintain required performance levels;
- C.4.4.** Failure to achieve or maintain grant goals; and/or
- C.4.5.** Unavailability of funding.

C.5. Federal Award Information:

Award Name:	Maternal Infant and Early Childhood Home Visiting Grant Program
Award Year:	September 15, 2017 (Date Issued)
CFDA Number:	93.870
CFDA Name:	Maternal, Infant, and Early Childhood Home Visiting Program
Federal Awarding Agency:	Human Resources and Services Administration (HRSA)
Amount:	\$37,500.00

The OSDH Contract Monitor is responsible for notifying the Contractor of changes to this information.

C.6. Accountability/Quality Assurance/Continuous Quality Improvement:

Contractor shall:

C.6.1. Comply with:

C.6.1.1. The Oklahoma State Department of Health/Family Support and Prevention Service and The Maternal, Infant and Early Childhood Home Visiting (MIECHV) Grant requirements as outlined in the procedure manual provided to the awarded contractor.

C.6.2. Comply with all required Quality Assurance and Continuous Quality Improvement (CQI) activities including, but not limited to:

C.6.2.1. Accurately entering data;

- C.6.2.2.** Provide required reports to the OSDH;
- C.6.2.3.** Cooperating with the University of Oklahoma Health Sciences Center, Center on Child Abuse and Neglect regarding all matters related to the MIECHV funded programs evaluation requirements;
- C.6.2.4.** Maintaining in proper working order all equipment (laptops, notebooks, or tablets) data service, aircards, carrying cases provided by OSDH to aid the Contractor in collecting and transmitting required data;
- C.6.2.5.** Participating in evaluation activities, training and meetings designed to improve or enhance Community Connector efforts;
- C.6.2.6.** If necessary, participating in site visits conducted or arranged by OSDH staff, HRSA staff and/or its affiliates; and
- C.6.2.7.** Participating in evaluation and/or research projects required by HRSA and/or its affiliates conducting evaluation related to the MIECHV Grant.
- C.6.2.8.** Participate in the following activities:
 - C.6.2.8.1.** Training: Included in the OSDH Community Connector Procedures Manual will be the associated training requirements and the annual training calendar. Every effort will be made to provide training in an efficient and cost-effective manner. When appropriate, trainings deemed will be provided by satellite or online.
 - C.6.2.8.2.** Evaluation: In order to assure that the required quality of services are being provided, Contractors will gather data from the field to be used for program evaluation. It is critical that data be accurately entered.
 - C.6.2.8.3.** Site Visits: Contractors must participate in at least one site visit per year conducted by the OSDH.

C.7. Duties of the Contractor

Contractor shall:

- C.7.1.** Retain the services of a "Community Connector" with these minimum qualifications:
 - C.7.1.1.** Has an office and is known in the county in which services are to be provided.
 - C.7.1.2.** Adheres to Oklahoma State Law for the reporting of child abuse and neglect.
 - C.7.1.3.** Has a tobacco-free policy in place.
 - C.7.1.4.** Is an equal opportunity employer.
 - C.7.1.5.** Provides and maintains computer equipment that will allow access and provide confidentiality in accessing a web-based data system.
 - C.7.1.6.** Has education at a minimum of a bachelor's degree with an emphasis in public health, social work, child development, community development, or a related field. Has experience and expertise with home visiting programs and/or early childhood as well as a strong connection to community services.
 - C.7.1.7.** Has knowledge of the community/county and best practices related to early childhood, Strengthening Families Protective Factors and home visitation. In addition, the ability to communicate effectively, both orally and in writing and to maintain productive working relationships with others.
 - C.7.1.8.** Reliable transportation and current Oklahoma driver's license are required.
- C.7.2.** Have the "Community Connector" be responsible for all of the following duties and activities:
 - C.7.2.1.** Promote/market all home visitation programs that serve the maternal, infant or early childhood population to potential referral sources as well as throughout the community;

