



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

Solicitation

1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

4. Response Due Date¹:

Time: 3:00 PM CST/CDT

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

Personal or Common Carrier Delivery:

Office of Management and Enterprise Services
Central Purchasing Division
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

U.S. Postal Delivery:

Office of Management and Enterprise Services
Central Purchasing Division
P.O. Box 528803,
Oklahoma City, Oklahoma 73152-8803

6. **Solicitation Type** (check one below):

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

7. **Requesting Agency:**

8. **Contracting Officer:**

Name:

Phone: (405)

Email:

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



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

Responding Bidder Information

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

1. RE: Solicitation # _____

2. Bidder General Information:

FEI / SSN : _____

VEN ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit²:

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: _____

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

6. Workers' Compensation Insurance Coverage:

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

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)³

Authorized Signature

Date

Printed Name

Title

² For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

³ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



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

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

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

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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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B. SPECIAL PROVISIONS

B.1. Accountability/Quality Assurance/Continuous Quality Improvement

B.1.1. Contractors must comply with:

- The Maternal, Infant and Early Childhood Home Visiting (MIECHV) Healthy Families America (HFA) Program Procedures Manual;
- The MIECHV HFA Financial Procedures Manual;
- The MIECHV HFA Program Evaluation Procedures Manual;
- The Parents as Teachers (PAT) Curriculum; and
- The HFA requirements associated with the HFA best practices as well as the HFA affiliation and accreditation process.

B.1.2. In addition, Contractors must cooperate with the Community Action Project of Tulsa as they conduct the Early Development Instrument (EDI) within school districts located in Kay County.

B.1.3. All MIECHV related manuals and their subsequent revised editions will be provided to the Contractors at the beginning of each contract period. Contractors failing to comply with state law, MIECHV Grant requirements, HFA affiliation and accreditation requirements, and PAT User requirements and/or any duties listed in this RFP will be considered out of compliance.

- Training: Included in the MIECVH HFA Program Procedures Manual will be the associated training requirements and the year's training calendar. Every effort will be made to provide training in an efficient and cost-effective manner. When deemed appropriate, trainings will be provided by satellite or online.
- Evaluation: In order to assure that the required quantity and quality of services are being provided, Contractors will gather data from individual clients and utilize the data for program evaluation. It is paramount that data be accurately entered within the required timeframe.
- Site Visits: Contractors must participate in at least one site visit per year conducted by the OSDH Office of Child Abuse Prevention. In addition, Contractors must participate in HFA site visits as prescribed by the HFA affiliation and/or accreditation process.

B.2. Allowable and Unallowable Expenditures

B.2.1. All expenditures must be directly related to the program. (*Attachment A*)

B.3. Assignment and Delegation

B.3.1. The services to be performed under this subrecipient contract shall not be subrogated, in whole or in part, to any other person or entity without the prior written approval of the OSDH. If the Contractor cannot perform the services as identified in this contract, the Contractor will be responsible for subcontracting the services or making alternative arrangements for the provision of the services. The terms of this contract shall be included in any OSDH approved subcontract. The Contractor will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. Approval by OSDH of a subcontract shall not relieve the Contractor of any responsibility for performance under this contract.

B.4. Audit Requirements

B.4.1. The Contractor shall determine which of the following is applicable to their organization:

B.4.1.1. Contractors expending federal funds from all funding sources, in excess of the threshold established in OMB Circular A-133, shall be required to have an independent audit. The independent audit must be conducted in accordance with Government Auditing Standards (GAS) and OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" as required to comply with the Single Audit Act of 1984, Amendments of 1996 (31 U.S.C. 7501 et seq.). Audit costs may not be charged to any OSDH contracts when no audit has been performed or has not been prepared in accordance with this requirement.

B.4.1.2. Contractors expending a total of \$75,000 or more in state funds from all OSDH programs shall have an independent audit of its operations conducted in accordance with Government Auditing Standards (GAS). The audit shall include a Supplementary Schedule of OSDH Awards listing the revenues and expenditures by purchase order number.

B.4.2. The Contractor agrees to provide the OSDH with a copy of the applicable (A-133 or GAS) audit and a copy of the management letter for the fiscal year(s) of this contract or for the period in which the contract is awarded. The Contractor shall provide OSDH a copy of the applicable audit within nine months of the Contractor's fiscal

year end. The audit should be mailed to: The Oklahoma Department of Health, Procurement Service, 1000 NE 10th Street, Suite 309, Oklahoma City, OK 73117.

