State of Oklahoma
Office of Management and Enterprise Services
Information Services Division

Solicitation

1. Solicitation#: 5100000011

2. Solicitation Issue Date: April 16, 2014

3. Brief Description of Requirement:

The State of Oklahoma (State), Office of Management and Enterprise Services (OMES), Information Services Division (ISD), on behalf of the Oklahoma Board of Nursing (OBN), issues this solicitation to secure the services from a private supplier to manage the drug testing of individuals required by the OBN to submit to random and for cause drug screens, provide online support for the purpose of compliance monitoring and case management of these individuals.

4. Response Due Date: May 9, 2014 **Time: 3 p.m. Central Time**

5. Issued By and Return Sealed To:

Office of Management and Enterprise Services
ISD Procurement Division
ATTN: 5100000011 / Allen Cook
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105

6. Contracting Officer:

Name: Allen Cook

Email: allen.cook@omes.ok.gov

TABLE OF CONTENTS

Remainder of Page Intentionally Left Blank

A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

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 acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.

A.1.2. "Addendum" means a written modification to a contract.

A.1.3. "Alteration" means a modification an Supplier makes to a solicitation response prior to the response due date.

A.1.4. "Alternate" or "Alternative Offer" means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.

A.1.5. "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.

A.1.6. "Bid" means an offer in the form of a bid, proposal or quote a Supplier submits in response to a solicitation.

A.1.7. "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "Supplier", "vendor", or other similar term responding to a solicitation.

A.1.8. "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.

A.1.9. "COTS" means software that is commercial off the shelf.

A.1.10. "Contract" means this document, as may be amended from time to time, which together with other Contract Documents, evidences the final agreement between the parties with respect to this statewide contract for the Products.

A.1.11. "Contract Document" means, when executed by all applicable parties, this Contract, Attachments to this Contract, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.

A.1.12. "Contractor" means the Business Entity with whom the State enters into this contract.

A.1.13. "Close of business" means 5:00PM Central Time.

A.1.14. "Closing Date" is the date the RFP closes, also proposal opening date, and response due date,

A.1.15. "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.

A.1.16. "Minor Deficiency" or "minor informality" means an immaterial defect in a response or variation in a bid from the exact requirements of a solicitation that may be correct or waived without prejudice to other Suppliers. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

A.1.17. "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term.

A.1.18. "Supplier" shall be synonymous with "vendor", "bidder", or other similar term.

A.1.19. "OMES" means the Office of Management and Enterprise Services for the State of Oklahoma.

A.1.20. "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.

A.1.21. "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.

A.1.22. "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to the Office of Management and Enterprise Services - ISD.

A.1.23. "State Entity" means any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.

A.1.24. "State CIO" is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.

A.1.25. "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for an 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.

A.1.26. "Utilities" means Supplier's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Supplier in writing prior to execution of this Contract.

A.2. Offer Submission

A.2.1. Submitted offers shall be in strict conformity with the instructions to Supplier, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by the solicitation.

A.2.2. Offers shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the Supplier 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 envelope, package, or container.

A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OSF Form 004, must be made out in the name of the Supplier and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

A.2.4. All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall not be accepted and shall be rejected as non-responsive.

A.2.5. All offers submitted shall be consistent with the Oklahoma Central Purchasing Act, the Central Purchasing Rules, and subject to the Information Services Act 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.2.6. By submitting a proposal, Supplier agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.

A.2.7. If a Supplier fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the Solicitation, known to the Supplier, or an error that reasonably should have been known by the Supplier, the Supplier shall submit a proposal at its own risk; and if awarded the contract, the Supplier shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a Supplier takes exception to any requirement or specification contained in the Solicitation, these exceptions must be clearly and prominently stated in their response.

A.2.8. Supplier should note that this solicitation reflects those changes in the existing operation to increase efficiencies and streamline business environment in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance on this exclusive solicitation.

A.3. Solicitation Amendments

A.3.1. If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Supplier 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 offer 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 State must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the offer 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 State.

A.3.3. It is the Supplier's responsibility to check the State's website frequently for any possible amendments that may be issued. The State is not responsible for the Supplier's failure to download any amendment documents required to complete a solicitation.

A.4. Offer Change

If the Supplier needs to change an offer prior to the solicitation response due date, a new offer shall be submitted to the State with the following statement "This offer supersedes the offer previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Supplier 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 envelope, package, or container.

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

By submitting an offer to this solicitation:

A.5.1. The Supplier certifies that the Supplier 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 Contract 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 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 foregoing offenses enumerated in this certification; and

A.5.1.4. Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

A.5.2. Where the Supplier is unable to certify to any of the statements in the certification above, Supplier shall attach an explanation to this offer.

A.5.3. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.3.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;

A.5.3.2. Have not within a three-year period preceding this solicitation 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 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.5.3.3. 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.6.3.1 of this certification; and

A.5.3.4. Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.

A.5.4. 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 offer.

A.6. Offer Public Opening

Sealed offers may be opened upon public request at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Offers Subject To Public Disclosure

A.7.1. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information an Supplier submits as part of or in connection with an offer are public records and subject to disclosure. Suppliers claiming any portion of their offer 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. It is the sole discretion of the State CIO shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.7.2. If the CIO agrees the information is proprietary, ISD will maintain the information as Confidential. If the CIO does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the Supplier and the evaluation will be completed without consideration of the information marked Proprietary.

A.7.3. Proposals marked, in total, as proprietary and/or confidential shall not be considered.

A.8. Oklahoma Open Records Act

Proposals are subject to public disclosure in accordance with the Open Records Act. To the extent permitted by the Oklahoma Open Records Act, 51 O. S. (2001) § 24A.1-27, the Suppliers proposals will not be disclosed, except for purposes of evaluation, prior to approval by the CIO of the resulting contract. All material submitted becomes the property of the State of Oklahoma. Proposals will

not be considered confidential after a contract is awarded except that information in the proposal determined to be confidential by the CIO shall continue to be considered confidential.

A.9. Late Offer

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

A.10. Legal Contract

A.10.1. Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.

A.10.2. The contract resulting from this solicitation shall consist of the following documents in order of preference: State of Oklahoma Statutes, contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful offer to the extent that the offer does not conflict with the requirements of the contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the contract award documents prevail over the solicitation, and both the contract award documents and the solicitation shall prevail over the successful offer.

A.10.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10.4. All transactions related to this solicitation, and any contract resulting therefrom, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.11. Pricing

A.11.1. Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.

A.11.2. Suppliers guarantee unit prices to be correct.

A.11.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the contractor in performance of the contract shall be included in the total bid price/contract amount.

A.11.4. All costs incurred by the Suppliers for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the Suppliers. The State of Oklahoma shall not reimburse any Supplier for any such costs.

A.12. Firm Fixed Price

Unless the solicitation specifies otherwise, a Supplier shall submit a firm, fixed price for the term of the contract.

A.13. Pricing Requirements

If Supplier pricing does not meet requirements of a solicitation, the offer may be considered non-responsive.

A.14. 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. Supplier may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if offers are based on equivalent products, indicate on the offer form the manufacturer's name and number. Supplier shall submit sketches, descriptive literature, and/or complete specifications with their offer. Reference to literature submitted with a previous offer shall not satisfy this provision. The Supplier shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Offers that do not comply with these requirements are subject to rejection.

A.15. Rejection of Offer

The State reserves the right to reject any offers that do not comply with the requirements and specifications of the solicitation. An offer may be rejected when the Supplier imposes terms or conditions that would modify requirements of the solicitation or limit the Supplier's liability to the State. Other possible reasons for rejection of offers are listed in OAC 580:15-4-11

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of your non-responsiveness of your offer due to the lack of compliance with the terms and conditions of negotiation or the solicitation.

A.16. Award of Contract

A.16.1. The State may award the contract to more than one Supplier 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 to be in the best interest of the State of Oklahoma.

A.16.2. Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.

A.16.3. In order to receive an award or payments from the State of Oklahoma, Supplier must be registered. The Supplier registration process can be completed electronically through the website at the following link: https://www.ok.gov/dcs/vendors/index.php.

A.16.4. It is the preference of the State to award to a single Supplier. However, the State reserves the right to award to multiple Suppliers when it has been determined to be in the best interest of the State.

A.17. Contract Modification

A.17.1. The contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The contract may be modified only through a written Contract Modification, signed by the State.

A.17.2. Any change to the contract, including 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 Office of Management and Enterprise Services - ISD in writing, or made unilaterally by the contractor, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the contractor shall not be entitled to any claim under a 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.18. Delivery, Inspection and Acceptance

A.18.1. All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any Products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at Destination and the procuring entity has no responsibility for the delivered Products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.

A.18.2. Supplier shall be required to deliver Products as offered on or before the required date. Deviations, substitutions, or changes in the Products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

A.19. Invoicing and Payment

A.19.1. 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.

A.19.2. State Acquisitions are exempt from sales taxes and federal excise taxes.

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 Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.

A.20.2. The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-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 this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, any State Entity or Interlocal Entity may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts due for multiple year agreements. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier.

A.22. Choice of Law and Venue

A.22.1. Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.

A.22.2. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier or as otherwise provided by applicable law.

A.23. Termination for Cause

A.23.1. The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier.

A.23.2. The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a procuring State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.

A.23.3. If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for Products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.24. Termination for Convenience

A.24.1. The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Supplier upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.

A.24.2. If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for Products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.25. Insurance

The Supplier shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Supplier has any obligation under a Contract Document:

a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than $1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage;

c) Automobile Liability Insurance with limits of liability of not less than $1,000,000 per occurrence combined single limit including bodily injury and property damage and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;

d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than $1,000,000 per claim and in the aggregate; and

e) Additional coverage required by the State in writing in connection with a particular Acquisition.

A.26. Employment Relationship

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State, a State Entity or an Interlocal Entity and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

The Supplier certifies that it is registered and participates in the Status Verification System, available at www.dhs.gov/E-Verify, as

required under applicable State law and is in compliance with applicable federal immigration laws and regulations. Supplier agrees that compliance with the certification set forth in this section shall be a continuing obligation.