- C.7.2.2.** Develop a home visiting coalition which means organize, plan, and facilitate opportunities for home visitors in the community to meet on a routine basis to share programmatic information and staff referrals;
- C.7.2.3.** Implement a centralized referral system for home visitation programs which includes collection of referrals from community sources for all home visitation programs and distribution of referrals to the appropriate home visitation program;
- C.7.2.4.** Organize, plan, and facilitate opportunities for the home visitation program staff and staff from other community services/organizations to meet on a routine basis for networking and information sharing;
- C.7.2.5.** In collaboration and cooperation with the MIECHV Program State Grant Coordinator, plan, develop, and implement a system for documentation and reporting of all “Community Connector” activities including: communication, outreach, and interaction with potential referral sources; collection and distribution of referrals to home visitation programs; organization and scheduling of meetings with home visiting programs and other community agencies, services, and organizations;
- C.7.2.6.** Serve as a MIECHV Program liaison to a variety of community and state agencies and networks;
- C.7.2.7.** Cooperate and collaborate with the MIECHV Program State Grant Coordinator, Grant Evaluator, and other OSDH Staff in matters related specifically to home visitation and the MIECHV Program grant including attending required meeting and trainings;
- C.7.2.8.** Participate in and provide assistance with monitoring site visits and personal performance appraisals;
- C.7.2.9.** Cooperate and collaborate with the MIECHV Program State Grant Coordinator, Grant Evaluator, and other OSDH Staff in matters related specifically to the evaluation processes and procedures for home visitation and the MIECHV Program grant including attending required meeting and trainings;
- C.7.2.10.** Promote and implement the use of the five Protective Factors that are the foundation of the Strengthening Families Approach: parental resilience, social connections, concrete support in times of need, knowledge of parenting and child development, and social and emotional competence of children. Participate in train-the-trainer trainings/activities and provide community training, as necessary (<http://www.cssp.org/reform/strengthening-families/basic-one-pagers/Strengthening-Families-Protective-Factors.pdf>)(Attachment E)
- C.7.2.11.** Promote and participate in OSDH programs, activities, and trainings such as the CAP (Child Abuse Prevention) Action Committee Activities.
- C.7.3.** Have the services provided by the “Community Connector” made available to all home visitation programs that serve the maternal, infant or early childhood population within the county.
- C.7.4.** Submit properly completed budgets and invoices, as required by OSDH. Invoices will be submitted within 30 days after the last day of the month in which services were delivered.
- C.7.5.** Participate in monitoring site visit(s) within the contract period to review program activities and to assure compliance with OSDH financial procedures.
- C.7.6.** Enter data, into the Efforts to Outcomes database, regarding reports, referrals, etc., as required by OSDH.

- C.7.7.** Provide trainings (Protective Factors, Child Abuse Prevention/Reporting, etc.), as required by OSDH.
- C.7.8.** Work with evidence-based home visiting marketing/sustainability committee, as required by OSDH.
- C.7.9.** Comply with the use of the Efforts to Outcomes (ETO) database in capturing all required data and maintaining a paperless documentation system as appropriate.

C.8. Duties of the OSDH:

OSDH shall:

- C.8.1.** Provide or arrange for specific Community Connector required training in program areas.
- C.8.2.** Provide trainings in the most efficient and effective manner possible including face-to-face, online and iPower methods.
- C.8.3.** Provide technical assistance, resources and expertise when deemed necessary or upon request.
- C.8.4.** Notify Contractors about meetings being held by the Home Visitation Leadership Advisory Coalition and the Child Abuse Prevention Action Committee. When possible, OSDH shall arrange for individuals to join the meetings by phone or iPower.
- C.8.5.** Conduct a monitoring site visit(s) within the contract period to review program activities and to assure compliance with financial procedures.
- C.8.6.** Provide a system for data collection and training on its use.
- C.8.7.** Review and approve budgets, invoices, and, cost allocation plans.

D. EVALUATION

D.1. Proposal Evaluation Process:

The OSDH will assemble a review committee of no less than three and no more than five individuals to evaluate the proposals. The review committee will make recommendations to the OSDH Procurement Manager. All proposals will be reviewed and awarded up to a maximum of 100 points. Proposals scoring below 80 points will not be considered for award. The final award will be made in accordance with Title 74, § 85 based on the following criteria:

- D.1.1.** Organizational Capacity
- D.1.2.** Ability to Provide Community Connector Services
- D.1.3.** Partnering Agencies
- D.1.4.** Position Description
- D.1.5.** Community Connector Work Plan
- D.1.6.** Budget

D.2. Negotiations:

- D.2.1.** 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.
- D.2.2.** Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks.
- D.2.3.** The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- D.2.4.** Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
 - D.2.4.1.** Negotiations may be conducted in person, in writing, or by telephone.

- D.2.4.2. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- D.2.4.3. Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offer or may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- D.2.4.4. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

E. INSTRUCTIONS TO SUPPLIER

E.1. Mandatory RFP Submission Requirements: "Community Connector":

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. Proposal Package-Narrative Response Instructions:

Submit a written response that includes Descriptions of the Suppliers Organizational Capacity, Partnering Agencies, Position Description, Budget, and "Community Connector" Work Plans. Each written response should be type written using a font no smaller than 12 point.