B.5. Authority

- B.5.1.** On March 23rd, 2010, the President signed into law the Patient Protection and Affordable Care Act of 2010. The Act authorized the Health Resources and Service Administration (HRSA) and the Administration for Children and Families (ACF) to jointly administer the MIECHV Grants.
- B.5.2.** In June 2010, Governor Brad Henry designated the Oklahoma State Department of Health (OSDH) to serve as the lead agency for the MIECHV Grants. The OSDH Family Support and Prevention Service (FSPS) submitted proposals designed to build upon Oklahoma's comprehensive early childhood system by enhancing and expanding the continuum of home visitation services available to pregnant women and families with infants or young children in at-risk communities identified in the statewide needs assessment. Communities that were identified and selected to receive services were Kay, Garfield, Oklahoma, Muskogee, Comanche and Tulsa Counties.
- B.5.3.** Evidence-based home visiting models that were chosen for implementation include: Nurse-Family Partnership (NFP); Healthy Families America (HFA); and Parents as Teachers (PAT). For purposes of the RFP and as required by the MIECHV Grant, the Proposer will implement the PAT model with fidelity in Kay County.
- B.5.4.** Awards for each county, and each model within each county, will be handled through separate RFP solicitation processes.

B.6. Availability of Funds

- B.6.1.** For FFY2012, a total amount of \$125,000.00 is available to implement at least one HFA home visiting program and at least one PAT home visiting program in Kay County. Every effort will be made to award one HFA contract and one PAT contract. PAT contracts will be solicited and awarded through a separate RFP process. The \$125,000.00 available is the total amount to be awarded for both RFP's. However, OSDH reserves the right to award contracts for only one program/model should there be strong rationale to do so. For administrative purposes only, the amount estimated to be available for HFA awards in Kay county is \$62,500.00. However, as stated above, the total amount available for both HFA and PAT is \$125,000.00.
- B.6.2.** The total amount available for the first renewal option for both HFA and PAT home visiting programs will be \$500,000.00 (9/30/2013 – 9/29/2014).
- B.6.3.** Contract awards may equal less than the amount requested in the Proposer's proposal. If the award amount is less than requested, required service goals will be prorated to match the award amount.
- B.6.4.** The OSDH may reduce the contract funding amount if any of the following occur:
 - B.6.4.1.** for failure to expend funds appropriately and at a rate that will make full use of the award;
 - B.6.4.2.** for failure to provide services as set forth in the contract;
 - B.6.4.3.** for failure to maintain required performance levels;
 - B.6.4.4.** for failure to achieve or maintain grant goals; and/or
 - B.6.4.5.** for unavailable funding.
- B.6.5.** Renewal amounts may be more or less than the original award. Renewal shall be contingent upon the needs of the OSDH, the Contractor's performance and available funding.
- B.6.6.** The OSDH will consider proposals for the minimum amount of \$37,500.00 for the first, partial-year contract period and \$150,000 per full contract year or a greater amount as proposed by the Proposer.

B.7. Capability

- B.7.1.** The Proposer will demonstrate program implementation capability to provide HFA home visiting services in Kay County using the following criteria:
 - B.7.1.1.** The ability to provide home visitation services as described in this Request for Proposal (RFP);
 - B.7.1.2.** The ability to provide services to the identified population as outlined in the RFP; and
 - B.7.1.3.** Evidence of working partnerships with others whose cooperation assures the successful implementation of the HFA home visiting services.

B.8. Charitable Choice Providers

- B.8.1.** Providers who are members of the faith community are eligible to compete for contracts with the State of Oklahoma on the same basis as any other provider. Such providers shall not be required to alter their forms of internal governance, their religious character or remove religious art, icons, scripture, or other symbols. Such providers may not, however, discriminate against clients on the basis of their religion, religious beliefs, or clients' refusal to participate in religious practices. Organizations that receive direct financial assistance from 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 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 OSDH and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.