A.28. Compliance with Applicable Laws

A.28.1. In connection with its performance of obligations under the terms of this Contract, the Supplier shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;

b) Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;

c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;

d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 and Executive Orders 11246 and 11375;

e) Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and

g) Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

A.28.2. The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.28.3. The Supplier shall inform its employees or agents who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require its employees or agents to comply accordingly. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees or agents and have been informed of their obligations hereunder.

A.29. Gratuities

The rights of Supplier under the terms of this Contract may be immediately terminated , in whole or in part, by written notice if it is determined that the Supplier, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State or Interlocal Entity employee directly involved in this Contract. In addition, a Supplier determined to be guilty of such a violation may be suspended or debarred.

A.30. Preclusion from Resulting Contracts

Any Supplier that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this solicitation, either directly or indirectly, is precluded from the award of such contract and from securing a sub-contractor that has provided such services.

A.31. Mutual Responsibilities

The State and Supplier agree that under this Agreement:

A.31.1. Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.

A.31.2. This is a non-exclusive agreement and each party is free to enter into similar agreements with others.

A.31.3. Each party grants the other only the licenses and rights specified in the Contract Document.

A.31.4. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

A.32. Background Checks and Verifications

At the sole discretion of the State, State Entity or Interlocal Entity, as applicable, employees of the Supplier and any subcontractor of the Supplier may be subject to background checks. If background check information is requested, the Supplier must submit, or cause to be submitted, the required information in a timely manner and the Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to such State, State Entity or Interlocal Entity.

A.33. Confidentiality

A.33.1. The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.

A.33.2. No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State Chief Information Officer, the Director of a procuring State Entity or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State Chief Information Officer any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

A.34. Unauthorized Obligations

At no time during the performance of this Contract shall the Supplier have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the Products, Supplier shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

A.35. Electronic and Information Technology Accessibility

Supplier shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the Products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Supplier shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

All representations contained in the VPAT provided will be relied upon by the State for accessibility compliance purposes.

A.36. Patents and Copyrights

A.36.1. Without exception, the Products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.

A.36.2. If a third party claims that any portion of the Products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.

A.36.3. If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of Products at issue or replace such potential infringing Products with at least a functional non-infringing equivalent. If the Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the Products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other Products which are rendered materially unusable as intended due to removal of the portion of Products at issue.

A.36.4. Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier; (ii) a program's use in other than its specified operating environment; (iii) the combination, operation, or use of a product with other products not provided by Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

A.37. Assignment

Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Ownership of Products purchased under the terms of this Contract and rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

A.38. Severability

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.39. Paragraph Headings

The headings used in this Contract are for convenience only and do not constitute part of the Contract.

A.40. Failure to Enforce

Failure by the State, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State to enforce any provision of, or exercise any right under, a Contract Document at any time in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in a Contract Document.

A.41. Conflict of Interest

A.41.1. Supplier must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another State contractor or Supplier involved in the development of a Supplier's response to any solicitation resulting in this Contract. Any conflict of interest shall, at the sole discretion of the State, be grounds for termination of project involvement.

A.41.2. In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State.

A.42. Limitation of Liability

To the extent any limitation of liability in any Contract Document is construed by a court of competent jurisdiction to be a limitation of liability in violation of applicable law, such limitation of liability shall be void.

A.43. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.43.1. In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at http://www.ok.gov/cio/documents/InfoSecPPG.pdf ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.

A.43.2. Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Supplier to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Supplier may supply during the downtime (repair) of equipment purchased or leased through this Contract. If a device has to be removed from a location for repairs, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

A.44. Offshore Services

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

A.45. Failure to Provide

The contractor's repeated failure to provide defined services, without reasonable basis as determined by the sole discretion of the State of Oklahoma's Chief Information Officer, shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract.

A.46. Agency Policies

The contractor's employees and/or sub-contractors must adhere to the agency policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the contractor to review and relay agency policies covering the above to the consulting staff.

A.47. Compliance with Technology Policies

The contractor agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at:

www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

A.48. High Technology System Performance and Upgrades

A.48.1. If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Supplier shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Supplier does not plan such system upgrades or improvements, the Supplier shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.

A.48.2. Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Supplier; the Supplier providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Supplier providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

A.49. Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this contract at any time to allow for technologies not identified elsewhere under this document. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue a formal modification or amendment to the contract.

A.50. Ownership Rights

A.50.1. Any software developed by the Supplier is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Supplier's Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the Products.

A.50.2. Except for any Utilities, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

A.50.3. In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the Products.

A.50.4. Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign

any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

A.50.5. If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

A.50.6. It is understood and agreed that the Software is being developed by the Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier's reusable or pre-existing intellectual property ("Utilities"), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

A.50.7. Except for any utilities, all work performed by the Supplier of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

A.51. Source Code Escrow – Reference Title 62 O.S. § 34.31

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a state agency, the Supplier shall have a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

a) A bona fide material default of the obligations of the Supplier under the agreement with the agency;

b) An assignment by the Supplier for the benefit of its creditors;

c) A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;

d) The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;

e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;

f) The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;

g) The ceasing of a Supplier of maintenance and support of the software; or

h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

A.52. Right to Renegotiate

Prior to exercising the State's right to cancel a contract, the State may renegotiate an existing contract with a contractor for the purpose of obtaining more favorable terms for the State, provided that the term of the contract is not modified.

A.53. Used or New Products

Supplier shall offer new items of current design unless the solicitation specifies used, reconditioned, or remanufactured products are acceptable. Warranties in both cases should be the same.

A.54. Publicity

The award of this Contract to Supplier is not in any way an endorsement by the State of Supplier or the Products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

A.55. Mandatory and Non-Mandatory Terms

A.55.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Supplier's Proposal.

A.55.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection.

A.56. Non Tobacco – Smoke Free

By order of the Governor's Executive Order 2012-01, effective August 06, 2012 the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

A.57. OMES/ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act (62 O.S. §§ 35.1 – 35.9), OMES/ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES/ISD to acquire necessary hardware and software, and directs OMES/ISD to authorize the use of these assets by other State agencies. OMES/ISD, as the owner of information technology assets, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the Supplier.

A.58. Federal Terms and Conditions

The following terms apply if federal monies are used to fund this solicitation:

A.58.1. Equal Opportunity and Discrimination

The Supplier certifies they are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act

A.58.2. Lobbying

The Supplier certifies compliance with the Anti-Lobbying law, Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

A.58.3. Drug-Free Workplace

The Supplier certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610

A.58.4. Environmental Protection

If the payments pursuant to the contract are expected to exceed $100,000.00, then the Supplier must comply with all applicable Federal Laws such as Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities

A.59. Acceptance of Request for Proposal Content

Unless otherwise provided in Section One of the Supplier's response to this Request for Proposal, all Offers shall be firm representations that the responding Supplier has carefully investigated and will comply with all terms and conditions contained in this Request for Proposal Upon award of any contract to the Successful Supplier, the contents of this Request for Proposal, as may be amended by the Supplier's response in Section One, shall become contractual obligations between the parties. Failure to provide all proposed amendments to the terms and conditions contained in this Request for Proposal in Section One of the Supplier's response may cause the bid to be rejected from consideration for award.

A.60. Special Provisions

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

Remainder of Page Intentionally Left Blank

B. SPECIAL PROVISIONS

B.1. Contract Term, Renewal and Extension Option

B.1.1. The initial contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the contractor.

B.1.2. Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there shall be five (5) options to renew, each for duration of one (1) year.

B.1.3. After the initial term of one year, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State will review the terms and conditions to determine validity with current state statues and rules. If required prior to renewal, the State will work with the contractor to incorporate any required changes to this agreement.

B.1.4. The State, at its sole option, may choose to exercise an extension for 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent 90 day extensions, by mutual consent and at the contract compensation rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to new contractor.

B.1.5. Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

B.1.6. Term Extensions – The State CIO reserves the right to extend any contract awarded if it is determined to be in the best interest of the State.

B.2. Obligations of Permitted Subcontractor

B.2.1. If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the Products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

B.2.2. All payments for Products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

B.3. Warrants

Supplier warrants and represents that products or deliverables specified and furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. During the warranty period, defects in the products or deliverables specified and furnished by or through the Supplier shall be repaired or replaced by Supplier at no cost or expense to the State.

B.4. Authorized Users

During the term of this contract, any State Entity, or Interlocal Entity, as defined herein, may utilize this contract. Under this contract, the State of Oklahoma bears no liability for the State or Interlocal Entities actions and the privies of contract exist solely between the Supplier and the State or Interlocal Entity.

B.5. Manufacturer Accessibility VPAT Website

The Supplier may provide a URL link for a website maintained by the Supplier or product manufacturer which provides VPAT's for all products offered through the resulting contract.

B.6. Commercial Off-The-Shelf (Cots) Software

In the event that Supplier specifies terms and conditions or clauses in an electronic license agreement notice that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

B.7. Supplier Services

The State of Oklahoma shall not guarantee any minimum or maximum amount of the Supplier services that may be required under this contract.

Remainder of Page Intentionally Left Blank

C. SOLICITATION SPECIFICATIONS

C.1. General Information

C.1.1. The Oklahoma Board of Nursing (OBN) desires two (2) basic services stated below:

C.1.1.1. Drug testing management with administrative support services

C.1.1.2. Online Compliance / Case management

C.1.2. The scope of procurement is to secure the services from a private vendor to manage the drug testing of individuals required by the OBN to submit to random and for cause drug screens; and provide online support for the purpose of compliance monitoring and case management of these individuals.

