



## Solicitation Cover Page

1. Solicitation #: 3400001562

2. Solicitation Issue Date: 2/1/18

3. Brief Description of Requirement:

The purpose of this solicitation is to support expectant and parenting teens and their families through the Office of Adolescent Health. Through a request for proposals, MCH will award multiple sites in Oklahoma metropolitan statistical areas like Oklahoma City and Tulsa, startup funds and provide training to establish Family Resource Centers targeting expectant and parenting teens and young adults (up to 24 years of age).

Solicitation Notice: Please note that on a RFP, no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date<sup>1</sup>: 2/21/18

Time: 3:00 PM CST/CDT

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

U.S. Postal Delivery Address: 5005 N. Lincoln Ste 300

Oklahoma City, OK 73105

Common Carrier Delivery Address: 5005 N. Lincoln Ste 300

Oklahoma City, OK 73105

Electronic Submission Address: N/A

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

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

7. Contracting Officer:

Name: **Richard Williams**

Phone: **405-522-1040**

Email: **Richard.Williams@omes.ok.gov**

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

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



## Responding Bidder Information

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

1. RE: Solicitation # 3400001562

2. Bidder General Information:

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

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

3. Bidder Contact Information:

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

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

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

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

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

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

4. Oklahoma Sales Tax Permit<sup>1</sup>:

☐ YES – Permit #: \_\_\_\_\_

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

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: \_\_\_\_\_

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

6. Workers' Compensation Insurance Coverage:

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

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

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

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

**7. Disabled Veteran Business Enterprise Act**

☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

☐ NO – Do not meet the criteria as a service-disabled veteran business.

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Authorized Signature

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Date

---

Printed Name

---

Title



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

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

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

Solicitation or Purchase Order #: 3400001562

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

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

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

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## **A. GENERAL PROVISIONS**

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

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

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

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

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

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

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

Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

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

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

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

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

By submitting a response to this solicitation:

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

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

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

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

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

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they

consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

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

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

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

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

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

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

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

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

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

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

to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

### **A.13 Negotiations**

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

### **A.14. Rejection of Bid**

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

### **A.15. Award of Contract**

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

### **A.16. Contract Modification**

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

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

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

#### **A.18. Invoicing and Payment**

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

#### **A.19. Tax Exemption**

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

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

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

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

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for

multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **A.22. Choice of Law**

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

#### **A.23. Choice of Venue**

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

#### **A.24. Termination for Cause**

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

#### **A.25. Termination for Convenience**

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

#### **A.26. Insurance**

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

#### **A.27. Employment Relationship**

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

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

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S.

§1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

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

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

**A.30. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

- B.1.1.** This contract shall begin on Date of Award and terminate on June 30, 2018.
- B.1.2.** This contract does NOT include options to renew. This contract shall not take effect and no services may be provided until the OSDH has in its possession a copy containing original signatures of both parties and a purchase order has been issued. No services shall be provided prior to the effective date.

### **B.2. 90 Day Extension**

The State may extend the term of this contract up to ninety (90) day intervals if mutually agreed upon in writing by both parties.

### **B.3. Definitions (In Addition to A.1.)**

- B.3.1.** ETO - Efforts to Outcome
- B.3.2.** IDC - Indirect Costs
- B.3.3.** IHE - Institution of Higher Education
- B.3.4.** LGTBQ – Lesbian, Gay, Transgender, Bisexual, Questioning
- B.3.5.** MCH – Maternal and Child Health
- B.3.6.** OSDH – Oklahoma State Department of Health
- B.3.7.** PAF - Pregnancy Assistance Fund
- B.3.8.** RFP – Request for Proposal

### **B.4. Terms and Conditions**

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

### **B.5. Mandatory Vendor Registration for Contract Award (In Addition to Section A.15.3)**

- B.5.1.** Acquisitions issued by agencies under the authority of Title 74 require vendors to register with Central Purchasing prior to award. Vendors will not be required to register to submit a bid response but will be required to register prior to being awarded a contract and renew their registration prior to each renewal of an award.
- B.5.2.** Vendors pending contract award to a bid released by the Central Purchasing Division or other Oklahoma state agency MUST register with the state.

**Online Registration:** <https://www.ok.gov/dcs/vendors2/app/index.php>

- B.5.2.1.** Pursuant to 74 O.S. § 85.33.B: o A vendor may register with the Central Purchasing Division to be placed on the Supplier List for bid notification.
- B.5.2.2.** Registration entitles a supplier to receive all bid notices for the commodity classes specified by the vendor in the registration process for a period of one year.
- B.5.2.3.** The Vendor Registration fee is **\$25 for EACH** family code for which the vendor desires registration.
- B.5.2.4.** The following items describe information requested by the vendor registration application. To expedite the application process, vendors are encouraged to have the information readily available prior to beginning the registration application. If your company is not currently transacting business in the State of Oklahoma, you may not have some of the items listed. However, any vendor selected for award of a contract with the state of Oklahoma must meet the requirements prior to the issuance of a purchase order.
- B.5.2.5.** E-mail address - if possible, we encourage all vendors to create a central e-mail address, to which all state bidding e-mail correspondence can be sent. A central e-mail for your organization will assure personnel changes or employee absences do not inhibit your ability to receive timely notifications of State bidding opportunities.
- B.5.2.6.** An Oklahoma Sales Tax Permit Number and its Expiration Date or explanation of the exemption status (FAQs)
- B.5.2.7.** An Oklahoma Secretary of State Filing Number, or explanation of the exemption status ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911)
- B.5.2.8.** A Workers Compensation Insurance Certificate (PDF file) or explanation of the exemption status (FAQs)

**B.5.2.9.** Vendors must complete all 12 steps of the registration application, which require business information about your company, a substitute W-9 form and designation of the commodity codes/classifications your company is interested in. We recommend vendors search UNSPSC Website Code Posting to identify the applicable commodity codes prior to beginning the registration application. However, you will have the option to select and deselect a family, class and commodity during the online registration process before finalizing your application.

**B.5.2.10.** Payment information related to a bank checking account (example), or VISA, MasterCard or American Express credit card. All payments are made through an encrypted secure server and payment information is not stored after a transaction. You will receive confirmation after your registration is validated and approved by the Vendor Registration Officer.

**B.5.3.** Note to Vendors: The State of Oklahoma does NOT provide legal advice regarding exemptions from Sales Tax Permit, Secretary of State, and Workers Compensation Insurance registrations

**B.6. Addendum(s), Unavailability or Redirection of Funding and Cancellation:**

In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, the OSDH may terminate or reduce the contract upon notice in writing to the Supplier by certified mail or by email and send notification of such changes to the Supplier upon making such changes. The OSDH shall be the final authority as to the availability or redirection of funds. The effective date of such contract termination, increase or reduction shall be specified in the notice. All other modifications or addendum to this contract shall be in writing, dated and executed by both the Supplier and the OSDH and must receive final approval by the Office of Management and Enterprise Services (OMES). In the event of a reduction, the Supplier may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. With exception of the above, this contract shall be in force until the expiration date, or until 30 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be by Certified Mail to the business address of record or by email to the designed Contact Person. In the event this contract is canceled by either party, the OSDH shall be responsible for reimbursement for goods or services received or provided prior to cancellation date. In the event this contract is cancelled under this section, Supplier agrees to take all reasonable steps to minimize termination costs. The OSDH agrees to reimburse Supplier for all work performed prior to the date of notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

**B.7. Assignment and Delegation:**

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

**B.8. Audit Requirements:**

- B.8.1.** Suppliers expending federal funds from all funding sources in excess of the threshold established in 2 CFR Part 200.501 shall be required to have a single audit or a program-specific audit conducted in accordance with 2 CFR Part 200, Subpart F. Audit costs may not be charged to any OSDH contracts when no audit has been performed, or has not been prepared in accordance with this requirement.
- B.8.2.** Suppliers that are required to have an audit conducted for compliance with 2 CFR Part 200.501 shall submit to the Federal clearinghouse (FAC) a single copy of the data collection form and the reporting package as required by 2 CFR Part 200.512 within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. If an independent audit is not posted in the required time, or there have been findings, the OSDH will have the option to consider taking action under the Failure To Comply clause of this contract.
- B.8.3.** If the Supplier is a tribal entity, and has chosen to opt out of audit report submission pursuant to 2 CFR §200.512, the Supplier shall submit a copy of the audit report in paper or electronic form to:

**Oklahoma State Department of Health**

**Internal Audit Unit**

**1000 NE 10th St.**

**Oklahoma City, OK 73117-1299**

### **B.9. Charitable Choice Providers:**

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

### **B.10. Contract Monitoring Plan:**

- B.10.1.** This contract will be monitored by the OSDH based on the completion of a Risk Assessment process. Information related to programmatic requirements, the contract specifications, and responses to the Sub-recipient Supplier's Questionnaire (Attachment G.1.) will be utilized to complete a Risk Assessment Tool. The Risk Assessment Tool will be used to determine the level of risk associated with the Contract. A Contract Monitoring Plan and a Contract Administration Plan will be developed to define the activities and level of monitoring and administration that will be required during the contract period. Typical monitoring activities include Supplier site visits, review of contractually required reports, invoice review, invoice validation, and verification of licensure and/or insurance requirements, etc. The level of risk assigned to the contract shall determine the frequency and type of activity within a Contract Monitoring Plan and/or a Contract Administration Plan. The Contract Monitoring and/or Contract Administration Plan may be updated periodically as determined by the OSDH throughout the contract period. Upon development of the Contract Monitoring Plan and Contract Administration Plan, the OSDH will provide a copy of each to the Supplier.
- B.10.2.** All communications related to this contract will be between the Supplier's Contact Person and the OSDH Contract Monitor. The OSDH Contract Monitor for this contract will be given upon award.