B.9. Contract Monitoring Plan

- B.9.1.** This contract will be monitored by the OSDH based on the completion of a Risk Assessment Process. As a part of the Risk Assessment Process, the Contractor will be required to complete a Contractor's questionnaire. Information related to Programmatic requirements, the contract specifications, and responses to the Contractor's questionnaire, will be utilized to complete the 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 site visits, review of contractually required reports, invoice review, invoice validation, and verification of licensure and/or insurance requirements, etc. The level of risk assigned to the contract shall determine the frequency and type of activity within a Contract Monitoring Plan and/or Contract Administration Plan. The Contract Monitoring and/or Contract Administration Plan may be updated periodically as determined by the OSDH throughout the contract period. Upon development of the Contract Monitoring Plan and Contract Administration Plan, the OSDH will provide a copy of each to the Contractor.
- B.9.2.** All communications related to this contract will be between the Contractor's contact person and the OSDH Contract Monitor. The OSDH Contract Monitor for this contract is:
- B.9.2.1.** Chris Fiesel, Family Support and Prevention Services
 - B.9.2.2.** Office of Child Abuse Prevention
 - B.9.2.3.** 1000 N.E. 10th Street
 - B.9.2.4.** Oklahoma City, OK 73117-1299
 - B.9.2.5.** Phone: (405) 271-7611
 - B.9.2.6.** chrisf@health.ok.gov

B.10. Entire Agreement

- B.10.1.** Proposers, by submitting their response to this RFP, agree to comply with all terms and conditions contained herein. Upon award, the RFP document and the Proposer's response will become the contract. Proposer understands and agrees that any term and/or condition contained within this RFP is, or becomes, applicable to the Proposer's officers and/or employees. Proposer agrees to ensure that its officers and employees (collectively "Proposer") abide by the terms and/or conditions applicable to the Proposer.
- B.10.2.** No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

B.11. Equal Opportunity Employer

- B.11.1.** The Contractor shall be an equal opportunity employer. The contractor shall not discriminate based on race, color, sex, age, disability, national origin, religion, or political opinion or affiliation. The Contract shall comply with all applicable state and federal civil rights laws, including the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, and implementing regulations.

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. 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 \$2,500 or more except for telecommunications and electronic information technology applications which has a threshold of \$500.00.

B.13. Event of Default

- B.13.1.** In the event the Contractor fails to meet the terms and conditions of this contract or fails to provide services in accordance with the provisions of the contract, the OSDH at its sole discretion, may withhold payments claimed by the Contractor or may by written notice of default to the Contractor, cancel this contract. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma Department of Central Services, Central Purchasing Division. This section is an exception to standard cancellation clause of thirty (30) days notice.

B.14. Evidence of Insurability

- B.14.1.** The Contractor shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability as applicable or as required by state or federal law and shall provide evidence of insurability (Certificate of Insurance), from the insurance carrier prior to commencement of any work in connection with the Contract.
- B.14.2.** The Contractor is also required to comply with applicable Federal and State occupational disease statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide OSDH Procurement Service with evidence of such insurance and renewals. Such policy shall require thirty days advance notice of cancellation be provided to OSDH Procurement Service.
- B.14.3.** If the Contractor does not carry Workers Compensation insurance because it considers their business to be that of an independent Contractor as defined by the Workers Compensation Act 85 O.S. § 1 et. seq. and not that of an employee, the Contractor must complete the OSDH Affidavit of Independent Contractor Status. (*Attachment B*)

B.15. Failure to Comply Statement

- B.15.1.** The Contractor shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Contractor agrees that should it be in noncompliance, the contract may be suspended or canceled in part or in whole. Compliance with the requirements shall be the responsibility of the Contractor without reliance on or direction by the OSDH.

B.16. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

- B.16.1.** Contractors shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 (FFATA) as set forth in 2 CFR part 170. A Data Universal Numbering System (DUNS) number is a requirement for all contracts of \$25,000 or more. Contractors may be required to submit additional information to satisfy FFATA compliance. (*Attachment C*)

B.17. Financial Capability

- B.17.1.** The agency or organization shall affirm its financial capability and that it has sufficient capital to sustain ongoing program services for at least two months in the event of a temporary delay in the reimbursement of contract expenditures by signing, notarizing, and submitting the Financial Capability Affidavit. (*Attachment D*)

B.18. Internet Security

- B.18.1.** If the Contractor establishes a connection to the Internet other than through the OSDH network, the Contractor must obtain written approval of the security measures used with that connection from the Service Chief of the OSDH Information Technology Service. The Contractor shall provide all necessary access to the Contractor's site and equipment for OSDH personnel to review the security measures in place to ensure the computing safety of the OSDH and the Contractor.