C.1.3. Applicable Documents

C.1.3.1. OBN Laboratory Approval Criteria for Body Fluid Testing (Section I, Attachment 3)

C.1.3.2. OBN Body Fluid Testing Guidelines (Section G, Attachment 1)

C.1.3.3. USDHHS / SAMHSA Urine Specimen Collection Handbook: http://workplace.samhsa.gov/DrugTesting/pdf/specimen_collection_handbook_2010_100908.pdf

C.1.4. Pricing

C.1.4.1. The contractor will charge and collect from the individual the cost of the drug testing and any charge for the online case management/compliance monitoring support. Contractor should provide individuals with a convenient method of payment. Prospective vendors should state what their charges to the individual will be. There will be no costs to the Oklahoma Board of Nursing related to this contract.

C.2. Work Requirements

C.2.1. The following represents, at a minimum, OBN's requirements for a vendor with regard to the drug testing program and compliance/case management system. Unless otherwise noted the Contractor shall:

C.2.1.1. Have at least two (2) years' experience with providing drug testing management and administrative support to regulatory boards and/or healthcare professionals monitoring programs

C.2.2. Drug Screening Program

C.2.2.1. Maintain a system to notify individuals they have been selected to test

C.2.2.2. Enroll individuals in the drug testing program

C.2.2.3. Provide each individual a unique personal identification number

C.2.2.4. Provide fully randomized selections

C.2.2.5. Manage specimen collection

C.2.2.6. Manage Laboratory Services

C.2.3. Reporting Services

C.2.4. Contractor Support

C.2.5. Records Management

C.3. Specifications

C.3.1. The following represents, OBN's evaluation criteria for a supplier with regard to the drug testing program and compliance/case management system.

C.3.1.1. Have an understanding of the overall need for and purpose of the drug testing and case management/compliance monitoring services and have the organizational and professional capability and experience to assume responsibility for administering the service on a statewide and/or out-of-state basis.

C.3.1.2. Comply with all confidentiality and security requirements of OBN including background screening and training protocols of vendor employees

C.3.1.3. Maintain open lines of communications with OBN at all times regarding any changes in the operation of the services being provided. This includes but is not limited to:

- Addition or closing of collection sites

- Web-site technical errors, complaints, etc.
- Billing complaints
- Laboratories utilized

C.3.1.4. Notification system should be available 7 days per week. System is accessible by Interactive Voice Response and/or secure website.

C.3.1.5. Enrollment should be via secure website and/or toll-free number utilizing forms and directions agreed to by the OBN.

C.3.1.6. Specimen Collection

- Maintaining legal chain of custody of specimens
- Providing chain of custody forms
- Providing collection sites geographically dispersed statewide so that individuals do not have to travel more than 30 miles one way for specimen collection on weekdays or 50 miles on weekends
- Locating collection sites for observed collections outside of Oklahoma with appropriate notice by the individual
- Requiring observed specimen collection from urethra to cup by an observer of the same gender on all specimens collected.
- Assuring specimen collection is compliant with United States Department of Health and Human Services/Substance Abuse and Mental Health Services Administration ("USDHHS/SAMHSA") collection criteria.
- Assuring all specimen collections are split specimens.
- Assuring collection site staff requires and reviews photo identification to be produced by the donor before each collection.
- Providing training for collection sites.
- Providing documentation of any failure by the licensee to cooperate with the collection site staff to the OBN within 1 business day.
- Verifying individual's arrival time at the collection site as well as the time of the actual specimen collection.

C.3.1.7. Laboratory Services

- Utilizing a Laboratory for testing which meets the Laboratory Approval Criteria for Body Fluid Testing of the Investigation and Peer Assistance divisions of OBN (Section H and J, Attachment 2 and 4).
- Providing for specimen transportation and analysis, preferably by courier within 24 hours of collection.
- Assuring all necessary initial screens and confirmation tests are run for all drugs identified and validity testing on all specimens.
- Confirming all positive results by gas chromatography/mass spectrometry (GC/MS) or an equivalent accepted method of equal or greater accuracy.
- Retaining specimens identified as positive, adulterated or substituted for a minimum of one year. During this year the OBN may request the specimen be retained for an additional period of time.
- Retaining dilute specimens for a minimum of 2 weeks after being reported out to the OBN. During this time the OBN may request further testing on the specimen.
- Maintaining procedures to assure the specimen is not tainted and the proper identification of the specimen is maintained throughout the process.
- Assuring all positive results are verified by a Certified Medical Review Officer, who preferably has received training through the American Society of Addiction Medicine (ASAM) Medical Review Officer Course.
- Providing drug screen panels to cover all drugs listed in the OBN Laboratory Approval Criteria.

C.3.1.8. Reporting Services

- Secure web site access available to OBN providing specific documented user ID access to the following information:

screen was positive or negative. If the confirmation test is positive and the MRO has verified a reason for the positive result, the report must state the screen is "positive report as negative" and list the reason for the positive result.

- If a screen is positive, the report will include a quantitative result for all drugs identified in the screen.

- Daily selection records and confirmation of notice.
- Notification records of each licensee.
- Ability of the OBN to interactively manage and search general compliance and toxicology administration data.
- Availability of toxicology administration records on-line for the duration of the licensee's monitoring agreement or probation.
- Aggregate reports of selection, notification, results for all licensees.
- Alerts regarding licenses for no call, no show, or no results

C.3.1.9. Contractor Support

- Provide the Agency, employers of licensees, and licensees with assistance 7 days per week. A Contractor representative must be available by telephone or email in case of collection issues or similar problems.
- Provide emergency support after hours or on weekends for collection or notification assistance.
- Payment collection from licensees.
- Notification to OBN of any systems problems or failures to occur immediately upon discovery.
- Ability to manage at least 400 licensees and 900 drugs screens per month.
- Provide expert testimony to the Oklahoma Board of Nursing regarding drug screening, if needed, up to 6 times per year.

C.3.1.10. Report Management

- Provide ability for individuals to submit reports to online via secure login.
- Maintain electronic records of all reports submitted Case Management via secure website.
- Licensees' history and participation records maintained electronically.
- Records secure and accessible online to identified personnel.
- Ability to provide limited record access to identified individuals involved in monitoring the licensees.
- Provide Program Staff ability to enter and edit information on records.
- Statistical reporting to include at a minimum: number of individuals enrolled in the program, with ability to breakdown by gender, license type, referral source, drugs of use.
- All records maintained electronically by the Contractor on individuals monitored by the OBN are the property of the OBN.
- All records are to be confidential at all times and accessible only to authorized personnel.

C.3.1.11. Contractor's Fee Structure

- State fees charged to individuals enrolled in the OBN drug testing program as follows: an inclusive single fee to cover all OBN panels and all related services to include confirmation testing and MRO fee. If the collection fee is not included in the bundled price, it must be indicated the individual will be responsible for an additional collection fee charged by the collecting facility.
- Contractor should provide individuals with a convenient method of payment (cashier's check, money order, or credit card), which will pay for all management services to include enrollment, courier services, drug testing, reporting services and confirmation testing.
- No fees are paid by the OBN

D. EVALUATION

D.1. Evaluation and Award

D.1.1. Offers shall be evaluated on the "best value" determination.

D.1.2. The State reserves the right to request demonstrations and question clarifications from any or all-responding Suppliers.

D.1.3. Upon awarding of contract, services must be set up and operable by July 1, 2014.

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Suppliers. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the Supplier(s) shall put such clarifications in writing. The clarification shall not alter or supplement the proposal.

D.3. Competitive Negotiations of Offers

The State of Oklahoma reserves the right to negotiate with one, selected, all or none of the Suppliers 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 Suppliers, for any and all items in the Supplier's offer.

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

D.3.1. Negotiations may be conducted in person, in writing, or by telephone.

D.3.2. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the Supplier's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the Supplier may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

D.3.4. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

D.3.5. BEST and FINAL – The State may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Supplier should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and condition set forth in this solicitation.

D.4. Evaluation Process

D.4.1. Determination of Solicitation Responsiveness

A responsive offer is defined as an offer that meets all the general mandatory requirements as outlined below:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- VPAT Form 053
- Amendments, if issued, are acknowledged.
- Acceptance of Solicitation Standard Terms and Conditions
- Mandatory Service – drug screening program and compliance/case management online capability
- Experience – 2 years or more in providing such services to comparable regulatory boards or professional healthcare provider monitoring programs
- Collection site accessibility in Oklahoma

Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

Note: The following evaluation process is not presented in any sequence as any selection process may overlap the other in the evaluation.

D.4.2. Evaluation of Offer

The technical section of the offer is evaluated based on the required submittals in Section E.

D.4.3. Evaluation of Cost

Cost comparisons are performed.

D.4.4. Demonstrations

If desired by the evaluation committee, the Supplier may be required to provide product/services demonstrations.

D.4.5. Best Value Evaluation of Product/Services

D.4.5.1. Selection

The selection and award of contractor is based upon which Supplier best meets the needs of the State.

- Fee Structure
- Experience
- Site Accessibility
- Vendor Accessibility
- Monitoring Program Features

The State reserves the right to negotiate with one or more Suppliers, at any point during the evaluation. The State may negotiate any and all content of the offer.

D.4.6. Suppliers should be prepared to participate in oral presentations and demonstrations to define their submittal, to introduce their team, and to respond to any and all questions regarding their offer if requested by the State prior to award.

Remainder of Page Intentionally Left Blank

E. INSTRUCTIONS TO SUPPLIER

E.1. Introduction

Prospective Suppliers are urged to read this solicitation carefully. Failure to do so shall be at the Supplier's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, offers shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Supplier is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the Supplier's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.2. Preparation of Offer

E.2.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased.

E.2.2. Information shall be entered on the form provided or a copy thereof.

E.3. Submission of Offer

E.3.1. Completeness of offer(s): It is desirable that the Supplier respond in a complete, but concise manner. It is the Supplier's sole responsibility to submit information in the offer as requested by the solicitation. The Supplier's failure to submit required information may cause its offer to be rejected. However, unnecessary information should be excluded from the Supplier's offer.

E.3.2. Copies: Proposal should be paginated and indexed in alpha order with reference to RFP sections. Proposal must include an original hardcopy (1). The documents' front pages should indicate original or copy.