### **B.11. Electronic Signatures/Execution in Counterparts:**

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

### **B.12. Equipment and Other Purchases:**

- B.12.1.** It is understood that no items of equipment, property or other capital purchases shall be reimbursed under the provisions of this contract unless specifically allowed in the attached line item budget. Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the Supplier for financial statement purposes, or \$5000, pursuant to 2 CFR Part 200.439. If equipment is allowed to be purchased by the Supplier, each purchase must be pre-approved by the OSDH, the Supplier must have an established inventory system compliant with 2 CFR Part 200.313. To be eligible for reimbursement under this contract, equipment must be utilized exclusively for purposes of this contract, and the Supplier must provide a written inventory report within thirty (30) days of the end of the applicable contract period including the information required by 2 CFR Part 200.313 to the OSDH Contract Monitor. Federal Funding Accountability and Transparency Act of 2006 (FFATA):
- B.12.2.** Suppliers shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 (FFATA) as set forth in 2 CFR Part 170. A DUNS number (Data Universal Numbering System) is a requirement for all contracts of \$25,000 or more. Suppliers may be required to submit additional information to satisfy FFATA compliance.

### **B.13. Event of Default:**

In the event the Supplier fails to meet the terms and conditions of this contract or fails to provide services in accordance with the provisions of the contract, the State of Oklahoma at its sole discretion, may withhold payments claimed by the Supplier or may by written notice of default to the Supplier, cancel this contract. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Supplier shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Office of Management and Enterprise Services, Central Purchasing (OMES/CP). This is in addition to Section A.24.

**B.14. Failure to Comply Statement:**

In addition to Section A.29. The Supplier agrees that should it be in noncompliance, the OSDH may impose additional conditions as provided in 2 CFR §200.207; or, as provided in 2 CFR § 200.338, temporarily hold cash payments pending correction of the deficiency, disallow all or part of the cost of the activity or action not in compliance, suspend or terminate the contract in part or in whole, withhold further awards for the project or program, or take other remedies legally available. Compliance with the requirements shall be the responsibility of the Supplier, without reliance on or direction by the OSDH.

**B.15. Federal Funding Accountability and Transparency Act of 2006 (FFATA):**

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

**B.16. Force Majeure:**

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

**B.17. Hold Harmless**

Proposed Supplier agrees to hold harmless OSDH and its Trustees, officers, servants, employees, agents and consultants, against any claims, demands and liabilities resulting from any act or omission on the part of the Supplier and/or agents, subcontractors, servants, and employees thereof in the performance of this contract.

**B.18. Indirect Costs**

- B.18.1.** Expenses that are not directly related and billed 100% to a particular funding source may be billed using either an indirect cost rate or a cost allocation plan. The Supplier may request reimbursement of IDC not to exceed the total amount approved for IDC in the current approved line item budget. The Supplier shall bill for IDC costs based on their federally approved IDC rate, or the rate approved by the Supplier's cognizant agency.
- B.18.2.** If the Supplier does not have a negotiated IDC rate, the Supplier shall be required to submit a Cost Allocation Plan to OSDH for the reimbursement of any costs not directly allocable to a particular fund source.
- B.18.3.** This line item is to be based on the Supplier's approved federally negotiated IDC rate or the rate approved by the Supplier's cognizant entity responsible for negotiating the Supplier's IDC rate. If the Supplier does not have a negotiated IDC rate, the Supplier shall be required to submit a Cost Allocation Plan along with the required certification as outlined in 2 CFR Part 200.415(b) to OSDH explaining the allocation methods for reimbursement of any costs not directly allocable to a particular fund source

**B.19. Invoicing and Payment (In addition to A.18.)**

- B.19.1.** A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered and include the following items:
  - B.19.1.1.** Name, address and FEI number of the Supplier;
  - B.19.1.2.** Invoice date;
  - B.19.1.3.** Period covered by invoice;
  - B.19.1.4.** Purchase order number
  - B.19.1.5.** Any other data, reports, information or documentation required by other conditions of the contract;
  - B.19.1.6.** Detail of the services provided and be in accordance with the terms and conditions of this agreement.
- B.19.2.** For invoices involving payment for the Supplier's time, the invoice must be signed and contain the following statement: By my signature I attest that this invoice is an accurate and true representation of my time in relation to the services provided to the OSDH.
- B.19.3.** The invoice shall be submitted to:

**OKLAHOMA STATE DEPARTMENT OF HEALTH**  
**Maternal & Child Health Services/Pregnancy Assistance Fund**  
**1000 NE 10TH Street**  
**Oklahoma City, Oklahoma 73117-1299**

- B.19.4.** The OSDH may withhold or delay payment to any Supplier failing to provide required programmatic documentation and/or requested financial documentation.
- B.19.5.** To comply with 2 CFR § 200.415 (Required Certifications), invoices requesting payment must include a certification, signed by an official who is authorized to legally bind the Supplier, which reads as follows:

**B.19.5.1.** "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

**B.19.6.** The Supplier assures that all costs billed will be supported by documentation that will include, but not be limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization (See Section C.4. - Supplier Relationship). The Supplier further assures that all billings will be based on actual costs incurred and paid.

**B.19.7.** If the Supplier is unable to support any part of their claim to the OSDH and it is determined that such inability is attributed to misrepresentation of fact or fraud on the part of the Supplier, the Supplier shall be liable to OSDH for an amount equal to such unsupported part of the claim in addition to all costs, including legal, attributable to the reviewing and discovery of said part of claim. Liability under this paragraph shall be determined within two years of the discovery of such misrepresentation of fact or fraud by the Supplier.

## **B.20. Limited English Proficiency:**

**B.20.1.** Where a significant number or proportion of the population eligible to be served or likely to be directly affected by a federally assisted program needs service or information in a language other than English in order to effectively be informed of or participate in the program, the Supplier shall take reasonable steps, considering the scope of the program and the size and concentration of such population, to provide the information in appropriate languages to such persons.

**B.20.2.** An inability by the Supplier to provide the information in the appropriate language to a significant number or proportion of the population eligible to be served or likely to be directly affected by the program shall result in termination of the contract.

## **B.21. Mandatory Requirements:**

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

## **B.22. Minor Deficiencies or Informalities**

**B.22.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. 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.

**B.22.2.** The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

## **B.23. Notices**

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

## **B.24. Other Certifications:**

The Supplier certifies compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act 1973; the Age Discrimination Act of 1975; the Hatch Act; the Pro Children Act of 1994; Drug Free Workplace Act of 1988; the American with Disabilities Act of 1990; Title IX or the Education Amendments of 1972; 31 U.S.C. Section 1352, Public Law 105-78; Section 503 of Division F, Title V, of the FY12 Consolidated Appropriations Act; 41 U.S.C. 4712 and the National Defense Authorization Act (NDAA) for Fiscal year (FY) 2013; Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708); the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; mandatory standards and policies relating to energy efficiency as outlined in the State of Oklahoma's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201); 2 CFR § 200.112 (Conflict of Interest); 2 CFR § 200.113 (Mandatory Disclosures); 2 CFR § 200.322 (Procurement of Recovered Materials); and, the Single Audit Act of 1984; as applicable.

**B.25. Personnel Activity Reports:**

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

**B.26. Privacy Clause:**

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

**B.27. Procurement Integrity:**

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

**B.28. Promotional or Incentive Items:**

- B.28.1.** Per 2 CFR Part 200.421, costs of promotional items and memorabilia, including models, gifts, and souvenirs are unallowable. Advertising costs for the purpose of program outreach and other specific purposes necessary to meet the requirements of the Federal award are allowable.
- B.28.2.** Incentive items may be used to encourage an individual to participate in a program or survey by performing a specific task for the benefit of the OSDH program and must conform to OSDH Memorandum of Legal Opinion, dated June 1, 2009. The incentive item used for encouragement shall be given to the individual only after the individual has completed the task.

**B.29. Statement of Responsibility and Liability:**

- B.29.1.** The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act (51 O.S. §151 et seq.).
- B.29.2.** The Supplier shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.
- B.29.3.** The Supplier agrees to hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Supplier and/or its agents, servants, and employees in the performance of this contract. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and severable liability.

**B.30. Supplier's Relation to the OSDH:**

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

**B.31. Tobacco Free Policy:**

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

**B.32. Travel and Related Expenses:**

If travel costs and related expenses are a part of the contract, such expenses must be compliant with 2 CFR Part 200.474. The Supplier's request for reimbursement shall be based on the organization's written travel policies. OSDH will monitor the travel-related expenses based on reasonableness (2 CFR Part 200.404) as compared to those rates authorized by the Federal Conus Rates published at the GSA Website located at <http://www.gsa.gov/portal/category/100000>. All out-of-state travel where reimbursement is requested must be pre-approved in writing by the OSDH. In addition, OSDH allowable travel costs must be directly related to the activities of the contract and therefore may require allocation of those costs to all programs benefitted based on an equitable allocation methodology.

### B.33. Waiver of Breach:

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

## C. SOLICITATION SPECIFICATIONS

### C.1. Purpose

The purpose of the U. S. Health and Human Services, Office of Adolescent Health Pregnancy Assistance Fund is to support expectant and parenting teens and their families through the Office of Adolescent Health. Through a request for proposals, MCH will award multiple sites in Oklahoma metropolitan statistical areas like Oklahoma City and Tulsa, startup funds and provide training to establish Family Resource Centers targeting expectant and parenting teens and young adults (up to 24 years of age).

### C.2. Background

The Maternal and Child Health Service with assistance from The Family Support and Prevention Service of the OSDH shall provide funds to organizations (aka Bidders or Suppliers) to develop, improve and/or support their Family Resource Centers that serve expectant and parenting teens and young adults within Oklahoma and Tulsa Counties. Program participants shall include expectant adolescents and/or parents up to 24 years of age.

### C.3. Contract Expense Cap

The OSDH will consider proposals ranging from \$50,000 to \$100,000 to fund the efforts of up to eight (8) Suppliers. All funding must be expended by June 30, 2018. These funds should be considered one (1) time monies. The OSDH may award a contract for less than requested.