B.19. Invoicing

- 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 Contractor
 - 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 Contractor's time, the invoice must be signed and contain the following statement:

- B.19.2.1.** 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:

- B.19.3.1.** OKLAHOMA STATE DEPARTMENT OF HEALTH
- B.19.3.2.** Family Support and Prevention
- B.19.3.3.** MIECHV Program
- B.19.3.4.** 1000 NE 10TH Street
- B.19.3.5.** Oklahoma City, Oklahoma 73117-1299
- B.19.3.6.** Attn: Kathie Burnett

- B.19.4.** The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Contractor.
- B.19.5.** The OSDH may withhold or delay payment to any Contractor failing to provide required programmatic documentation and/or requested financial documentation.
- B.19.6.** The Contractor assures that all costs billed will be supported by documentation that will include, but is not limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization. The Contractor further assures that all billings will be based on actual costs incurred and paid.
- B.19.7.** If the Contractor is unable to support any part of their claim to the OSDH and it is determined that such inability is attributed to misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to OSDH for an amount equal to such unsupported part of the claim in addition to all costs, including legal, attributable to the reviewing and discovery of said part of claim. Liability under this paragraph shall be determined within two years of the discovery of such misrepresentation of fact or fraud by the Contractor.

B.20. Light Refreshments

- B.20.1.** Payments for purchase of light food and drink items used as refreshments in connection with meetings or similar type activities held/conducted for and in the interest of the general public shall be considered a valid operating expense to the extent that such purchases serve a public purpose. Service items such as disposable plates, flatware, stirrers, etc. are also reimbursable.
 - B.20.1.1.** "Public purpose" means activities or functions conducted in the interest of the general public at large and the majority of attendees are non-OSDH employees. The "general public" term includes service participants, community partners and business guests of the Contractor.
 - B.20.1.2.** Contractors may not provide light refreshments for activities or meetings only involving their staff.
 - B.20.1.3.** The underlying justification of providing light refreshments is to be in accordance with OSDH, state and federal policies and validated by necessary conference or training activities that complement the agency's functions and its mission. As a health agency, OSDH is enjoined to make it easier for people to make healthy food choices by providing healthy foods at meetings and other events OSDH sponsors. A list of acceptable healthy food items is attached. (*Attachment E*)

B.21. Limited English Proficiency

- B.21.1.** 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 Contractor shall take reasonable steps, considering the scope of the program and the size and concentration of such population, to provide the information in appropriate languages to such persons. An inability by the Contractor to provide the information in the appropriate language to a significant number or proportion of the population eligible to be served or likely to be directly affected by the program shall result in termination of the contract.

B.22. Mandatory Requirements

B.22.1. 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.23. Non-Acceptance of Tobacco Funds

B.23.1. The Contractor certifies that it will not accept funding from, nor have an affiliation, or a contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract with the OSDH.

B.24. Other Certifications

B.24.1. The Contractor certifies compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act 1973, the Age Discrimination Act of 1975, the Hatch Act, the Pro Children Act of 1994, Drug Free Workplace Act of 1988, the American with Disabilities Act of 1990, Title IX or the Education Amendments of 1972, 31 U.S.C. Section 1352, Public Law 105-78, and the Single Audit Act of 1984 as applicable.

B.25. Personnel Activity Reports

B.25.1. The Contractor and any approved subcontractor shall maintain Personnel Activity Reports (PARs) on all employees reimbursed in whole or in part by this contract. PARs must be completed in accordance with the Federal Cost Principles applicable to the contractor's specific entity type, i.e. State and Local Government, Non-Profit, Colleges and Universities, etc. (Contractors may refer to 45 CFR 74 or 92 to determine their applicable Federal Cost Principle.) The above requirements will apply to all Contractors regardless of the type funds being reimbursed by the OSDH.