E.3.3. The Supplier should include a "machine readable" version (1) on CD, DVD, or thumb drive of the complete original document.

E.4. Proprietary and/or Confidential

E.4.1. Suppliers claiming any portion of their offer 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 CIO shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

E.4.2. If an Supplier believes particular information requested by the RFP for evaluation purposes is proprietary, the Supplier shall submit that information separate and apart from its response and mark it Proprietary and Confidential. If ISD in its sole discretion agrees the information is proprietary, ISD will maintain the information as Confidential. If ISD does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the Supplier and the evaluation will be completed without consideration of the information marked Proprietary. Proposals marked, in total, as proprietary and/or confidential shall not be considered.

E.5. Oklahoma Open Records Act

Proposals are subject to public disclosure in accordance with the Open Records Act and will not be considered confidential except as determined by the Oklahoma Chief Information Officer in his sole discretion.

E.6. Communications Concerning Solicitation

The contracting officer listed on the cover page of this solicitation is the only individual in which the Supplier should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Supplier response being considered non-responsive and not considered for further evaluation.

E.7. Administrative Review

E.7.1. Suppliers who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Contracting Officer listed herein. To be considered a request for review must be received no later than 3:00PM Central Time on April 24, 2014. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.8. General Solicitation Questions

Supplier may submit general questions concerning the specifications of the solicitation. All questions and answers regarding this RFP shall be posted to the IT procurement wiki at:

https://wiki.ok.gov/display/itprocurement/5100000011

E.8.1. Questions received via any other means will not be addressed. If your firm is not currently registered with the State of Oklahoma with wiki access, you may go to the link below to request access.

https://wiki.ok.gov/display/itprocurement/Home

E.8.2. In order to guarantee that your access is created prior to closing date for submitting questions for a solicitation, please request access at least 5 business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Supplier's lack of access if the request is not made within this timeline.

E.8.3. When posing questions, every effort should be made to:

a) be concise

b) include section references, when possible

c) do not use tables or special formatting, use simple lists

E.8.4. These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES website and linked on the wiki. Suppliers are advised that any questions received after 3 p.m. Central Time on May 2, 2014 shall not be answered.

E.9. P-Cards

The State of Oklahoma has issued payment cards to most State agencies. The current P-Card contract holder utilizes VISA.

If awarded a contract, will your company accept the State of Oklahoma approved purchase card:

Yes ☐ No ☐ (check one)

E.10. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract will your company accept payment for invoices from the State by EFT:

Yes ☐ No ☐ (check one)

E.11. Deliverables

Responses should be bond, tabbed by section, and clearly marked as Original or Copy.

Note: Deliverables are to be in both hard copy and in a single machine-readable format on either CD, DVD, or thumb drive.

E.11.1. Section One – Introduction

a) Letter of Introduction

b) Completed "Responding Bidder Information" OMES Form 076.

c) Completed "Certification for Competitive Bid and Contract" OMES Form 004.

d) Signed Amendment(s), if any.

e) Any exceptions to solicitation terms and conditions.

E.11.2. Section Two – References

Provide three (3) references from customers where similar work was performed. References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

E.11.3. Section Three – Company Information

Supplier must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation.

E.11.4. Section Four – Response to Requirements

Provide detailed response to specifications/requirements.

E.11.5. Section Five – EITA Compliance

Provide adequate information defining your products level of EITA compliance by providing a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the attached VPAT & Accessibility - OMES form 053 also attached is the VPAT Instructions Template.

Supplier may provide a URL link to a website providing VPAT for products deliverables through resulting contract.

E.11.6. Section Six – Supplier Agreements

Supplier shall provide any required software licenses, maintenance, or service agreements.

Note: Any software licensing, maintenance, or service agreements the Supplier requires, should they be the successful contractor, not submitted with contractor's original offer shall not be considered

E.11.7. Pricing

All information relating to costs are to be sent in a separate binder/envelope, clearly marked as "Price."

E.12. Awardee Financial Status

Prior to award the state may choose to request information from the proposed awardee to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the Supplier is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a Supplier who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.

Clarification or additional documents may be requested.

E.13. Notice of Award

A notice of award in the form of a PO or contract resulting from this solicitation shall be furnished to the successful contractor and shall result in a binding contract.

Remainder of Page Intentionally Left Blank

F. PRICE AND COST

F.1. Price per Drug Screen

F.1.1. The price per each drug screen to the individual should be given in the table below. If different panels have a different cost these should be listed as price per drug screen per panel with the panel identified.

F.1.2. No fees are paid by the OBN

F.2. Price/Cost Table

Remainder of Page Intentionally Left Blank

G. ATTACHMENT 1

Body Fluid Testing Guidelines
Investigation Division

I. Purpose: To provide uniform and consistent requirements for drug and alcohol screening required during the disciplinary process.

II. Definitions:

A. "Adulterated urine" is a urine specimen in which the pH is <3 or >11.0.

B. "Comprehensive" means specimens are screened and confirmed by gas chromatography/mass spectrometry (GC/MS) or liquid chromatography/mass spectrometry-mass spectrometry (LC/MS-MS) for any or all of the drugs and/or their metabolites listed below. The cutoff levels shall be determined by the Oklahoma Board of Nursing and all testing shall conform to those levels.

Drug	Initial Drug Test Level	Confirmatory Drug Test Level
Ethyl Alcohol	0.02%	0.02%
Amphetamines[1]	1000 ng/ml	200ng/ml amphetamine 500ng/ml methamphetamine
Barbiturates[2]	200 ng/ml	200 ng/ml
Benzodiazepines[3]	200 ng/ml	200 ng/ml
Buprenorphine	100 ng/ml	100 ng/ml
Butorphanol	100 ng/ml	100 ng/ml
Cannabinoids	20 ng/ml	10 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Dextromethorphan	200 ng/ml	200 ng/ml
Diphenhydramine	200 ng/ml	200ng/ml
Fentanyl	0.5 ng/ml	0.4 ng/ml
Ketamine	300 ng/ml	100 ng/ml
LSD	0.5 n/gml	0.5 ng/ml
Meperidine	200 ng/ml	100 ng/ml
Meprobamate	100 ng/ml	100 ng/ml
Methadone	300 ng/ml	100 ng/ml
Nalbuphine	200 ng/ml	200 ng/ml
Naloxone	100 ng/ml	100 ng/ml
Naltrexone	100 ng/ml	100 ng/ml

Drug	Initial Drug Test Level	Confirmatory Drug Test Level
Opiates [4]	300 ng/ml	300 ng/ml
Pentazocine	200 ng/ml	100 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	100 ng/ml
Tramadol	200 ng/ml	100 ng/ml
Specific Drug(s) of Choice[5]	Level of detection using suitable technology	Level of detection using suitable technology

[1]Amphetamines include methamphetamines, dextroamphetamine, methylenediozyamphetamine (MDA), N-methyl-mehylenedioxyamphetamine, other MDA analogues, phendiametrazine, phentermine, methylphenidate, and any drug which might be considered a stimulant.

[2]Barbiturates include the drugs: amobarbitol, butalbitol, pentobarbital, phenobarbital and secobarbital.

[3]Benzodiazepines include the drugs: alprazolam, chlordiazepoxide, clonazepam, diazepam, flurazepam, halazepam, lorazepam, midazolam, nitrazepam, nordiazepam, oxazepam, prazepam, strazolam, temazepam, and triazolam.

[4]Opiates include the drugs: codeine, heroin, hydrocodone, hydromorphone, morphine, oxycodone, and oxymorphone.

[1]Specific drug of choice includes the drug(s) the nurse has identified as the substance(s) s/he abuses and/or may include any illegal substances, including but not limited to drugs for which there is not a valid prescription.

C. "Dilute urine" is a urine specimen in which the creatinine is greater than or equal to 2 mg/dl but less than 20 mg/dl and the specific gravity of the sample is greater than 1.0010 but less than 1.0030.

D. "Laboratory" is the company under contract with the Oklahoma Board of Nursing to provide drug testing services to nurses.

E. "Observed specimen collection" means the observer maintains visual contact with the collection container throughout the collection process to maintain the integrity and security of the specimen from the donor. The observer must be of the same gender as the specimen donor. If the observer is not the collector, the observer must maintain visual contact with the collection container until the specimen donor hands the collection container to the collector. If the observer is different than the collector, the name of the observer will be documented in the comment section of the Chain of Custody Form.

F. "Random" is defined as body fluid testing not being done in any predictable order to minimize the likelihood of the individual anticipating when the screen will be requested.

G. "Reasonable suspicion" means belief that an individual is using or has used drugs or alcohol where such belief is based on specific, objective and articulable facts and reasonable inferences drawn from those facts in light of experience.

H. "Substituted urine" is a urine specimen in which the creatinine is less than 2 mg/dl and the specific gravity is less than or equal to 1.0010 or greater than or equal to 1.0200 and/or the collection site reports attempts by the nurse to provide a body fluid specimen other than his/her own. Example: someone other than the nurse attempts to provide the specimen or the nurse brings paraphernalia into the collection site for the purpose of providing body fluid other than his/her own.

I. "Valid medical explanation" for a dilute specimen is a physiological condition or a prescribed medical treatment which directly interferes with the body's ability to produce appropriately concentrated urine.

III. Policy:

A. Nurse will submit to random body fluid screening. Frequency of random body fluid screen tests will be determined by the Oklahoma Board of Nursing (Board). The nurse will be directed when to submit to random body fluid screen tests by contacting the notification system of the Laboratory, which contracts with the Oklahoma Board of Nursing to provide body fluid screening services.

B. Body fluid screen tests may also be requested when reasonable suspicion exists that the nurse is using or has used drugs or alcohol. Board staff or designated individual involved in monitoring the nurse, such as the supervising nurse, nurse manager, or counselor may direct the nurse to submit to body fluid testing. When body fluid testing is requested for reasonable suspicion, the nurse has two (2) hours from the time of the request to submit the body fluid specimen for testing. The individual making the request for the nurse to submit to body fluid testing, if other than Board Staff, must report the date and time of the request in writing to the Board Office by the next working day.