### C.4. Federal Award Information:

C.4.1.1.	Award Name:	Oklahoma Pregnancy Assistance Fund
C.4.1.2.	Award Year:	7/1/2017-6/30/2018
C.4.1.3.	CFDA Number:	93.500
C.4.1.4.	CFDA Name:	Pregnancy Assistance Fund
C.4.1.5.	Federal Awarding Agency:	Office of the Assistant Secretary for Health

### C.5. Duties of the Supplier

The Supplier shall:

C.5.1. Accountability/Quality Assurance/Continuous Quality Improvement-Suppliers must comply with:

C.5.1.1. Training:

C.5.1.1.1. Attend mandatory trainings provided by OSDH to include *Family Resource Center* establishment, positive youth development, trauma-informed approach, and ensuring inclusivity/creating safe spaces for youth and online protective factors.

C.5.1.2. Evaluation:

C.5.1.2.1. Supplier will be expected to participate in a data collection process, which may include a protective factors survey or client satisfaction survey. Collect and enter participant data required by PAF and necessary for the implementation of the *Family Resource Center* model in to the ETO Case Management System.

C.5.1.3. Quality Assurance Site Visits:

C.5.1.3.1. Participate in a Communications Plan to promote the Center.

C.5.1.3.2. Participate in sustainability planning and site visits for quality assurance.

C.5.1.3.3. Serve 25-50 expectant and parenting teen and young adult families.

C.5.1.3.4. Cooperate with ParentPro on marketing, communication and outreach activities, including organization listing on website and dissemination of materials. <http://www.parentpro.org/>

C.5.1.4. PAF Financial Requirements:

C.5.1.4.1. Budget and Matchings guidelines listed in budget section (H.1. et .al.) and Appendix C. The Supplier shall provide services on a voluntary basis and at no cost to families.

C.5.1.5. PAF Program Requirements:

- C.5.1.5.1. Establish a *Family Resource Center* targeting expectant and parenting teens and young adult (up to 24 years of age) according to guidelines.
- C.5.1.5.2. Adhere to the national Family Support Network Standards.
- C.5.1.5.3. Must meet concrete supports and provide evidence-based programing in one other domain, in addition to referrals within the other service domains (personal health, child health, self-sufficiency and parenting supports). See Core Services Domains in Appendix B.
- C.5.1.5.4. Focus on safe and stable housing, food support, clothing support, transportation support, child needs (diapers, car seats, and cribs), benefit guidance, health insurance, parenting education and resources, and stress management. In addition, sites will provide resources and or referrals for safe sleep, car seat safety, early childhood education, primary health care and obstetric health care as needed.
- C.5.1.5.5. Complete and implement a plan for direct service delivery and/or linkages and referrals to the five (5) core services domains.
- C.5.1.5.6. Referrals for family planning services are mandatory.
- C.5.1.5.7. Comply with the 24 hour documentation requirements of the ETO database.
- C.5.1.5.8. Provide the number of services proposed in Supplier's RFP submission. Such services will be pro-rated should the contract award amount be less than requested.
- C.5.1.5.9. Attend all required OSDH meetings and trainings, in addition to all required PAF grant trainings.
- C.5.1.5.10. Ensure that services and materials included therein, are medically accurate, age appropriate, culturally and linguistically appropriate, inclusive of all populations including LGBTQ youth, and implemented in a safe and supportive environment. Program materials and services must be approved by OSDH prior to use and/or provision of services.
- C.5.1.5.11. Implement the PAF Program-funded activities in environments that are positive, safe, supportive, and healthy for the whole expectant and parenting population. This includes, but is not limited to, ensuring inclusivity of all populations, including LGBTQ youth, applying Positive Youth Development practices when interacting with youth, and using a trauma-informed approach.

## **C.6. DUTIES OF THE OSDH**

### **C.6.1. PAF Program Financial Requirements**

#### **C.6.1.1. The OSDH shall:**

- C.6.1.1.1. Provide any updates to the PAF financial grant guidance.
- C.6.1.1.2. Review and approve budgets and invoices.
- C.6.1.1.3. Assess the Supplier's financial risk and monitor their contract according to OSDH policy.
- C.6.1.1.4. Complete an OSDH Financial Compliance Screening Tool. This Tool will be utilized by OSDH Procurement and Audit Services (See Appendix G).

### **C.6.2. PAF Program Requirements**

#### **C.6.2.1. The OSDH will:**

- C.6.2.1.1. Provide the Supplier with technical assistance regarding *Family Resource Centers* policy and answer questions concerning the terms and conditions of the contract.
- C.6.2.1.2. Provide technical assistance, resources and expertise in the implementation of the *Family Resource Centers* when deemed necessary or upon request.
- C.6.2.1.3. Provide training in the most efficient and effective manners as possible including face-to-face, online and satellite methods.
- C.6.2.1.4. Provide training on grant requirements, *Family Resource Center* establishment, positive youth development, trauma-Informed approach, and ensuring inclusivity/creating safe spaces for youth.
- C.6.2.1.5. Add the *Family Resource Centers* to the existing *parentPRO* referral system to promote the *Family Resource Centers* to the expectant and parenting teen and young adult population.
- C.6.2.1.6. Conduct programmatic and financial site visits for quality assurance and create sustainability plan.
- C.6.2.1.7. Report performance measures data to the Office of Adolescent Health according to established deadlines.
- C.6.2.1.8. Develop a strategic dissemination and communication plan with input from Suppliers.
- C.6.2.1.9. Develop a sustainability plan with input from Suppliers.

### **C.6.3. PAF Evaluation Requirements**

**C.6.3.1.** The OSDH will provide access and training for the ETO Case Management System to the vendor.

**C.6.3.2.** The OSDH shall conduct a minimum of one Quality Assurance Site Visit for each Supplier. Such site visits may include and are not limited to the review of files of record, supervision logs, personnel files, financial reviews, personal visit observations and meeting with community partners. The final site visit report will be provided to the Supplier within six (6) weeks of the site visit

## **D. EVALUATION**

### **D.1. Proposal Evaluation Process**

**D.1.1.** Proposals will be evaluated on the “best value” determination in accordance with Title 74, §85. The best value criteria for this proposal is listed below and all proposals will be reviewed and awarded based on the following evaluation criteria:

**D.1.1.1.** Section E.10.

**D.1.1.2.** Section H

## **E. INSTRUCTIONS TO BIDDER**

**E.1.** Thoroughly review the entire Request for Proposal (RFP).

**E.2.** Comply with all instructions on this sheet.

**E.3.** Submit a response to this RFP in the form of a “Proposal Package.”

**E.4.** The “Proposal Package” must include:

**E.4.1.** Solicitation Request,

**E.4.2.** All proposal submission requirement responses

**E.4.3.** All required supporting information and documents.

**E.5.** Supplier is to submit two (2) electronic copies of their complete response to include scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a USB drive/flash drive/thumb drive.

**E.6.** Faxed or emailed responses will not be accepted. Original hard copies are not required or preferred. This overrides hard copy submittal requirements of A.2.4. PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4

**E.7.** All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **02/08/18 at 3:00 PM CST/CDT** to the OMES/Central Purchasing Division Buyer via emailed to [Richard.Williams@omes.ok.gov](mailto:Richard.Williams@omes.ok.gov). Questions received after this date may not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, vendors will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the OMES/Central Purchasing Division Buyer listed above. Contacting any other agency personnel may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions

**E.8.** Do not discuss the RFP prior to award with any state employee with the exception of the designated Buyer unless authorized by OMES/Central Purchasing Division Buyer.

**E.9.** Proposals will not be considered if any of the following exists:

**E.9.1.** Proposal was not submitted by the stated deadline.

**E.9.2.** Proposal does not include the entire proposal package.

**E.9.3.** Proposal does not comply with all of the requirements of the proposal process and solicitation.

### **E.10. PACKAGE PROPOSAL INSTRUCTIONS**

The proposal package will include the Supplier’s response to each of the following components:

**E.10.1.** NEED

**E.10.1.1. County(ies) Where Services Will Be Provided**

E.10.1.1.1. Describe the service gaps that exist at the local level related to the core services domains and population served.

E.10.1.1.2. Describe other barriers that exist or are foreseen and how you will overcome those barriers.

**E.10.1.2. Requested Funding Level**

E.10.1.2.1. Proposed number of expectant and parenting teen and young adult families to be served by June 30, 2018.

E.10.1.2.2. Proposed number of referrals and linkages made for the expectant and parenting teen and young adult families by June 30, 2018.

**E.10.2. Expectant and Parenting Population, Settings and Need**

**E.10.2.1.** Describe the population and the community to be served, specifically expectant and parenting population, identify primary service area and demographic data, including tribal governments and citizenry, school districts, colleges, workforce development agencies, etc. Respond with data and cite all sources of information provided.

**E.10.2.2.** Describe the service gaps that exist at the local level related to the core services domains and population served. Describe other barriers that exist or are foreseen and how you will overcome those barriers.

**E.10.3. Experience:**

**E.10.3.1.** Describe the skills, expertise, technical capabilities and overall capacity to provide programs, support, and services that will strengthen families, and to improve wellbeing, self-sufficiency, access to resources, and positive parenting skills for teen parents, and their children using the PAF/OSDH funds.

**E.10.3.2.** Describe how the bidder integrates and practices inclusivity and cultural competency.

**E.10.3.3.** Describe the population the bidder currently serves, including previous and current accomplishments serving the hard-to-reach/at-risk youth and expectant and parenting population.