E.3. Organizational Capacity:

E.3.1. Provide organizational background information:

- E.3.1.1. How long has the organization been in existence?
- E.3.1.2. What is the organization's mission?
- E.3.1.3. How is the organization funded or supported?
- E.3.1.4. What programs/services does the organization provide and with what staff?
- E.3.1.5. Include an organizational chart.

E.4. Ability to provide Community Connector Services:

E.4.1. What is the organization's experience with and history of supporting, encouraging and assisting each of the following:

- E.4.1.1. Home visiting services
- E.4.1.2. Coordination/collaboration
- E.4.1.3. Early childhood
- E.4.1.4. Community building
- E.4.1.5. Coalition building
- E.4.1.6. Training
- E.4.1.7. Strengthening Families Protective Factors
- E.4.1.8. Turning Point; the CAP (Child Abuse Prevention) or Action Committee Activities

E.5. Partnering Agencies:

E.5.1. Describe the organization's collaborative partnerships:

- E.5.1.1. Does the organization work with other community organizations to provide support or services to the maternal, infant, early childhood home visiting population? If so, what agencies and in what capacity?
- E.5.1.2. Describe any formal working relationship with other agencies.

E.6. Position Description:

- E.6.1.** Describe the organization's plan for the "Community Connector":
- E.6.2.** Where will the "Community Connector" be housed?
- E.6.3.** What office space will be made available to the "Community Connector"?
- E.6.4.** What hours and how many hours a week is it anticipated that the "Community Connector" will work?
- E.6.5.** What equipment will be accessible, available for the "Community Connector" to use?
- E.6.6.** Describe the organization's plan to provide administrative supervision for the "Community Connector".
- E.6.7.** Provide the organization's description of the "Community Connector" staff position for this proposal. Describe the roles and responsibilities of the "Community Connector" as well as any requirements, in addition to the minimum qualifications, for educational background/degrees, work experience, or other qualifications.

E.7. "Community Connector" Work Plan:

- E.7.1.** Describe how the OSDH funds will be used to provide "Community Connector" services for home visitation programs that serve the maternal, infant or early childhood population in the identified community/county; include information about the home visitation services that are available in the county; include information about unique populations and/or specific communities within the county that will be served
- E.7.2.** Describe the potential referral sources the "Community Connector" can access and provide a plan for making those connections.
- E.7.3.** Describe community coalitions, work groups, projects, and/or any other groups that meet on an ongoing basis that will be potential collaborators and partners with the "Community Connector".
- E.7.4.** Provide a calendar or chart with a list of routine activities (i.e., home visitation coalition meetings, trainings offered to the community, outreach visits to potential home visitation referral sources, etc.). Include a description of the activities and the number of times per year each will be provided.
- E.7.5.** Describe the goals and activities proposed by your organization to assure that the requirements of the "Community Connector" position are met.
- E.7.6.** Describe how your organization will assure that "Community Connector" services will be provided to the entire county.
- E.7.7.** Describe how your organization will assure that the Strengthening Families Protective Factors will be embedded in "Community Connector" activities and services.

E.8. Budget: (See Section H)

E.9. Package Submission Process:

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

- E.9.1.** Thoroughly review the entire RFP prior to attempting to ask any questions.
- E.9.2.** Submissions in response to this RFP must be in the form of the "RFP Package." The RFP Package must contain the Supplier's response and all required supporting information and documents in typewritten form and in an "8 ½ x 11" loose-leaf format. **Do not submit the RFP Package in binders** or other presentation folders. The "RFP Package" must be in the following order:
 - E.9.2.1.** The RFP cover sheet
 - E.9.2.2.** The Financial Capability Affidavit (Attachment D)
 - E.9.2.3.** RFP Narrative (double spaced with 12 point font, excluding required attachments)
 - E.9.2.4.** Organizational Capacity (including Supplier's Organizational Chart)
 - E.9.2.5.** Partnering Agencies

- E.9.2.6.** Position Description
- E.9.2.7.** "Community Connector" Work Plan
- E.9.2.8.** Proposed Funding Request - Budget
- E.9.3.** Prepare Two originals and submit your proposal by the time and date designated by the Oklahoma State Department of Health (OSDH).
- E.9.4.** All proposals and related documents in response to this RFP are public record under the Freedom of Information Act and the Oklahoma Open Records Act. Submission by fax or email is not acceptable. All proposals submitted become the property of the State of Oklahoma and will not be returned. Put the Solicitation number, time and date RFP is due on the outside of the shipping envelope. Submit hard copies to:
 - Oklahoma State Department of Health
 - Procurement-Attn: Susan Wiest
 - 1000 NE 10th Street, Oklahoma City, OK 73117-1299
- E.9.5.** All inquiries should be directed to the Susan Wiest, Contracting Officer. Do not discuss the RFP prior to award with any other state employee with the exception of the designated Contracting Officer unless authorized by OSDH. All responses by the State must be in writing to be binding.