C. The nurse may also request body fluid testing at any time.

D. Nurse must utilize the Laboratory that contracts with the Oklahoma Board of Nursing and the program for body fluid testing. Within ten days of the nurse's receipt of the Board's Order that includes a provision for body fluid testing, the nurse must enroll with the Laboratory and submit to the Board the nurse-signed consents for release of information to the Laboratory and the collection site identified by the Laboratory.

E. The nurse must have signed in at the collection site by 4:30 p.m. on the day of the requested drug screen. A failure to timely submit is considered a positive screen. If the collection time on the chain-of-custody form is after 4:30 p.m., the nurse must be able to provide documentation of arrival at the collection site by 4:30 p.m. (See #Q.)

F. If a report of a dilute urine specimen is received, the nurse will be required to submit to a requested drug screen within three hours of the request. If a second dilute urine specimen is received, the nurse will be required to submit to a medical evaluation from an Oklahoma licensed physician or Advanced Practice Registered Nurse explaining the medical cause for such dilution. The following must be documented in the medical evaluation report: date of the evaluation, length of time the nurse has been under the provider's care, date of onset of the medical condition causing the dilute drug screens, whether the dilution is caused by a physiological condition or is a side effect of medication or treatment regime. If the medical condition is physiological, a medical record associated with the treatment of the condition may be requested by the nurse investigator. If the cause of the dilute drug screens is a side effect of medications or treatment regime, the provider will address whether it is possible to manage the condition or treatment regimen to decrease or eliminate occurrences of dilute drug screens. Prescription medications, over-the-counter medication or herbal preparations, if identified to be the cause of dilution must have been prescribed and reported to the Board by the prescribing health care provider on the Medication Report Form

in accordance with these Body Fluid Testing Guidelines to be considered a valid medical reason. Over-the-counter and herbal preparations must be reviewed and approved by the provider as an appropriate and medically necessary treatment to be accepted as a valid medical reason for future dilute urine specimens. The medical evaluation must be received in the Board Office no later than thirty (30) days after the second dilute urine specimen is reported. Absent a valid medical explanation for dilute urine specimens, any future dilute specimens will be considered a positive drug screen.

G. If a substituted or adulterated urine specimen is received, it will be considered a positive screen.

H. All drug screen reports will be provided directly from the Laboratory to the Board office.

I. Payment for drug screen testing is the responsibility of the nurse. Failure to pay for drug screens will result in the nurse's account with the Laboratory being suspended until the account is paid in full. The nurse is unable to access the notification system during the period of suspension, and therefore is unable to test. A nurse whose account with the Laboratory is suspended is in violation of these Body Fluid Testing Guidelines and the Board Order. If the nurse misses a scheduled random drug screen while suspended, the missed drug screen will be considered positive.

J. Specimen collection is "observed" and compliant with United States Department of Health and Human Services/Substance Abuse and Mental Health Services Administration (USDHHS/SAMHSA) collection criteria. The name of the person observing the specimen collection is to be documented on the chain of custody form. It is the nurse's responsibility to assure the specimen collection is observed.

K. All specimens collected will be by a split specimen method.

L. All drug screens are comprehensive.

M. Collection must be done at a collection site identified and approved by the Laboratory. The nurse must submit consent for release of information for any collection site utilized. If the specimen does not meet the USDHHS/SAMHSA criteria at the time of collection, it may be considered a positive drug screen.

N. The nurse shall cause a PRESCRIBER MEDICATION REPORT to be submitted as follows:

   i. Within ten (10) days of the nurse's receipt of the Board Order, a list of currently prescribed medications is to be documented by the prescribing healthcare provider on the Prescriber Medication Report. The Prescriber Medication Report is to be directly submitted to the Board by the nurse's prescribing healthcare provider via fax or mail.

   ii. Within ten (10) days of being prescribed, all prescriptions are to be documented by the prescribing healthcare provider on a Prescribed Medication Report. The Prescriber Medication Report is to be directly submitted to the Board by the nurse's prescribing healthcare provider via fax or mail.

O. The nurse shall submit a NURSE'S 72-HOUR MEDICATION REPORT as follows:

   i. Within seventy-two (72) hours of the nurse's receipt of the Board Order, the nurse must submit to the Board a list of all currently prescribed and over-the-counter medication(s). The nurse must report the prescriptions and over-the-counter medications to the Board on a fully completed NURSE'S 72-HOUR MEDICATION REPORT via fax or mail.

   ii. The nurse must notify the Board within seventy-two (72) hours whenever the nurse receives a new prescription not previously reported in writing to the Board, and whenever the nurse takes any over-the-counter medication not previously reported in writing to the Board. The nurse must report the new prescriptions and new over-the-counter medications to the Board on a fully completed NURSE'S 72-HOUR MEDICATION REPORT via fax or mail.

P. If the confirmation test is positive for controlled dangerous substances, a valid prescription older than six (6) months or used for other than prescribed purposes will not be considered justification for the positive result. Example: A controlled dangerous drug written by a dentist will not be accepted as justification for a positive drug screen if taken for knee pain.

Q. If a positive screen is received or a safety sensitive issue is reported, the nurse's license will be immediately temporarily suspended until further Order by the Board. The nurse will not be temporarily suspended for a positive report as negative screen received as a result of prescribed medication if the medication has been previously reported on a Prescribed Medication Report and no safety sensitive issue has been reported. (See #N.)

R. If the drug screen shows positive for opiates, the ingestion of poppy seeds will not be accepted as a justification for the positive result. To prevent such an occurrence, it is advised the nurse eliminate poppy seeds from their diet.

S. If the drug screen shows positive for cannabinoids, the use of hemp products will not be accepted as a justification for the positive result. To prevent such an occurrence, it is advised the nurse refrain from the use of hemp products.

T. Any violation of these Body Fluid Testing Guidelines or any Order of the Board for body fluid testing will result in the immediate temporary suspension of the license of the nurse until further Orders of the Board.

IV. References:

A. Department of Health and Human Services Substance Abuse and Mental Health Services Administration Center for Substance Abuse Prevention, *Collection Site Manual For the Collection of Urine Specimens for Federal Agency Workplace Drug Testing Programs, effective* 10/1/2010. http://workplace.samhsa.gov/fedpgms/files/Collection_Site_Manual_Oct2010.pdf

B. National Council State Boards of Nursing, *Drug Screening as a Regulatory Tool, 2006*

C. Shults, Theodore F. (2005) Medical Review Officer Handbook, 8th ed. (Research Quandrangle Research, LLC) Triangle Park, NC:

V. Regulatory Authority: 59 O.S. § 567.8. A. 3.

Remainder of Page Intentionally Left Blank

H. ATTACHMENT 2

Peer Assistance Program
Body Fluid Testing Guidelines

I. Purpose: To establish requirements for body fluid testing for Program Participants ("Participant(s)") required to drug screen in the Peer Assistance Program ("Program").

II. Definitions:

A. "Adulterated urine" is a urine specimen in which the pH is <3 or >11.0.

B. "Comprehensive" Specimens are screened and confirmed by gas chromatography/mass spectrometry (GC/MS) or liquid chromatography/mass spectrometry-mass spectrometry (LC/MS-MS) for any or all of the drugs and/or their metabolites listed below. The cutoff levels shall be determined by the Oklahoma Board of Nursing and all testing shall conform to those levels.

Drug	Initial Drug Test Level	Confirmatory Drug Test Level
Ethyl Alcohol	0.02%	0.02%
Amphetamines[1]	1000 ng/ml	200ng/ml amphetamine 500ng/ml methamphetamine
Barbiturates[2]	200 ng/ml	200 ng/ml
Benzodiazepines[3]	200 ng/ml	200 ng/ml
Buprenorphine	100 ng/ml	100 ng/ml
Butorphanol	100 ng/ml	100 ng/ml
Cannabinoids	20 ng/ml	10 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Dextromethorphan	200 ng/ml	200 ng/ml
Diphenhydramine	200 ng/ml	200 ng/ml
Fentanyl	0.5 ng/ml	0.4 ng/ml
Ketamine	300 ng/ml	100 ng/ml
LSD	0.5 ng/ml	0.5 ng/ml
Meperidine	200 ng/ml	100 ng/ml
Meprobamate	100 ng/ml	100 ng/ml
Methadone	300 ng/ml	100 ng/ml
Nalbuphine	200 ng/ml	200 ng/ml
Naloxone	100 ng/ml	100 ng/ml
Naltrexone	100 ng/ml	100 ng/ml
Opiates [4]	300 ng/ml	300 ng/ml
Pentazocine	200 ng/ml	100 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	100 ng/ml
Tramadol	200 ng/ml	100 ng/ml
Specific Drug(s) of Choice[5]	Level of detection using suitable technology	Level of detection using suitable technology

[1]Amphetamines include methamphetamines, dextroamphetamine, methylenediozyamphetamine (MDA), N-methyl-mehylenedioxyamphetamine, other MDA analogues, phendiametrazine, phentermine, methylphenidate, and any drug which might be considered a stimulant.

[2]Barbiturates include the drugs: Amobarbitol, Butalbitol, Pentobarbital, Phenobarbital and Secobarbital.

[3]Benzodiazepines include the drugs: Alprazolam, chlordiazepoxide, clonazepam, diazepam, flurazepam, halazepam, lorazepam, midazolam, nitrazepam, nordiazepam, oxazepam, prazepam, strazolam, temazepam, and triazolam.

[4]Opiates include the drugs: codeine, heroin, hydrocodone, hydromorphone, morphine, oxycodone and oxymorphone

[5]Specific drug of choice includes the drug(s) the Participant has identified as the substance(s) s/he abuses and/or may include any illegal substances, including but not limited to drugs for which there is not a valid prescription.