**E.10.3.4.** Describe, in detail, any personal health, child health, self-sufficiency, concrete supports, and parenting supports services the bidder currently provides to the youth and young adult expectant and parenting population and/or other populations. Refer to Core Services Domains, Appendix A. Describe the experience of the person(s) who will be responsible for the day-to-day management of the project. Provide job descriptions, resumes, copies of credentials/licensure for key staff members as an attachment to the RFP response

**E.10.4. Organizational Capacity**

**E.10.4.1.** Provide organizational background information. The following items are required, but additional, relevant information may also be included:

E.10.4.1.1. Describe the skills, expertise, technical capabilities and overall capacity to become a Family Support Center, to provide programs, support, and services that will strengthen families, and to improve wellbeing, self-sufficiency, access to resources, and positive parenting skills for teen, young adult parents, and their children using the PAF/OSDH funds. Refer to Standards of Quality for Family Strengthening and Support, Appendix A.

E.10.4.1.2. Provide an organizational chart demonstrating lines of supervision and authority as an attachment to the RFP response.

E.10.4.1.3. Describe the mission, capacity, and services/programs provided, including date of establishment.

E.10.4.1.4. Describe how the bidder integrates and practices inclusivity and cultural competency.

E.10.4.1.5. Describe the population currently served, including previous and current accomplishments serving the hard-to-reach/at-risk youth and expectant and parenting population.

E.10.4.1.6. Describe, in detail, any personal health, child health, self-sufficiency, concrete supports, and parenting supports services the bidder currently provides to the youth and young adult expectant and parenting population and/or other populations. Refer to Core Services Domains, Appendix B.

E.10.4.1.7. Describe the experience of the person(s) who will be responsible for the day-to-day management of the project. Provide job descriptions, resumes, copies of credentials/licensure for key staff members as an attachment to the RFP response.

E.10.4.1.8. Describe the ability to meet the objectives outlined in the project timeline and/or state any foreseen conflicts.

E.10.4.1.9. Describe the extent to which staff are representative of the population served.

- E.10.4.1.10. Describe any contractual agreements the bidder currently has in place with any services listed under the core services (personal health, child health, and self-sufficiency, concrete supports, and parenting supports); should be services not directly offered by the Supplier.
- E.10.4.1.11. Describe the existing quality improvement (QI) activities.
- E.10.4.1.12. Describe any unique features or characteristics of the Bidder that make it well suited to provide the work described in this RFP.
- E.10.4.1.13. Describe the written program specific policies and procedures that comply with federal Title X and state regulations.
- E.10.4.1.14. Provide a signed and Financial Capability Certification. (See Appendix I)

#### **E.10.5. Description of Services**

- E.10.5.1.** Describe, in detail, all specific services offered to address the supports and health needs of the identified population. NOTE REQUIREMENT: Bidders must directly provide one or more concrete supports and evidence based services (Appendix E), in addition to providing referrals and linkages within the remaining three service domains (personal health, child health, self-sufficiency and/or parenting support).
  - E.10.5.2.** If PAF funds will be used to expand or enhance existing services describe how in narrative. Address how services will be available, accessible, and coordinated with other agencies; specifically detail a referral system for workforce or educational development, if it is not a direct service of the bidder. Describe how the bidder will assure high quality of these services.
  - E.10.5.3.** Describe the ability to access the priority population, including sub-populations (i.e. LGBTQ, Native American, African America, Hispanic, individuals with disabilities).
  - E.10.5.4.** Describe how cultural and linguistic competent service delivery will be ensured including interpreter services.
  - E.10.5.5.** Develop a detailed work plan which includes goals, SMART objectives, and activities to accomplish each objective, and, for each activity, the person(s) responsible, timeline for completing activities, and measure of success. See Appendix F for Work Plan Template and Appendix K for Glossary of Key Terms & Definitions.
- E.10.6. Experience with the Strengthening Families Protective Factors:**
- E.10.6.1.** Describe the ways in which the bidder incorporates the Strengthening Families Protective Factors (See Appendix D) into daily work – particularly emphasizing the connection to the expectant and parenting youth and young adult population.

## **F. CHECKLIST**

**F.1. Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all-inclusive list and it is the vendor's responsibility to ensure that they submit all required/requested documentation:**

- F.1.1. \_\_\_\_\_ Responding Bidder Information Form
- F.1.2. \_\_\_\_\_ Non-Collusion Certification Form CP-004
- F.1.3. \_\_\_\_\_ All amendments signed (if applicable)
- F.1.4. \_\_\_\_\_ Proof of Liability and Worker's Compensation Insurance
- F.1.5. \_\_\_\_\_ OMES PAYEE/VENDOR Form (Attachment G.3.) (If applicable)
- F.1.6. \_\_\_\_\_ Financial Capability Certification
- F.1.7. \_\_\_\_\_ Oklahoma State Department of Health Proposed Contract Budget Form
- F.1.8. \_\_\_\_\_ Narrative Response w/ Workplan
- F.1.9. \_\_\_\_\_ Subrecipient Supplier's Questionnaire

## **G. OTHER**

### **G.1. Attachments:**

- G.1.1. Appendix A – Standards of Quality for Family Strengthening & Support
- G.1.2. Appendix B – Core Services Domains

- G.1.3.** Appendix C – Matching for Institutes of Higher Education
- G.1.4.** Appendix D - Strengthening Families Five Protective Factors
- G.1.5.** Appendix E - Evidence Based Programs
- G.1.6.** Appendix F – Example Work Plan Template
- G.1.7.** Appendix G - Oklahoma State Department of Health Proposed Contract Budget Form
- G.1.8.** Appendix I – Financial Capability Certification
- G.1.9.** Appendix J - OSDH Financial Compliance Screening Tool
- G.1.10.** Appendix K - Glossary of Key Terms & Definitions
- G.1.11.** Appendix L - SMART Guidelines
- G.1.12.** Appendix M – Sub-recipient Supplier's Questionnaire
- G.1.13.** Appendix N - OMES VENDOR PAYEE FORM
- G.1.14.** Appendix O - Business Associates Agreement

## **H. PRICE AND COST**

### **H.1. Contract Expense Cap**

- H.1.1.** The OSDH will consider proposals ranging from \$50,000 to \$100,000 to fund the efforts of four (4) to eight (8) Suppliers. All funding must be expended by June 30, 2018. The maximum total available for these contracts is \$472,938.00. These funds should be considered one (1) time monies. The OSDH may award a contract for less than requested.
- H.1.2.** Bidders that receive an award will accept or refuse the award in writing within thirty (30) days of receiving notice of award. Acceptance letters must be submitted to the OSDH, Procurement Manager. Revised budget forms and budget justification must accompany acceptance letters, in the event the awarded amount is less than the amount specified in the Supplier's proposal.

### **H.2. Budget Overview**

- H.2.1.** A line item budget and budget justification for SFY18 must be submitted with the RFP response. Failure to submit these documents will cause the Supplier's response to be deemed non-responsive and not evaluated for an award. Please use the provided budget forms (See Appendix G). (The line item budget and budget justification submitted with the RFP response are proposed budgets and adjustments/corrections or additional documentation supporting the budget may be required before or after award.
- H.2.2.** Keep the following in mind while preparing the project budget:
  - H.2.2.1.** Budgets must reflect allowable expenditures for the cost of providing the services detailed in this RFP. Allowable expenditures are defined in 2 CFR Part 200
    - H.2.2.1.1.** [http://www.ecfr.gov/cgi-bin/textidx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/textidx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
  - H.2.2.2.** Once the final budget amount is approved, the total contract amount cannot be increased without justification from the Supplier and approval by OSDH. It is the Supplier's responsibility to monitor the individual line items from month to month in order to prevent overspending in a line item during the contract period.
  - H.2.2.3.** Budget revisions that do not change the total contract amount must be submitted the OSDH and approved in advance and are limited to one per quarter. The final budget revision of the year is due sixty (60) days before the end of the contract period.

### **H.3. Proposed Budget**

- H.3.1.** The budget provides a summary of the costs to be reimbursed for providing the services detailed in this RFP.
- H.3.2.** The following additional information is being provided for preparation of the proposed budget:
  - H.3.2.1.** Line Item Budget Preparation – The submitted proposed budget must cover the period 03/01/18 through 6/30/18.
  - H.3.2.2.** Figures should be rounded to the next whole dollar amount.
  - H.3.2.3.** Proposed budgets must be prepared on the attached OSDH Proposed Contract Budget forms (Appendix G.).

#### **H.4. Budget Justification Guides**

- H.4.1.** The budget justification is a separate document written in a narrative format that details what is proposed for reimbursement for the contract period and how the figures in the proposed budget were determined.
- H.4.2.** The budget form requires the Supplier to provide sufficient detail in each category to justify how funds support programmatic and administrative activities to accomplish the requirements of the RFP.

#### **H.5. Matching Funds**

- H.5.1.** This RFP does not require matching funds, unless the bidder is an IHE who receives funding to provide services is required to provide a match from non-Federal funds in the amount of twenty-five percent (25%) of the amount of funding provided to this institution. The match may be in cash or in-kind (Appendix C) and must comply with 45 CFR §75.306 Cost sharing or matching.
- H.5.2.** Examples of institutional support could include:
  - H.5.2.1.** Donated equipment and space, institutional funded staff time and efforts, or other investments.
- H.5.3.** Bidders with the commitment of institutional support should indicate this is their proposal by outlining specific contributions to the project and providing assurances that their organization is committed to providing these funds and/or resources to the project. Should a concern regarding the match is identified during proposal review, the concern will be addressed before an award will be made.

#### **H.6. Personnel/Salaries**

- H.6.1.** Actual salaries and wages paid to Supplier's own personnel working on a specific OSDH program. Identify individuals by job title and percentage FTE. One FTE is equal to 2,080 hours per year. See 2 CFR § 200.430.
- H.6.2.** Identify all program staff by name and job title including all administrative staff, clerical support staff and data entry staff positions that will be funded through PAF and/or local match. Use the term "vacant" for the name if the position is not currently filled.