F. CHECKLIST

- F.1.** Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all-inclusive list and it is the Supplier's responsibility to ensure that they submit all required/requested documentation.
- F.1.1.** _____ Responding Supplier's Information – Form CP 076
 - F.1.2.** _____ Certification for Competitive Proposal and /or contract – Form CP 004
 - F.1.3.** _____ All Amendments Signed (If applicable)
 - F.1.4.** _____ Posted Solicitation Package
 - F.1.5.** _____ RFP Proposal Package
 - F.1.6.** _____ Proposed Contract Budget Forms with Budget Justification (Attachment A)
 - F.1.7.** _____ Sub-Recipient Questionnaire with supporting documents (Attachment B)
 - F.1.8.** _____ Business Associate Agreement (Attachment C)
 - F.1.9.** _____ Financial Capability Affidavit (Attachment D)
 - F.1.10.** _____ Proof of Liability and Worker's Compensation Insurance
 - F.1.11.** _____ Organizational Chart
 - F.1.12.** _____ Protective Factors (Attachment E)
 - F.1.13.** _____ Light Refreshments (Attachment F)
 - F.1.14.** _____ Promotional or Incentive Items (Attachment G)

G. OTHER

- G.1. Questions:**
All questions regarding this solicitation must be submitted in writing and are to be emailed no later than 12/18/2018 at 3:00 PM CST/CDT to the OSDH Buyer via emailed to Susanw@health.ok.gov. Questions received after this date may not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, it is the Supplier's responsibility to monitor the website for any amendment(s). Any communication regarding this RFP must be sent to the OSDH Buyer listed above. Contacting any other agency personnel may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions.

H. PRICE AND COST

H.1. Budget Overview

- H.1.1.** A line item budget and budget justification must be submitted with the RFP response. Failure to submit these documents will cause the Supplier's response to be deemed non-responsive and not evaluated for an award. Please use the provided budget forms.
- H.1.2.** The line item budget and budget justification submitted with the RFP response are proposed budgets and adjustments/corrections or additional documentation supporting the budget may be required before or after award.
- H.1.3.** Keep the following in mind while preparing the project budget:
 - H.1.3.1.** 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.
 - H.1.3.2.** 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.1.3.3.** 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.1.3.4.** Once the final budget amount is approved, the total contract amount cannot be increased without justification from the Supplier and approval by OSDH and OMES.
 - H.1.3.5.** 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.1.3.6.** 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.1.3.7.** 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:

- H.2.1.** Submit a Budget Form for FFY 2019 (January 1, 2019 through September 30, 2019). The total amount can be no greater than \$37,500. (Attachment A)
- H.2.2.** Submit a Budget Form for FFY 2020 (October 1, 2019 through September 30, 2020). The total amount can be no greater than \$50,000. (Attachment A)
- H.2.3.** Submit a Budget Narrative/Justification for FFY 2019 and 2020 to justify the expenses. 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. 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.2.3.1.** Allowable expenditures may include:
 - H.2.3.1.1.** Personnel- 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.2.3.1.2. 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.2.3.1.3. Travel/Training- See RFP Section B.30. 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.2.3.1.3.1. Mileage to and from consultation meetings with referral agencies;

H.2.3.1.3.2. Mileage to and from public awareness/public education sessions;

H.2.3.1.3.3. Per diem for attending in-state training meetings or conferences; and/or,

H.2.3.1.3.4. Overnight lodging expenses for attending in – state training meetings or conferences (including direct payments to hotels, motels, conferences).

H.2.3.1.3.5. 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.2.3.1.4. Supplies- Supplies are materials necessary to conduct the program as direct costs and may include, but are not limited to:

H.2.3.1.4.1. Materials used to promote the programs in the community such as pamphlets and brochures;

H.2.3.1.4.2. Educational materials such as video tapes, pamphlets, brochures, books, curricula;

H.2.3.1.4.3. Office supplies such as paper, pens, pencils, file folders Printing and copying;

H.2.3.1.4.4. Postage.

H.2.3.1.5. 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.2.3.1.5.1. Subcontracts with other agencies to provide specific program-related services;

H.2.3.1.5.2. Subcontracts with program consultants;

H.2.3.1.5.3. Subcontracts with trainers.

H.2.3.1.6. Administrative Costs/IDC-Costs in this category are expenses which are not related to or billed to 100% of a particular funding source such as Facility, Utilities, and Phone service costs. See RFP Section B.18. 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.2.3.1.7. Light Refreshments-

H.2.3.1.7.1. Payments for purchase of light food and drink items used as refreshments in connection with meetings or similar type activities held/conducted for and in the interest of the general public shall be considered a valid operating expense to the extent that such purchases serve a public purpose. Service items such as disposable plates, flatware, stirrers, etc. are also reimbursable.