C. "Dilute urine" is a urine specimen in which the creatinine is greater than or equal to 2 mg/dl but less than 20 mg/dl and the specific gravity of the sample is greater than 1.0010 but less than 1.0030.

D. "Laboratory" is the company under contract with the Oklahoma Board of Nursing and the Program to provide drug testing services to Participants.

E. "Observed specimen collection" means the observer maintains visual contact with the collection container throughout the collection process to maintain the integrity and security of the specimen from the donor. The observer must be of the same gender as the specimen donor. If the observer is not the collector, the observer must maintain visual contact with the collection container until the specimen donor hands the collection container to the collector. If the observer is different than the collector, the name of the observer will be documented in the comment section of the Chain of Custody Form.

F. "Random" is body fluid testing not being done in any predictable order to minimize the likelihood of the individual anticipating when the screen will be requested.

G. "Reasonable suspicion" means belief that an individual is using or has used drugs or alcohol where such belief is based on specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience.

H. "Substituted urine" is a urine specimen in which the creatinine is less than 2 mg/dl and the specific gravity is less than or equal to 1.0010 or greater than or equal to 1.0200 and/or the collection site reports attempts by the Participant to provide a body fluid specimen other than his/her own. Ex: someone other than the Participant attempts to provide the specimen or the Participant brings paraphernalia into the collection site for the purpose of providing body fluid other than his/her own.

I. "Valid medical explanation" for a dilute specimen is a physiological condition or a prescribed medical treatment which directly interferes with the body's ability to produce appropriately concentrated urine.

III. Policy:

A. Participants will submit to random body fluid screening. Frequency of random body fluid screen tests will be determined by the Peer Assistance Committee ("Committee") as set forth in the Participant's contract or amended contract(s). Participants will be directed when to submit to random body fluid screen tests by contacting the notification system of the Laboratory, which contracts with the Oklahoma Board of Nursing and the Program to provide body fluid screening services.

B. Body fluid screen tests may also be requested when reasonable suspicion exists that the Participant is using or has used drugs or alcohol. Program staff or designated individual involved in the Participant's recovery, such as the supervising nurse, counselor, nurse support group facilitator or Committee member, may direct the Participant to submit to body fluid testing. When body fluid testing is requested for reasonable suspicion, the Participant has two (2) hours from the time of the request to submit the body fluid specimen for testing. The individual making the request of the Participant to submit to body fluid testing, if other than Program Staff, must report the date and time of this request in writing to the Board Office by the next working day.

C. Participants may also request body fluid testing at any time.

D. Participants must utilize the Laboratory, which contracts with the Oklahoma Board of Nursing and the Program for body fluid testing. Within five working days of the Participant entering into a contract with the Committee, the Participant must enroll with the Laboratory and submit to the Program signed consents for release of information to the Laboratory and the collection site(s) identified by the Laboratory.

E. The Participant must have signed in at the collection site by 4:30 p.m. on the day of the requested drug screen. A failure to timely submit is considered a positive screen. (See N.) If the collection time on the chain-of-custody form is after 4:30 p.m., the Participant must be able to provide documentation of arrival at the collection site by 4:30 p.m.

F. If a report of a dilute urine specimen is received, the Participant will be required to submit to a requested drug screen within three hours of the request. If a second dilute urine specimen is received, the Participant will be required to submit a medical evaluation from an Oklahoma licensed physician or an Oklahoma licensed Advanced Practice Registered Nurse explaining the medical cause for such dilution. The following must be documented in the medical evaluation report: date of the evaluation, length of time the Participant has been under the provider's care, date of onset of the medical condition causing the dilute drug screens, whether the dilution is caused by a physiological condition or is a side effect of medication or treatment regime. If the medical condition is physiological, a medical record associated with the treatment of the condition may be requested by the Program. If the cause of the dilute drug screens is a side effect of medications or treatment regime, the provider will address whether it is possible to manage the condition or treatment regimen to decrease or eliminate occurrences of dilute drug screens. Prescription medications, over-the-counter medication or herbal preparations, if identified to be the cause of dilution, must have been prescribed and reported to the Program in accordance with the Peer Assistance Program Medical Care/Medication Guidelines to be considered a valid medical reason. Over-The-Counter and herbal preparations must be reviewed and approved by the Provider as an appropriate and medically necessary treatment to be accepted as a valid medical reason for future dilute urine specimens. The medical evaluation must be received in the Program Office no later than thirty (30) days after the second dilute urine specimen is

reported. Absent a valid medical explanation for dilute urine specimens, any future dilute specimens will be considered a positive drug screen.

G. If a substituted or adulterated urine specimen is received, it will be considered a positive screen.

H. All drug screen reports will be provided directly from the Laboratory to the Program.

I. Payment for drug screen testing is the responsibility of the Participant. Failure to pay for drug screens will result in the Participant's account with the Laboratory being suspended until the account is paid in full. The Participant is unable to access the notification system during the period of suspension, and therefore is unable to test. A Participant whose account with the Laboratory is suspended is non-compliant with the Program contract or amended contract(s). If the Participant misses a scheduled random drug screen while suspended, the missed drug screen will be considered positive.

J. Specimen collection is observed and compliant with United States Department of Health and Human Services/Substance Abuse and Mental Health Services Administration (USDHHS/SAMHSA) collection criteria. The name of the person observing specimen collection is to be documented on the chain of custody form. It is the Participant's responsibility to assure the specimen collection is observed.

K. All specimens collected will be by a split specimen method.

L. All drug screens are comprehensive.

M. Collection must be done at a collection site identified and approved by the Laboratory. Participant must submit consents for release of information for any collection sites utilized. If the specimen does not meet the USDHHS/SAMHSA criteria at the time of collection it may be considered a positive drug screen.

N. If a positive screen is received, the Participant will be notified by the Program and will cease nursing practice until evaluated by the Committee. The Participant will not be required to cease nursing practice for a positive screen reported as negative as a result of prescribed medication, if the medication has been previously reported on a Medication Report Form.

O. If a safety sensitive issue is reported by the Medical Review Officer, the Participant will be required to cease nursing practice until evaluated by the Committee.

P. If the drug screen shows positive for opiates, the ingestion of poppy seeds will not be accepted as a justification for the positive result. To prevent such an occurrence, it is advised the Participant eliminate poppy seeds from their diet.

Q. If a drug screen shows positive for cannabinoids the use of hemp products will not be a justification for the positive result. Participants are advised to refrain from the use of hemp products, to prevent such an occurrence.

IV. References:

A. Department of Health and Human Services Substance Abuse and Mental Health Services Administration Center for Substance Abuse Prevention, *Collection Site Manual For the Collection of Urine Specimens for Federal Agency Workplace Drug Testing Programs, effective* 10/1/2010. http://workplace.samhsa.gov/fedpgms/files/Collection_Site_Manual_Oct2010.pdf

B. National Council State Boards of Nursing, *Drug Screening as a Regulatory Tool*, 2006

C. Shults, Theodore F. (2005) Medical Review Officer Handbook, 8th ed. (Research Triangle Park, NC: Quadrangle Research, LLC)

V. Regulatory Authority: OAC 485:10-19-3(a)

Remainder of Page Intentionally Left Blank

I. ATTACHMENT 3

Laboratory Approval Criteria for Body Fluid Testing
Investigation Division

I. Purpose: The Oklahoma Board of Nursing, ("OBN") designates a single Laboratory to provide drug testing services to nurses during the disciplinary process. This will establish the criteria to be met by the Laboratory to ensure that laboratory standards and processes are uniform and consistent.

II. Definitions:
- A. "Adulterated urine" is a urine specimen in which the pH is <3 or >11.0.
- B. "Dilute urine" is a urine specimen in which the creatinine is greater than or equal to 2 mg/dl but less than 20 mg/dl and the specific gravity of the sample is greater than 1.0010 but less than 1.0030.
- C. "Laboratory" is the company under contract with the Oklahoma Board of Nursing to provide drug testing services to nurses.
- D. "Observed specimen collection" means the observer maintains visual contact with the collection container throughout the collection process to maintain the integrity and security of the specimen from the donor. The observer must be of the same gender as the specimen donor. If the observer is not the collector, the observer must maintain visual contact with the collection container until the specimen donor hands the collection container to the collector. If the observer is different than the collector, the name of the observer will be documented in the comment section of the Chain of Custody Form.
- E. "Substituted urine" is a urine specimen in which the creatinine is less than 2 mg/dl and the specific gravity is less than or equal to 1.0010 or greater than or equal to 1.0200 and/or the collection site reports attempts by the nurse to provide a body fluid specimen other than his/her own. Ex: someone other than the nurse attempts to provide the specimen or the nurse brings paraphernalia into the collection site for the purpose of providing body fluid other than his/her own.

III. Criteria:
- A. Laboratory performing drug testing must be certified / accredited by United States Department of Health and Human Services (USDHHS). The cutoff levels shall be determined by the Oklahoma Board of Nursing and all testing shall conform to those designated levels.
- B. Confirmation of positive results is done by gas chromatography/mass spectrometry (GC/MS) or an equivalent accepted method of equal or greater accuracy. Confirmation testing must meet United States Department of Health and Human Services/Substance Abuse and Mental Health Services Administration (USDHHS/SAMHSA) requirements. Chain of custody must be documented and maintained throughout the screening process. Confirmation of results will be documented. All confirmed positive results must be reviewed by a Medical Review Officer and reported to the Oklahoma Board of Nursing within five (5) business days.
- C. Laboratory must retain positive specimens for a minimum of one (1) year.
- D. Specimen collection is observed and the name of the person observing the specimen collection is documented on the Chain of Custody (COC) form. All specimen collections must document chain of custody. Collection method must be by split specimen for all collections. Collection site personnel must be properly trained to perform collections using the USDHHS/SAMHSA criteria for collections and all collections must conform to these criteria. Specimens collected must be delivered to the Laboratory within one business day of collection.
- E. The Laboratory will notify the Board staff of all test results by the next business day following completion of the testing.
- F. The initial and confirmation drug screens may include any or all of the drugs and/or their metabolites listed below.