#### **H.7. Travel/Training**

- H.7.1.** See 45 CFR § 75.474. All out-of-state travel where reimbursement is requested must be pre-approved in writing by the OSDH. In addition, OSDH allowable travel costs must be directly related to the activities of the contract and therefore may require allocation of those costs to all programs benefitted based on an equitable allocation methodology.
- H.7.2.** Travel/Training expenditures may include:
  - H.7.2.1.** Mileage to and from consultation meetings with referral agencies;
  - H.7.2.2.** Mileage to and from public awareness/public education sessions;
  - H.7.2.3.** Per diem for attending in-state training meetings or conferences; and/or,
  - H.7.2.4.** Overnight lodging expenses for attending in –state training meetings or conferences (including direct payments to hotels/motels/conferences.)
  - H.7.2.5.** Attendance at program approved designated training(s) required to fulfill the requirements of the program (written approval must be received from the OSDH before attendance).

#### **H.8. Supplies**

- H.8.1.** Supplies are materials necessary to conduct the program as direct costs and may include, but are not limited to:
  - H.8.1.1.** Materials used to promote programs in the community such as pamphlets and brochures;
  - H.8.1.2.** Educational materials such as videos, books, curricula;
  - H.8.1.3.** Office supplies such as paper, pens, pencils, files folders;
  - H.8.1.4.** Printing and copying;
  - H.8.1.5.** Postage.
  - H.8.1.6.** Concrete supports specified in Core Services Domain Appendix B can and should be purchased for target population only.

#### **H.9. Contractual**

- H.9.1.** Contractual expenditures include essential consultation or other program services that cannot be provided by the Supplier. Subcontracts and other contractual agreements must be clearly defined in the proposed budget, including the program services to be provided, the minimum qualifications of the sub-contractor. Sub-contracts must identify the unit of measurement, cost per unit of measurement, and maximum dollar amount per subcontract.
- H.9.2.** Contractual expenditures may include:

**H.9.2.1.** Subcontracts with other agencies to provide specific program-related services;

**H.9.2.2.** Subcontracts with program consultants;

**H.9.2.3.** Subcontracts with trainers

**H.10. Administration Costs/IDC**

**H.10.1.** Costs in this category are expenses which are not related to or billed to one hundred percent (100%) of a particular funding source.

**H.10.2.** Indirect cost may be billed using either an indirect cost rate or a cost allocation plan, but not both. Provide a copy of the federally approved IDC rate or the cost allocation plan. A cost allocation plan must show how each amount was determined to allocate costs to the services detailed in this RFP.

**H.10.3.** The allowability, allocability, reasonableness, and necessity of direct and indirect costs that may be charged to HHS/OASH grants must be in accordance with Department regulations and policy requirements outlined at 45 CFR Part 75 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements

**H.11. Other**

**H.11.1.** Other direct costs which do not fall into the Personnel, Travel/Training, Supplies, or Contractual categories. Such costs must be one hundred percent (100%) allocable to the OSDH program. Cost which are not one hundred percent (100%) allocable would be reimbursed under Administrative Costs/IDC pursuant to negotiated IDC rate or cost allocation plan.

## Appendix A

### Standards of Quality for Family Strengthening & Support

Developed by the California Network of Family Strengthening Networks Adopted by the National Family Support Network 5 sections, 17 standards

The Standards of Quality for Family Strengthening & Support	
Family Centeredness	
<i>Standard FC.1.</i> Program encourages families to participate in Program development and implementation.	
<i>Standard FC.2.</i> Program is accessible and welcoming to families.	
<i>Standard FC.3.</i> Program conducts outreach to families and sustains constructive relationships with them.	
<i>Standard FC.4.</i> Program models family centeredness with staff members and in its administrative practices.	
Family Strengthening	
<i>Standard FS.1.</i> Program recognizes and affirms families' strengths and resilience, and is responsive to their concerns and priorities.	
<i>Standard FS.2.</i> Program enhances families' capacity to support the healthy cognitive, social, emotional, and physical development of their family members.	
<i>Standard FS.3.</i> Program recognizes families as significant resources for their own family members and each other.	
Embracing Diversity	
<i>Standard ED.1.</i> Program acknowledges and respects the diversity of families, including their cultural traditions, languages, values, socio-economic status, family structures, sexual orientation, religion, individual abilities, and other aspects.	
<i>Standard ED.2.</i> Program enhances the ability of families and staff to participate in a diverse society and to navigate the dynamics of difference.	
<i>Standard ED.3.</i> Program engages in ongoing learning and adaptation of its practices to address diversity.	
Community Building	
<i>Standard CB.1.</i> Program is involved in, and engages families in, the larger community building process.	
<i>Standard CB.2.</i> Program supports the development of community-based leadership.	

## Appendix A

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*Standard CB.3.* Program builds collaborative relationships with other organizations to strengthen families and communities.

Evaluation
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*Standard E.1.* Program collects and analyzes information related to program participation.

<i>Standard E.2.</i> Program collects and analyzes information related to program quality.
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*Standard E.3.* Program collects and analyzes information related to program outcomes.

<i>Standard E.4.</i> Program demonstrates that it incorporates evaluation as a core component of programming.
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### Core Services Domains

Table 1: Must address concrete supports and provide evidence-based programming in one other domain, in addition to referrals within the other service domains (personal health, child health, self-sufficiency and parenting supports).

<b>Domain 1: Personal Health</b> Supports and access expectant and parenting teens and young adults require to manage their healthcare needs and responsibilities	<b>Domain 2: Child Health</b> Supports and resources expectant and parenting teens and young adults need to take care of the health and well-being of their children	<b>Domain 3: Self-Sufficiency, Education and Employment</b> Supports and resources expectant and parenting teens and young adults need to complete school and move toward attaining a livable wage and becoming self-sufficient adults
<b>Focus Areas</b> <ul style="list-style-type: none"> <li>-Obstetric Care (prenatal, delivery, and postpartum care)</li> <li>-Reproductive health care (family planning, birth control, and STI screening and prevention, etc.)</li> <li>-Breastfeeding skills and resources</li> <li>-Primary health care</li> <li>-Nutritional counseling and services</li> <li>-Mental and behavioral health services (including suicide prevention)</li> <li>-Violence prevention and intervention services (domestic violence, sexual violence, sexual assault, stalking, dating violence)</li> <li>-Substance abuse prevention and counseling (tobacco, alcohol, and drug cessation)</li> <li>-Evidence-based Sexuality Education</li> <li>-Dental hygiene</li> <li>-Health literacy</li> <li>-Social and Emotional Well-being</li> <li>-Self-care (yoga, mindfulness, etc.)</li> </ul>	<b>Focus Areas</b> <ul style="list-style-type: none"> <li>-Well child visits (including immunizations, safe sleep, car seat safety)</li> <li>-Nutritional counseling and services</li> <li>-Early childhood education, Head Start/Child Care</li> <li>-Health literacy</li> <li>-Adoption and foster care services</li> <li>-Child welfare</li> <li>-Dental hygiene</li> </ul>	<b>Focus Areas</b> <ul style="list-style-type: none"> <li>-Mentorship</li> <li>-Academic Supports</li> <li>-School connectedness</li> <li>-Job readiness</li> <li>-Vocational training</li> <li>-Workforce development</li> <li>-Job placement</li> <li>-Life Skills (financial literacy and budgeting, home economics)</li> <li>-Adult literacy</li> <li>-College planning and readiness</li> <li>-Education on rights under the law (Title IX, etc.)</li> </ul>

<p><b>Domain 4: Concrete Supports</b>  Basic necessities that all expectant and parenting teens and young adults need and deserve that have an impact on their ability to take care of themselves and their children</p>	<p><b>Domain 5: Parenting Support</b>  -Supports and resources aimed at increasing the effectiveness of parenting through careful planning, learning, and practice</p>
<p><b>Focus Areas</b></p> <ul style="list-style-type: none"> <li>-Safe and stable housing</li> <li>-Food support</li> <li>-Clothing support</li> <li>-Transportation support</li> <li>-Child needs (Diapers, Formula, Bottles, Car seats, Cribs, etc.)</li> <li>-Child support</li> <li>-Benefits-Supplemental Nutrition Assistance Program (SNAP), Women Infants and Children program (WIC), Temporary Assistance for Needy Families (TANF)</li> <li>-Health Insurance (enrollment and other supports)</li> <li>-Legal Aid</li> <li>-Accompaniment services</li> </ul>	<p><b>Focus Areas</b></p> <ul style="list-style-type: none"> <li>-Parenting education and resources (including co-parenting)</li> <li>-Healthy relationship education, skill building, and resources</li> <li>-Communication skills</li> <li>-Stress management support</li> </ul>

<https://www.hhs.gov/ash/oah/sites/default/files/2017foa-paf.pdf>

## Appendix C –

### Matching for Institutes of Higher Education

1. If grant funding is given directly from the grantee to an Institution of Higher Education (sub-recipient), the IHE must match 25% of the total funding provided to the IHE. This 25% match may be in cash or in-kind.
2. If grant funding is given directly to a high school or community service center, no matching is required even if a part of the served population comprise of college students.
3. All matching funds must be allowable under 45 CFR §75.306 Cost sharing or matching, and reported on the Federal Financial Report (SF 425)

#### **Scenario 1:**

The state gives money to a community service center to specifically serve College X's students. The community service center uses space on the college campus to provide these services and pays part of a college employee's salary to help with the program. College X must comply with the matching requirement in this case.

#### **Scenario 2:**

The state gives money to a community service center to specifically serve College Y's students. The community service center recruits expectant and parenting students on the campus of College Y using grant money but provides services at its location. The community service center does not give any grant money to the college and therefore there is no matching requirement.

#### **Scenario 3:**

The state gives money to a community service center to help College Z build their supports for expectant and parenting students. The community service center collaborates with college staff on capacity building to conduct a needs assessment on campus and provide training on the needs of parenting students. The college staff time and efforts are paid through other college resources and not the PAF grant. In this case there is no matching requirement.

<https://www.hhs.gov/ash/oah/sites/default/files/2017foa-paf.pdf>

### **Strengthening Families Five Protective Factors**

The five Protective Factors are the foundation of the Strengthening Families approach. Extensive evidence supports the common-sense notion that, when these Protective Factors are present and robust in a family, the likelihood of abuse and neglect diminish. Research also shows that these factors help build healthy environments for the optimal development of all children.