H.2.3.1.7.2. “Public purpose” means activities or functions conducted in the interest of the general public at large and the majority of attendees are non-OSDH employees. The “general public” term includes service participants, community partners and business guests of the Contractor.

H.2.3.1.7.3. Contractors will not be reimbursed for light refreshments provided for activities or meetings only involving their staff.

H.2.3.1.7.4. The underlying justification of providing light refreshments is to be in accordance with OSDH, state and federal policies and validated by necessary conference or training activities that complement the agency’s functions and its mission. As a health agency, OSDH is enjoined to make it easier for people to make healthy food choices by providing healthy foods at meetings and other events OSDH sponsors. A list of acceptable healthy food items is attached. (Attachment F)

H.2.3.1.8. Other(will require approval from OSDH)-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.

- H.2.3.2.** When developing a budget, please note the following:
 - H.2.3.2.1.** All figures must be rounded to the nearest whole number.
 - H.2.3.2.2.** Matching funds are not required.
 - H.2.3.2.3.** Reimbursement is made in accordance with the approved line item budget and only after the Supplier has received and paid for the goods or services. The requested budget amount may not be the awarded amount.
 - H.2.3.2.4.** The OSDH will review the Supplier's expenditures throughout the term of the contract and may require a reduction in the contract amount if expenditure patterns demonstrate a funding lapse.
 - H.2.3.2.5.** 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.2.3.2.6.** Budget revisions require prior OSDH approval in writing. Limit of one per quarter.
 - H.2.3.2.7.** Invoices must be submitted each month. Claims for reimbursement must be based on actual expenditures during the time period of the claim.
 - H.2.3.2.8.** If the Supplier is going to seek reimbursement for facility costs related to a building that is owned by the Supplier, the Supplier will be required to submit a list of the facilities that will be depreciated and billed for as well as the depreciation method(s) used. The amount billed to OSDH should only be for OSDH's allocated share. A cost allocation plan will be required.
 - H.2.3.2.9.** Payments of purchase of light food and drink items used as refreshments that serve a public purpose may only be reimbursed in accordance with Attachment G.
 - H.2.3.2.10.** The Contractor is allowed to make line item adjustments of not more than 10% of the total contract award over the period of this agreement between existing direct cost line items, without seeking prior approval of the OSDH. However, a budget revision must be submitted to reflect the adjustments made between line items. All budget revision requests in excess of 10% of the total contract award amount must be approved and are not effective until approved in writing by the OSDH. Requests for budget revisions will not be accepted after June 30.
- H.2.3.3.** Non-Allowable Expenditures include:
 - H.2.3.3.1.** Any activity or expense that is not directly related to MIECHV Program services.
 - H.2.3.3.2.** Acquisition costs of real property as well as construction costs and/or equipment.
 - H.2.3.3.3.** Entertainment costs for amusement and diversion.

- H.2.3.3.4.** Advocacy efforts including, but not limited to hiring of lobbyists.
- H.2.3.3.5.** Fundraising expenses incurred solely to raise capital or obtain contributions for the Supplier.
- H.2.3.3.6.** Professional membership fees.
- H.2.3.3.7.** Certifications.
- H.2.3.3.8.** Purchase of food not classified as light refreshments.
- H.2.3.3.9.** Advertising expenses for the program, including but not limited to phone book ads or billboards. Advertising is allowed only for hiring personnel.

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

Contractor: _____ Date: _____

Contractor Contact: _____ Phone: _____

Contractor Address: _____

Dollar Amount: \$ _____

Summary Budget Request:

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

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

Narrative/Detail Budget Request:

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

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

Contractor Name: _____ Date: _____

Narrative/Detail Budget Request (Continued):

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

Contractor's Signature: _____ Date: _____

Printed Name: _____ Title: _____

**OKLAHOMA STATE
DEPARTMENT OF HEALTH**

SUB-RECIPIENT CONTRACTOR'S QUESTIONNAIRE

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

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

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

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

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

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

SUB-RECIPIENT CONTRACTOR'S QUESTIONNAIRE

SECTION A: GENERAL INFORMATION

NAME OF ORGANIZATION:

"DOING BUSINESS AS" NAME

ADDRESS:

CITY, STATE, ZIP+4, CONGRESSIONAL DISTRICT:

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

ADDRESS:

CITY, STATE, ZIP+4:

EMPLOYER ID # _____ DUNN & BRAD# _____

DUNS 4 DIGIT EXTENSION # _____ PARENT DUNS # _____

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

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

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

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

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

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

4. Is your organization subject to board oversight? YES ____ NO ____
If yes, please attach a list of Board Members.
If no, skip to question #5.