B.26. Privacy Clause

B.26.1. The Contractor shall, at all times, maintain confidential all information pertaining to any person, patient, or client with whom it has a professional relationship, contact or contract. No information shall be released to any person or party not directly employed by the Contractor without first obtaining such person's, patient's or client's expressed written consent therefore. Confidential information pertaining to any minor shall not be released to any person or party without the express written consent of a custodial parent, court appointed guardian, court authorized foster parent, or authorized self-consenting minor, subject however, to all applicable state and federal statutes, rules and regulations.

B.27. Procurement Integrity

B.27.1. The Contractor certifies they have not entered into this contract with this or any other Oklahoma state agency that would result in a substantial duplication of the services or duplication of the end product rendered by the Contractor or its employees.

B.28. Protecting And Securing Protected Health Information

B.28.1. The Contractor shall enter into a Business Associate Agreement with OSDH in order to keep secure Protected Health Information and comply with the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act. (*Attachment F*)

B.29. Promotional or Incentive Items

B.29.1. Promotional and incentive items as gifts are unallowable. Incentive items may be used to encourage an individual to participate in a program or survey by performing a specific task for the benefit of the OSDH and must conform to The 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. (*Attachment G*)

B.30. Reduction of Contract Funding

- B.30.1.** Once a contract is awarded, the OSDH may reduce the contract funding amount for failure to achieve or maintain the proposed level of services, to expend funds appropriately and at a rate that will make full use of the award, or to provide services as set forth in the Contract.

B.31. Tobacco Free Policy

- B.31.1.** To the extent allowed by Oklahoma law, the Contractor providing services to the public on behalf of OSDH shall follow the OSDH Tobacco-Free Policy in the performance of services for OSDH. (*Attachment H*)

B.32. Travel and Related Expense

- B.32.1.** All travel costs and related expenses will be reimbursed in accordance with the Oklahoma Travel Reimbursement Act, Title 74 O.S. 200,\$500.1 et seq and where applicable, the Oklahoma State Department of Health Travel Policy. (*Attachment I*)
- B.32.2.** If travel costs and related expenses are a part of the contract, the Contractor's request for reimbursement shall not exceed those authorized by the Federal Conus Rates published at the GSA Website located at <http://www.gsa.gov/portal/category/100000>.
- B.32.3.** 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.32.4.** The Contractor must have *prior approval* from OSDH MIECHV in order for out-of-state travel to be reimbursed.
- B.32.5.** Documentation is required for the following items:
- B.32.5.1.** "Designated Hotel" information must include room per night.
 - B.32.5.2.** Receipts for all hotel bills, designated or otherwise, must be for a single room rate and include a zero balance.
 - B.32.5.3.** Airfare receipts must include name of traveler, itinerary and zero balance.
 - B.32.5.4.** Registration Fees for required trainings/conferences are reimbursable with a signed receipt. Prior approval from OSDH MIECHV must be sought when seeking reimbursement for Registration Fees for trainings/conferences that are not required.
 - B.32.5.5.** Receipts are required for parking and ground transportation.

B.33. Waiver of Breach

- B.33.1.** No failure by the OSDH to enforce any provisions hereof after any event of default by the Contractor shall be deemed a waiver of the OSDH's rights with regard to that event, or any subsequent event. A waiver shall not be construed to be a modification of the terms of the contract.

B.34. Statement of Responsibility

- B.34.1.** The Parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, Title 51, O.S., 2001, §§151 et seq. The Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

B.35. Federal Award Information

- B.35.1.** Award Name: Affordable Care Act (ACA) Maternal, Infant and Early Childhood Home Visiting Program
- B.35.2.** Award Year: 9/24/2012 (Date Issued)
- B.35.3.** CFDA Number: 93.505
- B.35.4.** CFDA Name: Maternal, Infant, and Early Childhood Home Visiting Program
- B.35.5.** Federal Awarding Agency: Human Resources and Services Administration (HRSA)

C. SOLICITATION SPECIFICATIONS

C.1. Purpose

- C.1.1. The purpose of this Request for Proposal (RFP) is to solicit bid proposals regarding the implementation of home visitation services using the Healthy Families America model in Kay County in an effort to expand the continuum of home visitation services within the county.

C.2. Contract Period

- C.2.1. This contract shall begin on Date of Award and terminate on September 29, 2013 with the option to renew for two (2) additional one-year periods. Renewal shall be contingent upon the needs of the OSDH, the Contractor's performance and available funding.