**1. Parental Resilience**

No one can eliminate stress from parenting, but building parental resilience can affect how a parent deals with stress. Parental resilience is the ability to constructively cope with and bounce back from all types of challenges. It is about creatively solving problems, building trusting relationships, maintaining a positive attitude, and seeking help when it is needed.

**2. Social Connections**

Friends, family members, neighbors, and other members of a community provide emotional support and concrete assistance to parents. Social connections help parents build networks of support that serve multiple purposes: they can reinforce positive norms around childrearing, provide assistance in times of need, and serve as a resource for parenting information or help solving problems. Because social isolation, often stemming from domestic violence or other issues, is a common risk factor for abuse and neglect, parents who are isolated need support in building positive friendships.

**3. Concrete Support in Times of Need**

Parents need access to the types of concrete supports and services that can minimize the stress of difficult situations, such as a family crisis, a condition such as substance abuse, or stress associated with lack of resources. Building this Protective Factor is about helping to ensure the basic needs of a family, such as food, clothing, and shelter, are met, and well as connecting parents and children to services, especially those that have a stigma associated with them, like domestic violence shelter or substance abuse counseling, in times of crisis.

**4. Knowledge of Parenting and Child Development**

Having accurate information about raising young children and appropriate expectations for their behavior help parents better understand and care for children. It is important that information is available when parents need it and that it is relevant to their life and their child. Parents whose own families used harsh discipline techniques or parents of children with developmental or behavior problems or special needs often require extra information and support.

**5. Social and Emotional Competence of Children**

A child's ability to interact positively with others, to self-regulate, and to effectively communicate his or her emotions has a great impact on the parent-child relationship. Children with challenging behaviors are more likely to be abused, so early identification and work with them helps keep their development on track and keep them safe. Also, children who have experienced or witnessed violence need a safe environment that offers opportunities to develop normally.

### **Strategies to Build Protective Factors**

Most professionals who work with children and families are already doing many things to build Protective Factors. The research behind Strengthening Families identified seven program strategies that programs serving families with young children can use to build Protective Factors in families. People working in early childhood, child welfare, family support, and many other fields can use these strategies with families and children they encounter. The seven Program Strategies are:

**1. Facilitate Friendships and Mutual Support**

Programs offer many opportunities for parents to get to know each other, develop mutual support systems and take leadership. Strategies included sponsoring sports teams; hosting potlucks, classes, camping trips, and field trips; and encouraging participation in community and volunteer opportunities. Outreach to fathers and other family members is important.

**2. Strengthen Parenting**

Programs have many ways for parents to get help on parenting issues when they needed it: a class or a support group, opportunities to meet with teachers, family support workers or other staff, home visits or resources from a lending library. Offering opportunities for parents to observe their children and providing chances to learn about parenting on evenings or weekends support this strategy.

**3. Respond to Family Crises**

When families face illnesses, job loss, housing problems, or other issues, they need extra support to make it through challenging periods. Programs can offer extra support to families when they need it through designated family support workers or other staff who have the time, training, and expertise to connect families to the support they need.

**4. Link Families to Services and Opportunities**

Programs can link parents to job training, education, health care, and other services through their community networks. Specialized staff such as family support workers and mental health consultants help identify families needing extra support and work with staff and parents to address those needs.

**5. Value and Support Parents**

The quality of the relationship between parents and staff influences a program's ability to connect with parents. Support, training, and supervision of staff to help them effectively engage parents is important. A program's positive regard for families should be part of every aspect of its work and reflected by every member of its staff.

**6. Facilitate Children's Social and Emotional Development**

Programs that work directly with children can help them build the capacity to articulate their feelings and get along with others. Parents say their child's ability to express emotions and self-regulate helps them understand their children and changes their behavior towards them. Curricula, such as "Second Step" or "I Can Problem Solve" can be important tools.

**7. Observe and Respond to Early Warning Signs of Abuse and Neglect**

Programs train and support staff to observe children carefully and respond at the first sign that something might be wrong. They use indicators such as frequent absences, missing payments, or other signs of parental stress as opportunities to reach out to families and connect them with supports or services. Special protocols

for child abuse or neglect reporting promote continuity and support for families that are the subject of reports. Ongoing relationships between program staff and staff at child protective services help ensure that children are safe and parents get the services they need.

<https://www.cdc.gov/healthyyouth/protective/index.htm>

Appendix E-

**EVIDENCE-BASED PROGRAMS:**

CDC. The CDC Guide to Strategies to Support Breastfeeding Mothers and Babies. Available at <https://www.cdc.gov/breastfeeding/resources/guide.htm>.

Coalition for Evidence-Based Programs. Social Programs That Work. Available at <http://evidencebasedprograms.org/>.

HHS. Evidence-Based Practices in Domestic Violence Services. Available at <https://www.childwelfare.gov/topics/systemwide/domviolence/casework-practice/evidence-based/>.

HHS. Home Visiting Evidence of Effectiveness (HomVEE). Available at <http://homvee.acf.hhs.gov/>.

HHS. Teen Pregnancy Prevention Evidence Review. Available at <http://tppevidencereview.aspe.hhs.gov/>.

SAMHSA. National Registry of Evidence-based Programs and Practices. Available at: <http://www.samhsa.gov/nrepp>.

U.S. Department of Labor. What Works in Job Training: A Synthesis of the Evidence. Available at <https://www.dol.gov/asp/evaluation/jdt/jdt.pdf>.

**Example Work Plan Template**

Month XX, 20XX-Month XX, 20XX

Grantee Name \_\_\_\_\_ Funds Requested \_\_\_\_\_

<b><i>Goal I:</i></b>		
<b><i>Objective 1:</i></b>		
<b><i>Rationale for Objective 1:</i></b>		
<b>Measures of Accomplishment for Objective 1:</b> a.  b.  c.		
<b><i>Activities in support of Objective 1:</i></b> a.  b.  c.	<b><i>Person/agency responsible for Accomplishing Activities.</i></b> a.  b.  c.	<b><i>Activity Timeline.</i></b> a.  b.  c.

### Example Work Plan Template Cont.

#### Work Plan Instructions

1. **Name:** Name of the grantee organization.
2. **Funds Requested:** Funds requested for project period.
3. **Goal 1:** A broad statement of program purpose which describes the expected long-term effects of a program. Goals should address the program's effect in reducing a health problem and identify the target population to be affected. Although only Goal I is shown as an example in the suggested work plan format, you should include all programmatic goals in your work plan.
4. **Objective 1:** A statement describing the results to be achieved and the manner in which these results will be achieved. Objectives should be **SMART**, that is, **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime-phased.
  - a. **Specific objectives** include who will be targeted and what will be accomplished;
  - b. **Measurable objectives** include how much change is expected specifically enough that achievement of the objective can be measured through counting or through documenting change or completion;
  - c. **achievable objectives** can be realistically accomplished given existing resources and constraints;
  - d. **realistic objectives** address the scope of the problem and reasonable programmatic steps; and
  - e. **time-phased** objectives provide a time line indicating when the objective will be measured or a time by which the objective will be met. Although we only include one-two objectives in the example work plan template, you should list all objectives that support each goal in your work plan.
5. **Rationale for the Objective:** why you think the objective will contribute to accomplishing the goal. The objective should relate to the goal and should link to outcomes on the logic model leading to the desired outcomes. In addition, you may provide context that shows why this objective is necessary given your program's resources or constraints.
6. **Activities** - describe anticipated events that will take place as part of your program in support of the objective. Although we only include a few activities in the example work plan template for each objective, you should list all activities for each objective.
7. **Timeline for Activities** – identify when the activity will be implemented.
8. **Measurement of Accomplishment** – these are the quantifiable criteria that describe how you know if you succeeded in accomplishing an objective. Measures might include target numbers or they might include quantifiable changes or completion of an activity.
9. **Person Responsible** – the person who is most responsible for ensuring that each activity is accomplished

## Appendix G –

# OKLAHOMA STATE DEPARTMENT OF HEALTH

## CONTRACT BUDGET FORM

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

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

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

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

### Summary Budget Request:

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

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

**Narrative/Detail Budget Request:**

[illegible]

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

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

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

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

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

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

## Appendix I

### FINANCIAL CAPABILITY CERTIFICATION

SUPPLIER AGENCY NAME: \_\_\_\_\_

SUPPLIER AGENCY ADDRESS: \_\_\_\_\_

SUPPLIER AGENCY TELEPHONE: \_\_\_\_\_

**I HEREBY AFFIRM THAT PURSUANT TO THE REQUIREMENTS SET FORTH WITHIN THE ATTACHED RFP.**

\_\_\_\_\_  
(Name of Supplier Agency)

is financially capable of performing the duties of the Supplier on a cost reimbursement basis and has sufficient capital to sustain ongoing program services for at least two (2) months in the event of a temporary delay in the reimbursement of contract expenditures.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Financial Contract Compliance Screening Tool

### SUBRECIPIENT CONTRACTS

**Contractor:** \_\_\_\_\_

**Contract Period:** \_\_\_\_\_ **Purchase Order:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **OSDH Reviewer:** \_\_\_\_\_

**Program Name:** \_\_\_\_\_

QUESTION	YES	NO	N/A	INFORMAL ACTION	FORMAL ACTION
1. Does Contractor have a signed copy of their agreement and purchase order with OSDH? <b>Action:</b> View copy.				<b>x</b>	
2. Does Contractor have a copy of the approved budget attached to the agreement? <b>Action:</b> View copy and compare to latest version.				<b>x</b>	
3. Does Contractor have on staff the number and type of employees budgeted per contract? <b>Action:</b> Discuss difference between employees and sub-contractors.					<b>x</b>
4. Does Contractor have a time and effort reporting (or similar) system?					<b>x</b>
5. Does the time and effort reporting system reflect the total time worked by an individual employee?					<b>x</b>
6. Does the time and effort reporting system reflect total time worked on individual programs?					<b>x</b>
7. Are time and effort sheets signed by the employee and their supervisor? <b>Action:</b> Obtain a signed copy and attach to this worksheet.					<b>x</b>
8. Does the Contractor have a policy that requires employees to conform to the current State Travel Reimbursement Act? If no, does the Contractor limit billing to the State Travel Reimbursement Act?				<b>x</b>	