- 4a) Does your organization's board have approved Bylaws? YES ____ NO ____
If yes, please attach a copy of the Board's approved Bylaws.
If no, skip to question #5d.

- 4b) Does your organization conduct business in accordance with the boards approved Bylaws? YES ____ NO ____

- 4c) Have the members of your organization's board been appointed in accordance with the approved Bylaws? YES ____ NO ____

- 4d) What was the date of your organization's most current board meeting in which there was a quorum? ____/____/_____
Please attach a copy of the approved minutes from this board meeting.

- 4e) Does your organization's board include individuals who are related family members of:
(Check all that apply)

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

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

5. How many years has your organization been in business? _____
6. Does your organization maintain any accreditation/licensure related to the services it is providing for the OSDH? YES ____ NO ____
If yes, please list.

If no, skip to question 7.

- 6a) Is your organization in good standing with the accreditation/licensure it maintains?
 YES ____ NO ____

7. Has your organization taken on new activities or services in the past 12 months?
If yes, please explain.

YES ____ NO ____

8. Has your organization experienced more than 33% increase or decrease in overall revenue/funding in the past 12 months? YES ____ NO ____
9. Has your organization experienced turnover or changes in assignments in any of the following key personnel in the past 12 months? *(Check all that apply)*

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

10. Have there been any lawsuits filed or any undecided litigation against your organization in the past 12 months. YES ____ NO ____
11. Did your organization receive 80% or more of its annual gross revenues in Federal awards during your preceding fiscal year? YES ____ NO ____ If YES, continue to question 12, if NO skip to Section B.
12. Did your organization receive \$25,000.00 or more in annual gross revenues from Federal awards during your preceding fiscal year? YES ____ NO ____

SECTION B: BUSINESS MANAGEMENT SYSTEMS

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

Check each area.

Attach a copy only if requested.

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

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

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

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

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

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

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

- 15b) If your organization is a college or university, does your organization maintain Personal Activity Reports in accordance with 2 CFR Part 200 Cost Principles for Educational Institutions?
YES ____ NO ____
16. Are non-federal cash and/or third party in-kind cost share or matching funds supported by appropriate documentation? YES ____ NO ____
17. Does the organization have a written budgetary process and controls to preclude incurring obligations in excess of the grant amount of individual cost categories? YES ____ NO ____
18. Are purchase approval methods communicated and documented?
YES ____ NO ____
19. Are appropriate duties separated to ensure one individual is not controlling all aspects of a financial transaction/process? YES ____ NO ____ NOT SURE ____

SECTION C: ACCOUNTING SYSTEM & FUNDS MANAGEMENT
--

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

21. Does the accounting system account for cost by individual projects?
YES ____ NO ____
22. Does the accounting system accurately and completely track receipt and disbursement of funds by each grant and/or funding source?
YES ____ NO ____ NOT SURE ____
23. Does the accounting system provide for recording of actual expenditures for each contract/grant by component project and budget cost categories reflected in the approved budget? YES ____ NO ____
24. Which of the following best describes your organization's accounting system?
Manual ____ Automated ____ Combination ____ Other _____
25. How frequently do you post to the general ledger?
Daily ____ Weekly ____ Monthly ____ Other _____
26. Are common or indirect costs accumulated into cost pools for allocation to projects contracts and grants?
YES ____ NO ____ NOT SURE ____

27. Are the following books of account maintained?

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

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

YES _____ NO _____ NOT SURE _____

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

YES _____ NO _____ NOT SURE _____

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

YES _____ NO _____

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

A-133 _____

Yellowbook Audit in accordance with GAAS _____

Other audit, please specify type: _____

No audit done in past 2 years _____

Provide copy of last audit.

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

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

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

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

Agency	Program	Amount
	Total	

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

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

Source of Revenue	Amount
Total	

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

COMMENTS/EXPLANATIONS

The total number of attachments is: _____

Attach numbered sheets as necessary.