Drug	Initial Drug Test Level	Confirmatory Drug Test Level
Ethyl Alcohol	0.02%	0.02%
Amphetamines[1]	1000 ng/ml	200ng/ml amphetamine 500ng/ml methamphetamine
Barbiturates[2]	200 ng/ml	200 ng/ml
Benzodiazepines[3]	200 ng/ml	200 ng/ml
Buprenorphine	100 ng/ml	100 ng/ml
Butorphanol	100 ng/ml	100 ng/ml
Cannabinoids	20 ng/ml	10 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Dextromethorphan	200 ng/ml	200 ng/ml
Diphenhydramine	200 ng/ml	200 ng/ml

Fentanyl	0.5 ng/ml	0.4 ng/ml
Ketamine	300 ng/ml	100 ng/ml
LSD	0.5 ng/ml	0.5 ng/ml
Meperidine	200 ng/ml	100 ng/ml
Meprobamate	100 ng/ml	100 ng/ml
Methadone	300 ng/ml	100 ng/ml
Nalbuphine	200 ng/ml	200 ng/ml
Naloxone	100 ng/ml	100 ng/ml
Naltrexone	100 ng/ml	100 ng/ml
Opiates [4]	300 ng/ml	300 ng/ml
Pentazocine	200 ng/ml	100 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	100 ng/ml
Tramadol	200 ng/ml	100 ng/ml
Specific Drug(s) of Choice[5]	Level of detection using suitable technology	Level of detection using suitable technology

[1]Amphetamines include methamphetamines, dextroamphetamine, methylenediozyamphetamine (MDA), N-methyl-mehylenedioxyamphetamine, other MDA analogues, phendiametrazine, phentermine, methylphenidate, and any drug which might be considered a stimulant.
[2]Barbiturates include the drugs: Amobarbitol, Butalbitol, Pentobarbital, Phenobarbital and Secobarbital.
[3]Benzodiazepines include the drugs: Alprazolam, chlordiazepoxide, clonazepam, diazepam, flurazepam, halazepam, lorazepam, midazolam, nitrazepam, nordiazepam, oxazepam, prazepam, strazolam, temazepam, and triazolam.
[4]Opiates include the drugs: codeine, heroin, hydrocodone, hydromorphone, morphine, oxycodone and oxymorphone
[5]Specific drug of choice includes the drug(s) the Participant has identified as the substance(s) s/he abuses and/or may include any illegal substances, including but not limited to drugs for which there is not a valid prescription.

G. The drug screen report, in addition to results, will include:
   1. Chain of custody.
   2. List of current medications as provided by the nurse.
   3. List of drugs included in the initial and confirmation testing.
   4. Confirmation method utilized for positive drug screens.
   5. Creatinine level, specific gravity, pH or other assessment data verifying the specimen is consistent with one which is not diluted, substituted or adulterated.
   6. Quantitative level for any positive results.
   7. Identification by the MRO of any safety sensitive issue(s) related to any confirmed drugs.

H. If the confirmation test is positive and the Medical Review Officer verifies a valid reason for the positive result, the report will include the valid reason for the positive result with report showing a negative result.
   1. If the confirmation test is positive for opiates, the ingestion of poppy seeds is not accepted as a justification for the positive result. Nurses have been advised to eliminate poppy seeds from their diets to prevent such an occurrence.
   2. If the confirmation test is positive for cannabinoids, the use of hemp products is not a justification for the positive result. Nurses have been advised to refrain from the use of hemp products.
   3. If the confirmation test is positive for controlled dangerous substances, a prescription older than six (6) months or used for other than prescribed purposes will not be considered justification for the positive result. Example: A controlled dangerous substance written by a dentist will not be accepted as justification for a positive drug screen if taken for knee pain.

I. The Laboratory agrees to provide technical consultation as needed to the Oklahoma Board of Nursing staff. The Laboratory also agrees to provide expert witness testimony to the Oklahoma Board of Nursing on a drug screen report if requested.

J. The Laboratory will provide specimen collection services through a network of Laboratory-identified sites throughout Oklahoma. The Laboratory will also identify collection sites open on weekends and nights, preferably within 50 miles of each nurse's residence to allow for testing. The Laboratory will assist the nurse in identification of out of state collection sites with at least 2 weeks notice by the nurse. The Laboratory will provide an administration representative by phone or e-mail to assist the Board, nurse's employers, and nurses on a 24 hour/7 day per week basis with any for-cause tests, collection issues, similar problems or questions.

K. The Laboratory will provide the Board with a current list of all designated collection sites on a quarterly basis.
L. The Laboratory will charge a standardized testing fee to nurses. If the collection fee is not included in the standardized testing fee, then it must be identified by the Laboratory that the nurse will be responsible for an additional collection fee, which will be charged to the nurse by the collection facility. The Laboratory will set up a payment mechanism with the nurse, which will ensure the release of testing results to the Board.
M. The Laboratory will provide a toll free number and web access for the nurse to access daily to determine if he/she has been randomly selected for drug screening. To access the web or toll free number to determine random selection, each nurse must enter a unique identification code, which will be provided by the Laboratory. Failure of the nurse to complete the call/log-in process daily or failure to test when selected must be reported to the Board within 24 hours.
N. The Laboratory will provide to the Board a secure internet Web site providing the following processes and information:
    1. Data searchable by nurse's name, identification number, Oklahoma Board of Nursing License number, and nurse investigator.
    2. Search results available by nurse and in the aggregate, sorted by nurse investigator, showing:
        a. Participants who failed to call;
        b. Participants who failed to show at the collection site;
        c. Participants providing rejected and/or tampered drug screens;
        d. Participants providing positive drug screen results;
        e. All testing results; and/or
        f. Active Participant lists.
    3. Case management data available on each Participant including, but not limited to, history, compliance requirements and compliance history, employment, consents, medication reports, treatment compliance, and history.
    4. Board must be able to modify (add, delete, or change) the following data:
        a. Testing selection dates;
        b. Drug panels to be utilized; and/or
        c. Demographic data such as Participant's name, license number, nurse investigator.

IV. References:
A. Department of Health and Human Services Substance Abuse and Mental Health Services Administration Center for Substance Abuse Prevention, Collection Site Manual For the Collection of Urine Specimens for Federal Agency Workplace Drug Testing Programs, effective 10/1/2010. http://workplace.samhsa.gov/fedpgms/files/Collection_Site_Manual_Oct2010.pdf
B. National Council State Boards of Nursing, Drug Screening as a Regulatory Tool, 2006
C. Shults, Theodore F. (2005) Medical Review Officer Handbook, 8th ed. (Research Triangle Park, NC: Quadrangle Research, LLC)

V. Regulatory Authority: 59 O.S. § 567.8.A.3.

Remainder of Page Intentionally Left Blank

J. ATTACHMENT 4

Peer Assistance Program
Laboratory Approval Criteria for Body Fluid Testing

I. Purpose: The Peer Assistance Program ("Program"), through the Oklahoma Board of Nursing, designates a single Laboratory to provide drug testing services to the Program Participants ("Participant(s)"). This will establish the criteria to be met by the Laboratory to ensure that laboratory standards and processes are uniform and consistent.

II. Definitions:
- A. "Adulterated urine" is a urine specimen in which the pH is <3 or >11.0.
- B. "Dilute urine" is a urine specimen in which the creatinine is greater than or equal to 2 mg/dl but less than 20 mg/dl and the specific gravity of the sample is greater than 1.0010 but less than 1.0030.
- C. "Laboratory" is the company under contract with the Oklahoma Board of Nursing and the Program to provide drug testing services to Participants.
- D. "Observed specimen collection" means the observer maintains visual contact with the collection container throughout the collection process to maintain the integrity and security of the specimen from the donor. The observer must be of the same gender as the specimen donor. If the observer is not the collector, the observer must maintain visual contact with the collection container until the specimen donor hands the collection container to the collector. If the observer is different than the collector, the name of the observer will be documented in the comment section of the Chain of Custody Form.
- E. "Substituted urine" is a urine specimen in which the creatinine is less than 2 mg/dl and the specific gravity is less than or equal to 1.0010 or greater than or equal to 1.0200 and/or the collection site reports attempts by the Participant to provide a body fluid specimen other than their own, Ex: someone other than the Participant attempts to provide the specimen or the Participant brings paraphernalia into the collection site for the purpose of providing body fluid other than their own.

III. Criteria:
- A. Laboratory performing drug testing must be certified / accredited by United States Department of Health and Human Services (USDHHS). The cutoff levels shall be determined by the Oklahoma Board of Nursing and all testing shall conform to those designated levels.
- B. Confirmation of positive results is done by gas chromatography/mass spectrometry (GC/MS) or an equivalent accepted method of equal or greater accuracy. Confirmation testing must meet USDHHS Substance Abuse and Mental Health Services Administration (SAMHSA) requirements. Chain of custody must be documented and maintained throughout the screening process. Confirmation of results will be documented. All confirmed positive results must be reviewed by a Medical Review Officer and reported to the Program within 5 business days.
- C. Laboratory must retain positive specimens for a minimum of one year.
- D. Specimen collection is observed and the name of the person observing specimen collection is documented on the Chain of Custody (COC) form. All specimen collections must document chain of custody. Collection method must be by split specimen for all collections. Collection site personnel must be properly trained to perform collections using the USDHHS/SAMHSA criteria for collections and all collections must conform to these criteria. Specimens collected must be delivered to the Laboratory within one business day of collection.
- E. The Laboratory will notify the Program of all test results by the next business day following completion of the testing.
- F. The initial and confirmation drug screens may include any or all of the drugs and/or their metabolites listed below.