QUESTION	YES	NO	N/A	INFORMAL ACTION	FORMAL ACTION
<b>9.</b> Does the Contractor prepare the OSDH invoices on actual documented expenses incurred and paid? (For example the Contractor should not be invoicing 1/12 <sup>th</sup> of contract each month unless actual expenditures equal or exceed 1/12th.)				<b>X</b>	
<b>10.</b> Does Contractor have an approved Federally negotiated indirect cost rate agreement? (i.e. salary and fringe of the director, bookkeeper, secretary, rent, utilities, etc.) <b>Action:</b> Review copy and compare to latest version.				<b>X</b>	
<b>11.</b> Does the Contractor have a written cost allocation plan? <b>Action:</b> Review copy and compare to latest version.				<b>X</b>	

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**My signature acknowledges that all of the above questions were understood and as an official and authorized representative of the Contractor, I have provided true and correct answers to the best of my knowledge.**

Position	Signature	Date
<b>Chief Financial Officer</b>		
<b>Chief Executive Officer</b>		
<b>OSDH Reviewer</b>		

**OSDH Reviewer:** Please complete this screening tool with the assistance of the Contractor's Chief Executive Officer and/or Chief Financial Officer. Review any "no" responses with the financial officer and refer to the contract for guidance. Document any resolution reached, favorable or unfavorable. If you do not reach favorable resolution, this worksheet should be discussed with your supervisor and the Contract Administrator.

## Appendix K –

### Glossary of Key Terms & Definitions

1. **Adaptation-** Changes made to the program content, program delivery, or other core components of an evidence-based program.
2. **Age Appropriate-** Topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.
3. **Collective Impact** – The commitment of a group of individuals from different sectors to a common agenda for solving a complex problem.
4. **Community Mobilization-** Empowering community members and groups to take action to facilitate change.
5. **Continuous Quality Improvement (CQI)-** A philosophy that encourages programs and their staff to constantly identify problems, implement and monitor corrective action and study its effectiveness with the goal of improving service delivery and participant outcomes.
6. **Core Components-** The parts of the evidence-based program or its implementation that is determined by the developer to be the key ingredients related to achieving the outcomes associated with the program. Core components often focus on program content and program delivery strategies.
7. **Cross-Sectoral Partnerships-** Collaborations with a diverse range of stakeholders across State, local, and Tribal entities.
8. **Culturally and Linguistically Appropriate-** Respectful of and responsive to the cultural and linguistic needs of the population being served.
9. **Evidence-Based Teen Pregnancy Prevention Programs-** Programs identified by HHS as having undergone a rigorous evaluation been shown to be effective at preventing teen pregnancies, sexually transmitted infections, and/or sexual risk behaviors.
10. **Expectant individuals-** Anyone who is expecting a child regardless of biological sex, gender identity, or sexual orientation.
11. **Families-** Includes, but are not limited to children, spouses, partners, and parents.
12. **Fidelity-** The degree to which a program is implemented with adherence to its core components.
13. **Fidelity Monitoring-** Steps taken to ensure that an evidence-based program is implemented with adherence to its core components. Fidelity monitoring often includes collecting data on fidelity and quality of implementation from facilitators through independent observations, reviewing and analyzing data on a regular basis, using data to provide feedback to facilitators and staff, and using the data to make continuous quality improvements to the program and its implementation.
14. **Fit** - refers to how well a program matches, or is appropriate for, the community, organization, stakeholders, and potential participants (i.e., youth).
15. **Health Disparities** - a particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; mental health; cognitive, sensory, or physical disability; sexual

orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion.

16. **Implementation Ready** – When a program has clearly defined curricula and components, necessary staff supports and training, and specified guidelines and tools for monitoring fidelity.
17. **Implementation Study**- Also known as a process evaluation, an implementation study is an assessment of how well a program does what it had set out to accomplish. The focus is on the process by which a program provides services or otherwise accomplishes its mission.
18. **Intimate Partner Violence (IPV)**- Physical, sexual, or psychological harm by a current or former partner or spouse.
19. **Medical Accuracy**- Verified or supported by the weight of research conducted in compliance with accepted scientific methods; and published in peer-reviewed journals, where applicable or comprising information that leading professional organizations and agencies with relevant expertise in the field recognize as accurate, objective, and complete.
20. **Minor Adaptation**- Adaptations that do not significantly change the core components, program delivery, or program content.
21. **Major Adaptation**- Adaptations that significantly change the core components, program delivery, or program content of an EBP. Major adaptations could compromise a program's fidelity and thus might affect the intended outcomes
22. **Multi-generational approach**- An approach in which services are provided to the whole family and not just the children or parents.
23. **Needs and Resource Assessment**- A needs and resource assessment is a systematic way of gathering information that describes, in detail, the needs and resources of the priority population and the community. 136
24. **Positive Youth Development**- An intentional, pro-social approach that engages youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances youths' strengths; and promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and furnishing the support needed to build on their leadership strengths.
25. **Protective Factors**- individual or environmental characteristics, conditions, or behaviors that reduce the effects of stressful life events. These factors also increase an individual's ability to avoid risks or hazards, and promote social and emotional competence to thrive in all aspects of life, now and in the future.
26. **Scale**- Deliberate efforts to increase the impact of service innovations successfully tested in pilot or experimental projects so as to benefit more people.
27. **Sensitive and Inclusive of LGBTQ Youth**- Supporting youth of all sexual orientations and gender identities/expressions.
28. **SMART Objectives**- Objectives that are specific, measurable, attainable, realistic, and time-based.
29. **Strategic Dissemination and Communication**- The targeted distribution and communication of information, knowledge, and results to specific audiences to complement and support the overall project.
30. **Student**- Women and men enrolled in institutions of higher education.

- 31. **Sustainability**- The ability for programs to effectively leverage partnerships and resources to continue programs, services, and/or strategic activities that result in improvements in the health and wellbeing of adolescents.
- 32. **Teens**- Young men and women of high-school age.
- 33. **Trauma-Informed Approach**- The way in which a program, agency, organization, or community thinks about and responds to those who have experienced or may be at risk for experiencing trauma. 137
- 34. **Wraparound Approach**- An approach in which a case worker works with youth and their family to examine all the issues they are facing and connect them with a variety of services.
- 35. **Young Adult**- Men and women aged 18 – 24.

For the purposes of this funding announcement, the term “expectant and parenting population” refers to expectant and parenting teens, women, fathers, and their families. The terms “expectant” and “parenting” include anyone who is expecting and parenting a child regardless of biological sex, gender identity, or sexual orientation. The term “teens” refers to persons of high- school age and “college students” refers to persons enrolled in Institutions of Higher Education. The term “young adults” refers to persons aged 18 – 24. The term “young fathers” refers to expectant and parenting male teens and young adult men. The term “youth” refers to persons between the ages of 10 and 24 years (teens and young adults). Families include, but are not limited to children, spouses, partners, and parents.

## APPENDIX L

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

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

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

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

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

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

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

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

Multi-year programs tend to have more process objectives during the first of award because this is usually the time allotted for planning. Outcome objectives are the preferred objectives after the first year of award. For example, if a program is funded for

five years. Year one would be considered a planning/start-up year and process objectives are appropriate. Years two through five are considered implementation years and outcome objectives are ideal.

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

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

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

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

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

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

## **OKLAHOMA STATE DEPARTMENT OF HEALTH**

### **SUB-RECIPIENT CONTRACTOR'S QUESTIONNAIRE**

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

<b>SECTION A: PURPOSE &amp; INSTRUCTIONS</b>
--

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

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

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

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

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

## SUB-RECIPIENT CONTRACTOR'S QUESTIONNAIRE

### SECTION A: GENERAL INFORMATION

**NAME OF ORGANIZATION:**

---

**"DOING BUSINESS AS" NAME**

---

**ADDRESS:**

---

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

---

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

**ADDRESS:**

---

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*If yes, please list.*

\_\_\_\_\_  
*If no, skip to question 7.*

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

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

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

*If yes, please explain.*

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

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

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

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

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

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

12. Did your organization receive \$25,000.00 or more in annual gross revenues from Federal awards during your preceding fiscal year? YES \_\_\_\_ NO \_\_\_\_

## SECTION B: BUSINESS MANAGEMENT SYSTEMS

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

*Check each area.*

*Attach a copy only if requested.*

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

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

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

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

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

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

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

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

<b>SECTION C: ACCOUNTING SYSTEM &amp; FUNDS MANAGEMENT</b>
--

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

27. Are the following books of account maintained?

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

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

YES \_\_\_\_\_ NO \_\_\_\_\_ NOT SURE \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_ NOT SURE \_\_\_\_\_

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

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

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

A-133 \_\_\_\_\_

Yellowbook Audit in accordance with GAAS \_\_\_\_\_

Other audit, please specify type: \_\_\_\_\_

No audit done in past 2 years \_\_\_\_\_

*Provide copy of last audit.*

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

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

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

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

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

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

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

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

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

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

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

*No other contracts/grants with the state agencies in Oklahoma.* \_\_\_\_\_

Agency	Program	Amount
	<b>Total</b>	

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

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

Source of Revenue	Amount
<b>Total</b>	

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

**COMMENTS/EXPLANATIONS**

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

**Attach numbered sheets as necessary.**

**PREPARED BY (SIGNATURE):**

\_\_\_\_\_

**TITLE AND TYPED NAME:**

\_\_\_\_\_

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

**TELEPHONE/FAX/EMAIL:**

\_\_\_\_\_

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

\_\_\_\_\_

**Signature of CEO**

\_\_\_\_\_

**Date**

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

\_\_\_\_\_

**Signature of CFO**

\_\_\_\_\_

**Date**



## Vendor/Payee Form

**Agency:** OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

**DO NOT use this form for:**

- **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- **State Employees:** Use [OMES FORM Employee Vendor Request](#)
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency MUST first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

**AGENCY SECTION** (To be completed by state agency representative):

State agency should email completed and signed form to [vendor.form@omes.ok.gov](mailto:vendor.form@omes.ok.gov) or fax to 405-522-3663.