PREPARED BY (SIGNATURE):

TITLE AND TYPED NAME:

DATE: _____

TELEPHONE/FAX/EMAIL:

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

Signature of CEO

Date

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

Signature of CFO

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Obligations of Covered Entity:

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

Term and Termination:

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

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

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

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

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

MISCELLANEOUS:

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

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

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

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

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

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

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

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

OKLAHOMA STATE DEPARTMENT OF HEALTH

CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

FINANCIAL CAPABILITY AFFIDAVIT

BIDDER AGENCY NAME:_____

BIDDER AGENCY ADDRESS:_____

BIDDER AGENCY TELEPHONE: _____

I hereby affirm that _____:
(Name of Bidder Agency)

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

Signature of Authorized Person

Title

Date _____

STATE OF OKLAHOMA)
)
) ss.
COUNTY OF)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission expires: _____

ATTACHMENT E

STRENGTHENING FAMILIES
PROTECTIVE FACTORS INFORMATION

The Protective Factors Framework

Five Protective Factors are the foundation of the Strengthening Families Approach: parental resilience, social connections, concrete support in times of need, knowledge of parenting and child development, and social and emotional competence of children. Research studies support the common-sense notion that when these Protective Factors are well established in a family, the likelihood of child abuse and neglect diminishes. Research shows that these protective factors are also “promotive” factors that build family strengths and a family environment that promotes optimal child and youth development.

1. Parental Resilience

No one can eliminate stress from parenting, but a parent’s capacity for resilience can affect how a parent deals with stress. Resilience is the ability to manage and bounce back from all types of challenges that emerge in every family’s life. It means finding ways to solve problems, building and sustaining trusting relationships including relationships with your own child, and knowing how to seek help when necessary.

2. Social Connections

Friends, family members, neighbors and community members provide emotional support, help solve problems, offer parenting advice and give concrete assistance to parents. Networks of support are essential to parents and also offer opportunities for people to “give back”, an important part of self- esteem as well as a benefit for the community. Isolated families may need extra help in reaching out to build positive relationships.

3. Concrete Support in Times of Need

Meeting basic economic needs like food, shelter, clothing and health care is essential for families to thrive. Likewise, when families encounter a crisis such as domestic violence, mental illness or substance abuse, adequate services and supports need to be in place to provide stability, treatment and help for family members to get through the crisis.

4. Knowledge of Parenting and Child Development

Accurate information about child development and appropriate expectations for children’s behavior at every age help parents see their children and youth in a positive light and promote their healthy development. Information can come from many sources, including family members as well as parent education classes and surfing the internet. Studies show information is most effective when it comes at the precise time parents need it to understand their own children. Parents who

experienced harsh discipline or other negative childhood experiences may need extra help to change the parenting patterns they learned as children.

5. Social and Emotional Competence of Children

A child or youth's ability to interact positively with others, self-regulate their behavior and effectively communicate their feelings has a positive impact on their relationships with their family, other adults, and peers. Challenging behaviors or delayed development creates extra stress for families, so early identification and assistance for both parents and children can head off negative results and keep development on track.

For information:

Center for the Study of Social Policy's
Strengthening Families Protective Factors
<http://www.cssp.org/reform/strengthening-families/resources>

ATTACHMENT F

GUIDELINES FOR LIGHT REFRESHMENTS FOR MEETINGS

Below is the approved List of acceptable items to be purchased for “continental Breakfasts” or as “light refreshments”. This list was developed by OSDH registered dietitians and is consistent with the Dietary Guidelines for Americans.

Approved Options

Continental Breakfast Items:

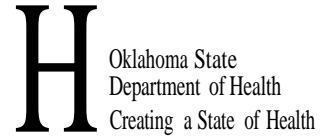
- Oatmeal with brown sugar, walnuts, raisins and margarine
- Multi-grain English muffins/bagels with low-fat cream cheese, peanut butter, jam & jelly
- Blueberry & bran muffins
- Low-fat yogurt
- Fresh fruit
- Whole grain waffles with fruit topping
- Whole grain cereals

Light Refreshment Items:

- Baked chips or Baked Pita Chips
- Salsa or Fruit Salsa
- Hummus
- Bean dip or Dip made with tofu
- Guacamole
- Bite-size pinwheels with fat-free refried beans or low-fat cream cheese
- Soft pretzels with mustard
- Whole grain pitas or whole grain flat bread (cut into small pieces and served with an approved dip)
- Corn or whole grain tortillas (cut into small pieces and served with an approved dip)
- Bite-size veggie pizza pieces
- Raw vegetables with low-fat dip
- Low-fat cheese
- Whole grain crackers
- Yogurt parfait (with low-fat yogurt)
- Snack/trail mix
- Granola bars (reduced fat)
- Fig bars
- Fresh fruit
- Lite popcorn
- Pretzels
- Graham crackers
- Vanilla Wafers
- Low-fat animal crackers
- Smoothies and shakes (made with 1% or skim milk and low-fat yogurt)
- Sherbet/sorbet
- Fruit
- Low-fat cottage cheese
- Pudding (made with skim or 1% milk) or Jello
- Unsalted nuts
- Angel food cake with fresh fruit