C.3. Proposer Qualifications

- C.3.1. The following requirements apply to all responding Proposers:
 - C.3.1.1. Proposer must be an entity providing quality services to families with young children in Kay County.
 - C.3.1.2. Proposer must have the ability to provide home visitation services as described in this RFP.
 - C.3.1.3. Proposer must have the ability to collect and transmit required data to OSDH.
 - C.3.1.4. Proposer must have the ability to achieve Oklahoma's federally required and approved MIECHV Benchmarks. (*Attachment J*)
 - C.3.1.5. Proposer must have the ability to provide services to the identified population as outlined in the RFP in a culturally sensitive and appropriate manner.
 - C.3.1.6. Proposer must have partnerships with others whose cooperation assures the successful implementation of the services as outlined in this RFP.

C.4. Duties of the Contractor

- C.4.1. The Contractor shall comply with the requirements as set forth in the MIECHV HFA Financial Procedures Manual developed for FFY 2012.
- C.4.2. The Contractor shall provide services on a voluntary basis and at no cost to families.
- C.4.3. The Contractor shall participate in financial monitoring processes including requests from OCAP and MIECHV staff and the OSDH Audit Division.
- C.4.4. The Contractor shall comply with the requirements as set forth in the MIECHV HFA Program Procedures Manual developed for FFY 2012.
- C.4.5. The Contractor shall comply with the HFA requirements related to HFA home visitation services as well as the HFA affiliation and accreditation process. In cooperation with the OSDH, HFA affiliation must be completed within six months of Date of Award. HFA accreditation must be achieved no later than September 29, 2014. Costs associated with affiliation and accreditation do not need to be included in the budget. (*Attachment K.1 and Attachment K.2*)
- C.4.6. The Contractor shall comply with the requirements associated with becoming Parents as Teachers users. (*Attachment L*)
- C.4.7. The Contractor shall comply with the requirements associated with utilizing the Ages and Stages (ASQ), Ages and Stages; Social and Emotional training and ASQ Screenings. (*Attachment M*)
- C.4.8. The Contractor shall work towards achieving the HRSA approved Oklahoma MIECHV Benchmarks and understands that achievement of these benchmarks is directly related to the continuation of Oklahoma receiving future MIECHV funding. (*Attachment J*)
- C.4.9. The Contractor shall provide supervision as prescribed by the HFA model.
- C.4.10. The Contractor shall attend all required OSDH MIECHV and HFA meetings and trainings. (*Attachment N*)
- C.4.11. The Contractor shall provide at a *minimum* the number of services proposed in Contractor's RFP submission. Such services will be adjusted should the contract award amount be less than requested.
- C.4.12. The Contractor shall actively work towards the OSDH "flagship issues" of reducing Oklahoma's rate of obesity, tobacco use and increasing indicators associated with children's health.
- C.4.13. The Contractor shall have policies and procedures in place requiring all MIECHV HFA staff undergo a federal background check such as from the Federal Bureau of Investigation. An OSBI background check will not suffice as it does not include criminal histories from other states. The background check must be conducted *no earlier* than July 1, 2012 and be completed prior to the staff serving families. No person having a felony conviction shall work (paid or volunteer) within MIECHV HFA.