**VENDOR/PAYEE SECTION** (To be completed by vendor/payee)

*Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.*

<b>Agency Name</b>		<b>Contact Name</b>	
<b>Phone #</b>	<b>Fax #</b>	<b>Email</b>	
<b>Agency Request To</b> – Please select all applicable request types			
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID _____	
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address # _____	PeopleSoft Location # _____
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____
<input type="checkbox"/> Other	Explain _____		
<b>Vendor 1099 Reportable Status</b>	<b>Attention Paying Agency:</b> Please check the <b>Add</b> box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the <b>Remove</b> box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:		
<input type="checkbox"/> <b>Add:</b>	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 - Other Income
<input type="checkbox"/> <b>Remove:</b>	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney		

**VENDOR/PAYEE SECTION** (To be completed by vendor/payee)

*Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.*

<b>Payee Information:</b> Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.			
<b>Name</b>		<b>Contact Name</b>	
Payee Legal Name for Business, Individual or Government Entity as filed with IRS		<b>Contact Title</b>	
<b>DBA Name</b>		<b>Phone #</b>	
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name		<b>Fax #</b>	
<b>Tax Identification Number (TIN) and Type:</b>		<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)	
<b>Business Address</b> -- Please provide primary business address as filed with the U.S. Internal Revenue Service			
<b>Address</b>		<b>City</b>	
<b>State</b>	<b>Zip+4</b>	<b>Remittance Email</b>	
<b>Optional Addresses</b> – Please select address type as applicable			
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing
	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:
<b>Address</b>		<b>City</b>	
<b>State</b>	<b>Zip+4</b>	<b>Remittance Email</b>	
<b>Financial Registration:</b> Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.			
<b>Name</b>		<b>Title</b>	<b>Email</b>

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

**U.S. Taxpayer Identification Number (TIN)**

Federal Employer Identification Number (FEIN) \_\_\_\_\_ If none, but applied for, date applied \_\_\_\_\_

U.S. Social Security Number (SSN) \_\_\_\_\_ If none, but applied for, date applied \_\_\_\_\_

**Entity Filing Classification:**

☐ Domestic (U.S.) Sole Proprietor or Individual ☐ Domestic (U.S.) Partnership ☐ Domestic (U.S.) Corporation Type: \_\_\_\_\_

☐ Limited Liability Company Type: \_\_\_\_\_

LLC Disregarded Entity: ☐ YES ☐ NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

☐ Domestic (U.S.) Other Explain: \_\_\_\_\_

☐ Foreign (Non-U.S.) Sole Proprietor or Individual\* ☐ Foreign (Non-U.S.) Partnership\* ☐ Foreign (Non-U.S.) Type: \_\_\_\_\_

☐ Foreign (Non-U.S.) Other\* Explain: \_\_\_\_\_

**FOREIGN VENDOR INSTRUCTIONS: \* ADDITIONAL DOCUMENTATION IS REQUIRED.**

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/iw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/iw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

**SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

\_\_\_\_\_  
Signature of Vendor Representative or Individual Payee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of individual signing form for company

\_\_\_\_\_  
Vendor/Payee (Must be the same as Payee Name from page 1)

**Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)**

<input type="checkbox"/> <b>1 - RENTS</b> 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> <b>1- RENTS (continued)</b> 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles  <input type="checkbox"/> <b>2 – ROYALTIES</b> 553170 Royalties	<input type="checkbox"/> <b>3 – OTHER INCOME</b> 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income		
<input type="checkbox"/> <b>6 - MEDICAL &amp; HEALTH CARE PAYMENTS</b> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 515530 Veterinary Services  515700 Offices of Physicians (except Mental Health Specialists)  515710 Offices of Physicians, Mental Health Specialists  515720 Offices of Dentists  515730 Offices of Chiropractors  515740 Offices of Optometrists  515750 Offices of Mental Health Practitioners (except Physicians)  515760 Offices of Physical, Occupational &amp; Speech Therapists, &amp; Audiologists  515770 Offices of Podiatrists  515780 Offices of all other Miscellaneous Health Practitioners  515790 Family Planning Centers  515800 Outpatient Mental Health &amp; Substance Abuse Centers  515810 Other Outpatient Care Centers  515820 Medical and Diagnostic Laboratories </td> <td style="width: 50%; vertical-align: top;"> 515830 Home Health Care Services  515840 Ambulance Services  515850 All other Ambulatory Health Care Services  515860 General Medical &amp; Surgical Hospitals  515870 Psychiatric &amp; Substance Abuse Hospitals  515880 Specialty Hospitals (except Psychiatric &amp; Substance Abuse)  515890 Nursing Care Facilities  515900 Residential Services for People with Developmental Disabilities  515910 Residential Mental Health &amp; Substance Abuse Facilities  515920 Community Care Facilities for the Elderly  515930 Other Residential Care Facilities  537210 Laboratory Services &amp; Supplies  551230 Medical Services to Indigents (from agencies other than DHS)  551240 Hospital Services to Indigents (from agencies other than DHS)  551250 Other Health Services to Indigents (from agencies other than DHS) </td> </tr> </table>			515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)
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<input type="checkbox"/> <b>7 - NON-EMPLOYEE COMPENSATION</b> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 515010 Office of Lawyers  515020 Offices of Notaries  515030 Other Legal Services  515060 Accounting, Tax Preparation, Bookkeeping &amp; Payroll Services  515210 Payments for Contract Mentor Services  515220 Architectural Services  515230 Landscape Architectural Services  515240 Engineering Services  515250 Drafting Services  515260 Building Inspection Services  515270 Geophysical Surveying &amp; Mapping Services  515280 Surveying and Mapping (except geophysical) Services  515290 Testing Laboratories  515300 Interior Design Services  515310 Industrial Design Services  515320 Graphic Design Services  515330 Other Specialized Design Services  515350 Custom Computer Programming Services  515360 Computer Systems Design Services  515370 Computer Facilities Management Services  515380 Other Computer Related Services  515400 Administrative Management &amp; General Management Consulting Services  515410 Human Resources &amp; Executive Search Consulting Services  515420 Marketing Consulting Services  515430 Process, Physical Distribution, &amp; Logistics Consulting Services  515440 Other Management Consulting Services  515450 Environmental Consulting Services  515460 Other Scientific &amp; Technical Consulting Services  515470 Research &amp; Development in the Physical, Engineering, &amp; Life Sciences  515480 Research &amp; Development in the Social Sciences &amp; Humanities  515490 Advertising and Related Services  515500 Marketing Research &amp; Public Opinion Polling  515510 Photographic Services  515520 Translation &amp; Interpretation Services  515540 All other Professional, Scientific and Technical Services  515550 Management of Companies &amp; Enterprises  515560 Office Administrative Services  515570 Employment Placement Services  515580 Business Support Services  515590 Document Preparation Services </td> <td style="width: 50%; vertical-align: top;"> 515600 Telephone Call Centers  515610 Business Service Centers  515620 Collection Agencies  515630 Credit Bureaus  515640 Other Business Support Services  515650 Investigation &amp; Security Services  515660 Educational Services  515940 Individual &amp; Family Services  515950 Community Food, Housing &amp; Emergency &amp; Other Relief Services  515960 Vocational Rehabilitation Services  515970 Child Day Care Services  515980 Arts, Entertainment and Recreation  515990 Other Services (except Public Administration)  517110 Moving Expense – Employee Transfer  531150 Printing and Binding Contract  531160 Advertising  531170 Informational Services  531190 Exhibitions, Shows and Special Events  531220 Burial Charges  531330 Jury and Witness Fees  531500 Moving Expenses – General  533100 Maintenance &amp; Repair – Other Items  533110 Maintenance &amp; Repair of Buildings &amp; Grounds (outside vendors)  533120 Maintenance &amp; Repair – Equipment (outside vendors)  533130 Maintenance &amp; Repair of Telephone Equipment (outside vendors)  533140 Maintenance &amp; Repair of Data Processing Equipment (outside vendors)  533150 Maintenance &amp; Repair of Data Processing Software (outside vendors)  533190 Maintenance &amp; Repair – Employee Uniforms  545110 Purchase of Land Improvements  545210 CIP (Construction in Progress) – Land Improvements  546210 Buildings and Other Structures – Construction and Renovation  546220 Major Maintenance and Repair of Equipment  547110 Highway and Bridge Construction Expense – Contractual  547120 Maintenance and Repairs to Highways and Bridges  547210 Major Maintenance and Renovation – Bridges  552100 Stipends – Other  552120 Teacher Stipends ("Incentive" payments)  552130 Oklahoma Police Corps Stipends  553160 Non-Employee Reportable Court Ordered or Legal Settlements  554190 Voter Registration Services  561140 Pollution Remediation </td> </tr> </table>			515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends ("Incentive" payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation
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<input type="checkbox"/> <b>14 - GROSS PROCEEDS TO AN ATTORNEY</b> 553180 Settlements – Paid To/Thru Attorney				

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Obligations of Covered Entity:**

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

**Term and Termination:**

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

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

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

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

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

#### **MISCELLANEOUS:**

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

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

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

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

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

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

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

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

OKLAHOMA STATE DEPARTMENT OF HEALTH

CONTRACTOR

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

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

Print Name: Robert Morey, MHR

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

Print Title: OSDH Privacy Officer

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

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

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