Beverages

- 1% or skim milk (white & chocolate)
- 100% juice (fruit & vegetable)
- Coffee
- Tea (hot & cold)
- Diet Sodas
- Bottled water with individual packets Crystal Light
- Sugar-free: hot chocolate, Cider, Lemonade, etc



Office of General Counsel
Phone: 271-6017 Facsimile: 271-1268

MEMORANDUM OF LEGAL OPINION

TO: Greg Morley
Procurement Chief

THROUGH: Nick Slaymaker
General Counsel

FROM: Tom L. Cross
Deputy General Counsel

CC: Rocky McElvany
Interim Commissioner of Health

Steve Ronck, MPH, Deputy Commissioner
Community Health Services

Angela Andrews
Procurement

RE: Incentives and Promotional Items used by Programs

DATE: June 1, 2009

Question Presented

Can program areas of the Oklahoma State Department of Health use incentives and/or promotional items given to individuals to induce those individuals to participate and/or complete a program or part of a program?

Short Answer

The use of incentives and promotional items that are used by Programs in exchange for participation in program activities are not considered a "gift" and therefore do not violate the constitutional proscription of "gifting" state assets as set out in Article 10 Section 15 of the Oklahoma Constitution.

Discussion

The program area has asked about the legality of using VISA gift cards as incentives to

increase participation in specific programs and services. The program area's experience is these incentives are necessary to insure sufficient data is collected to validate the conclusions that are drawn from the data. Each participant is given a \$10 VISA gift card when that participant completes a specific part of the program, i.e. completion of a survey, keeping an appointment or completing a follow-up examination.

The \$10 value of the gift card is based on a Memorandum issued by the Office of General Counsel for the Oklahoma State Department of Health dated October 9, 2000. This Memorandum has its origin in a letter from Tom Jaworsky, State Purchasing Director, Department of Central Services, dated October 2, 2000. In this letter Mr. Jaworsky stated the position of Central Purchasing is the Central Purchasing Act does not prohibit the acquisition of promotional items with a nominal value. Mr. Jaworsky set a \$10 value for promotional items. The Oklahoma Constitution does not contain an exception for "nominal" gifts.

The Oklahoma Constitution contains a proscription against the State from gifting assets of the state to "any company, association or corporation¹." The Oklahoma Supreme Court has defined the term "gift" as used in Article X Section 15 as "all appropriations for which there is no authority or enforceable claim on which rests alone some material equitable obligation which in the mind of a generous or even just individual dealing with his own money might induce him to recognize as worthy of his reward²." "Where specific constitutional prohibitions against gifts of public money exist, public money cannot be lawfully appropriated to meet an obligation, however just and equitable, unless it is of such a character that it could be enforced in a court of law." The Court has further defined a "gift" as a "voluntary transfer of his property by one to another without any consideration or compensation therefore. The donor must intend gratuitously to pass the title to the donee⁴."

A program area may use incentives and/or promotional items to accomplish the goals of the program area. The program area should be able to articulate how the use of the specific incentive and/or promotional item will benefit the program area and without the specific incentive and/or promotional item what will be the detriment. In other words, the recipient must give some type of "consideration" in exchange for the incentive. Consideration takes away from the transaction its donative character, S."

. The recipient of the incentive must be required to complete a specific task or provide something of value in exchange for the incentive prior to the incentive being delivered. OSDH is prohibited from paying for services or products prior to those services or products being delivered⁶. The amount of the incentive should be

¹ Oklahoma Constitution Article 10 Section 15

² *Hawks v Bland*, 1932 OK 101, 9 P.2d 720, 156 Okla. 48 {1932}; *Veterans of Foreign Wars v Childers*, 197 Okla. 331, 171 P.2d 618, 1946 OK 211

³ *Veterans of Foreign Wars v Childers*, Id.

⁴ *In the Matter of the Petition of University Hospitals Authority, an agency of the State of Oklahoma and University Hospitals Trust, a public trust*, 953 P.2d 314, 1997 OK 162

⁵ Id.

⁶ 74 O.S. §85.448

reasonable in value in relation to the specific task, information or other consideration that is being provided by the recipient of the incentive. While the courts have decided that the use of incentives is legal, there is a policy consideration to be established to ensure that incentives used are reasonable.

Conclusion:

Program Areas of the OSDH may use gift cards or other items as incentives and/or promotional items to induce participation in specific programs or activities. The Program Area should articulate the specific benefit of using the incentive and if the incentive was not used the detriment suffered. Recipients of the incentive must be required to complete a specific task or exchange something of value for the incentive prior to receiving the incentive. OSDH should establish policy guidelines that will direct program areas what is an acceptable incentive program and when can that program be used.