Drug	Initial Drug Test Level	Confirmatory Drug Test Level
Ethyl Alcohol	0.02%	0.02%
Amphetamines[1]	1000 ng/ml	200ng/ml amphetamine 500ng/ml methamphetamine
Barbiturates[2]	200 ng/ml	200 ng/ml
Benzodiazepines[3]	200 ng/ml	200 ng/ml
Buprenorphine	100 ng/ml	100 ng/ml
Butorphanol	100 ng/ml	100 ng/ml
Cannabinoids	20 ng/ml	10 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Dextromethorphan	200 ng/ml	200 ng/ml
Diphenhydramine	200 ng/ml	200 ng/ml

Fentanyl	0.5 ng/ml	0.4 ng/ml
Ketamine	300 ng/ml	100 ng/ml
LSD	0.5 ng/ml	0.5 ng/ml
Meperidine	200 ng/ml	100 ng/ml
Meprobamate	100 ng/ml	100 ng/ml
Methadone	300 ng/ml	100 ng/ml
Nalbuphine	200 ng/ml	200 ng/ml
Naloxone	100 ng/ml	100 ng/ml
Naltrexone	100 ng/ml	100 ng/ml
Opiates [4]	300 ng/ml	300 ng/ml
Pentazocine	200 ng/ml	100 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	100 ng/ml
Tramadol	200 ng/ml	100 ng/ml
Specific Drug(s) of Choice[5]	Level of detection using suitable technology	Level of detection using suitable technology

[1]Amphetamines include methamphetamines, dextroamphetamine, methylenediozyamphetamine (MDA), N-methyl-mehylenedioxyamphetamine, other MDA analogues, phendiametrazine, phentermine, methylphenidate, and any drug which might be considered a stimulant.
[2]Barbiturates include the drugs: Amobarbitol, Butalbitol, Pentobarbital, Phenobarbital and Secobarbital.
[3]Benzodiazepines include the drugs: Alprazolam, chlordiazepoxide, clonazepam, diazepam, flurazepam, halazepam, lorazepam, midazolam, nitrazepam, nordiazepam, oxazepam, prazepam, strazolam, temazepam, and triazolam.
[4]Opiates include the drugs: codeine, heroin, hydrocodone, hydromorphone, morphine, oxycodone and oxymorphone
[5]Specific drug of choice includes the drug(s) the Participant has identified as the substance(s) s/he abuses and/or may include any illegal substances, including but not limited to drugs for which there is not a valid prescription.

G. The drug screen report, in addition to results, will include:
    1. Chain of custody.
    2. List of current medications as provided by the Participant.
    3. List of drugs included in the initial and confirmation testing.
    4. Confirmation method utilized for positive drug screens.
    5. Creatinine level, specific gravity, pH or other assessment data verifying the specimen is consistent with one which is not diluted, substituted or adulterated.
    6. Quantitative level for any positive results.
    7. Identification by the MRO of any safety sensitive issue(s) related to any confirmed drugs.

H. If the confirmation test is positive and the Medical Review Officer verifies a valid reason for the positive result, the report will include the valid reason for the positive result with report showing a negative result.
    1. If the confirmation test is positive for opiates, the ingestion of poppy seeds is not accepted as a justification for the positive result. Participants have been advised to eliminate poppy seeds from their diets to prevent such an occurrence.
    2. If the confirmation test is positive for cannabinoids, the use of hemp products is not a justification for the positive result. Participants have been advised to refrain from the use of hemp products.

I. The Laboratory agrees to provide technical consultation as needed to the Program and Oklahoma Board of Nursing staff. The Laboratory also agrees to provide expert witness testimony to the Oklahoma Board of Nursing on a drug screen report if requested.

J. The Laboratory will provide specimen collection services through a network of Laboratory-identified sites throughout Oklahoma. The Laboratory will also identify collection sites open on weekends and nights, preferably within 50 miles of each participant's residence to allow for testing. The Laboratory will assist the Participant in identification of out of state collection sites with at least two weeks notice by the Participant. The Laboratory will provide an administration representative by phone or e-mail to assist the Program, Participant employers, and Participants on a 24 hour/7 day per week basis with any for cause tests, collection issues, similar problems or questions.

K. The Laboratory will provide the Program with a current list of all designated collection sites on a quarterly basis.

L. The Laboratory will charge a standardized testing fee to Participants. If the collection fee is not included in the standardized testing fee, then it must be identified by the Laboratory that the Participant will be responsible for an additional collection fee, which will be charged to the Participant by the collection facility. The Laboratory will set up a payment mechanism with the Participant, which will ensure the release of testing results to the Program.

M. The Laboratory will provide a toll free number and web access for the Participant to access daily to determine if he/she has been randomly selected for drug screening. To access the web or toll free number to determine random selection, each Participant must enter a unique identification code, which will be provided by the Laboratory. Failure of the Participant to complete the call/log-in process daily or failure to test when selected must be reported to the Program within 24 hours.

N. The Laboratory will provide to the Program a secure internet Web site providing the following processes and information:
    1. Data searchable by Participant's name, identification number, Oklahoma Board of Nursing License number, Program case number, and case manager.
    2. Search results available by Participant and in the aggregate, sorted by case manager, showing:
        a. Participants who failed to call;
        b. Participants who failed to show at the collection site;
        c. Participants providing rejected and/or tampered drug screens;
        d. Participants providing positive drug screen results;
        e. All testing results; and/or
        f. Active Participant lists.
    3. Case management data available on each Participant including, but not limited to, history, compliance requirements and compliance history, employment, consents, medication reports, treatment compliance, and history.
    4. Program must be able to modify (add, delete, or change) the following data:
        a. Testing selection dates;
        b. Drug panels to be utilized; and/or
        c. Demographic data such as Participant's name, license number, case number and case manager.

IV. References:

A. Department of Health and Human Services Substance Abuse and Mental Health Services Administration Center for Substance Abuse Prevention, Collection Site Manual For the Collection of Urine Specimens for Federal Agency Workplace Drug Testing Programs, effective 10/1/2010. http://workplace.samhsa.gov/fedpgms/files/Collection_Site_Manual_Oct2010.pdf

B. National Council State Boards of Nursing, Drug Screening as a Regulatory Tool, 2006

C. Shults, Theodore F. (2005) Medical Review Officer Handbook, 8th ed. (Research Triangle Park, NC: Quadrangle Research, LLC)

State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

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

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

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
    a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
    b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
    c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
    d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

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	

State of Oklahoma
Office of Management and Enterprise Services
Information Services Division

Responding Bidder Information

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

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

FEI / SSN: _____ VEN ID (if unknown, leave it blank): _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit[1]:**

☐ YES – Permit #: _____

☐ NO - Exempt pursuant to Oklahoma Laws or Rules

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 a certificate of insurance with the bid

☐ NO – attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)[2]

_____ _____
Authorized Signature Date

_____ _____
Printed Name Title

[1] For frequently asked questions concerning Oklahoma Sales Tax Permit, see http://www.tax.ok.gov/faq/faqbussales.html

[2] For frequently asked questions concerning Workers' Compensation Insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation/index.html

State of Oklahoma
Office of Management and Enterprise Services
Information Services Division

Voluntary Product Accessibility Template Instructions

The Voluntary Product Accessibility Template is a tool to assist in making preliminary assessments regarding the availability of electronic and information technology products and services with features that support accessibility.

The VPAT provides a summary view of criteria specific to various types of technologies identified in the Oklahoma Information Technology Accessibility Standards. There are three sections in each table. Section one of the Summary Table describes each section of the Standards. The second section describes the supporting features of the product or refers you to the corresponding detailed table, "e.g., equivalent facilitation." The third section contains any additional remarks and explanations regarding the product.

Oklahoma EITA Procurement Clause:

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

   The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

How to Get Started - Begin with your product's specification or a list of its known features:

1. Determine which subsection(s) of the Oklahoma Information Technology Accessibility Standards (IT Standards) apply to your product. Document the product's ability to meet the standards in the applicable areas, such as software, operating system, and so on.
2. For each standard in the applicable area(s), determine if the product meets or supports the standard.
   - If the product appears to meet or support the standard, then you have the option of providing examples of features that are accessible or of specific accessibility features that exist.
   - If the product appears to not meet the standard, remember that the OK Information Technology Accessibility Standards allow for alternative products provided that they result in substantially equivalent or greater access. The product can meet the standard as long as the feature performs in the same manner as it does for any other user. This is called "functional equivalency."

3. When the VPAT draft is complete, translate the technical language into language that will be understood by a state agency procurement officer. We encourage use of suggested language noted in the section "Suggested Language for Filling out the VPAT".
4. **Suggested Language for filling out the VPAT**
   Suggested language below has been developed for use when filling out a VPAT. All or some of the language may be used. You are encouraged to use consistent language in VPATs throughout the form.

Supporting Features	
Supports	Use this language when you determine the product fully meets the letter and intent of the criteria.
Supports with Exceptions	Use this language when you determine the product does not fully meet the letter and intent of the criteria, but provides some level of access relative to the criteria.
Supports through Equivalent Facilitation	Use this language when you have identified an alternate way to meet the intent of the criteria or when the product does not fully meet the intent of the criteria.
Supports when combined with Compatible AT	Use this language when you determine the product fully meets the letter and intent of the criteria when used in combination with compatible AT. For example, many software programs can provide speech output when combined with a compatible screen reader (commonly used assistive technology for people who are blind).
Does not Support	Use this language when you determine the product does not meet the letter or intent of the criteria.
Not Applicable	Use this language when you determine that the criteria do not apply to the specific product.
Not Applicable - Fundamental Alteration Exception Applies	Use this language when you determine a fundamental alteration of the product would be required to meet the criteria (see the IT Standards for the definition of "fundamental alteration").

Remarks & Explanations (third section on VPAT)

Providing further explanation regarding features and exceptions is especially helpful. Use this section to detail how the product addresses the standard or criteria by:

- Listing accessibility features or features that are accessible;
- Detailing where in the product an exception occurs; and
- Explaining equivalent methods of facilitation (See Section 3.5 of the IT Standards for definition of "equivalent facilitation").