- C.4.14.** The Contractor shall prioritize the eligible participants who have low incomes; are beyond the 28th week of their first pregnancy or at any pregnancy stage with their second or subsequent pregnancy; are not yet 21 years of age; have a history of maltreatment or interaction with child welfare; have a history of or issues with substance abuse; have a history of mental illness or currently have an untreated mental illness; have a history of or issues related to domestic violence; are users of tobacco products; have developmental delays, disabilities or low educational achievement; and/or are active military members or returning from military service.
- C.4.15.** The Contractor shall refrain from providing home visitation services to a family already enrolled and engaged in another home visitation service such as Children First, Parents as Teachers, Safe Care, Healthy Start, etc. However, due to the very different nature and purpose of SoonerStart provided by the OSDH and Community Home-Based Services provided by the Oklahoma Department of Human Services, the Contractor may provide home visitation services to families participating in these two home visiting programs.
- C.4.16.** The Contractor shall refer families meeting the Children First enrollment criteria (mother pregnant with first child, not beyond the 29th week of pregnancy with a household income of 185% or below the Federal Poverty Level) to the local county health department for Children First home visitation services. If Children First is not able to serve the family, MIECHV HFA may serve the family if all eligibility criteria for MIECHV HFA are met.
- C.4.17.** The Contractor shall participate in local and statewide efforts to develop an intake system to refer potential home visiting clients to the home visiting service for which they are eligible and that best suit their needs.
- C.4.18.** The Contractor shall inform all MIECHV HFA clients about the services provided by the OSDH Child Guidance Service shortly after they begin MIECHV HFA services and just before they end MIECHV HFA services, if possible. If appropriate, MIECHV HFA clients shall be referred to OSDH Child Guidance Services for center-based services including, but not limited to, behavioral health services, child development screenings, speech and language services, parenting education and/or the *Circle of Parents* Support Groups.
- C.4.19.** The Contractor shall refer MIECHV HFA clients to any necessary and appropriate health, mental health and/or social services. The Contractor will make every effort to assure that the MIECHV HFA clients have connected with the referral source or have declined the referral.
- C.4.20.** The Contractor shall participate in the OSDH Home Visitation Leadership Advisory Coalition as well as any relevant, local coalitions, task forces, advisory groups, etc. including those associated with the Kay County MIECHV *Community Connector*.
- C.4.21.** The Contractor shall establish a local HFA Advisory Group as required by HFA. An existing local group may act in the capacity of an HFA Advisory Group.
- C.4.22.** The Contractor shall establish and maintain relationships with local hospitals that provide obstetric and pediatric care to aid in the recruitment and care of home visiting clients.
- C.4.23.** The Contractor shall incorporate the Strengthening Families Protective Factors as prescribed by the Center for the Study of Social Policy into all services whenever possible. (*Attachment O*)
- C.4.24.** The Contractor shall establish and maintain a working relationship with the local Oklahoma Department of Human Services.
- C.4.25.** The Contractor shall follow the OSDH policy regarding child abuse and neglect reporting as well as state law regarding the reporting of child abuse and neglect and criminal injuries of adults and children. (*Attachment P*)
- C.4.26.** The Contractor shall comply with the requirements as set forth in the MIECHV HFA Evaluation Procedures Manual developed for FFY 2012.
- C.4.27.** The Contractor shall comply with all required Quality Assurance and Continuous Quality Improvement activities including, but not limited to:
 - C.4.27.1.** accurately entering data within one week of the service;
 - C.4.27.2.** provide required reports such as quarterly program performance numerical reports and the bi-annual and annual program performance narrative reports;
 - C.4.27.3.** cooperating with the Community Action Project of Tulsa's efforts regarding the implementation of the Early Development Instrument;
 - C.4.27.4.** maintaining in proper working order all equipment (laptops, notebooks, or tablets) data service, aircards, carrying cases provided by OSDH to aid the Contractor in collecting and transmitting required data;
 - C.4.27.5.** participating in MIECHV HFA evaluation activities, training and meetings designed to improve or enhance MIECHV HFA efforts;
 - C.4.27.6.** participating in site visits conducted or arranged by the National HFA Office, OSDH MIECHV and OCAP staff; and
 - C.4.27.7.** participating in evaluation and/or research projects required by HRSA and/or its affiliates conducting

evaluation related to the MIECHV Grant.

C.5. Duties of the OSDH

- C.5.1.** The OSDH shall provide the MIECHV HFA Financial Procedures Manual within two weeks of the Date of Award. Subsequent revisions will be provided each renewable year on or by September 30th.
- C.5.2.** The OSDH shall review and approve budgets and invoices.
- C.5.3.** The OSDH shall assess the Contractor's financial risk and monitor their contract according to OSDH policy.
- C.5.4.** The OSDH shall annually complete an OSDH Financial Compliance Screening Tool. This Tool will be utilized by OSDH Procurement and Audit Services.
- C.5.5.** The OSDH shall audit at least one month of invoices per State Fiscal Year. Should any issues be noted, OSDH shall assist the Contractor in correcting the issues.
- C.5.6.** The OSDH shall provide the MIECHV HFA Program Procedures Manual two weeks within the Date of Award. Subsequent revisions will be provided each renewable year on or by September 30th.
- C.5.7.** The OSDH shall provide HFA model specific training and HFA Manuals.
- C.5.8.** The OSDH shall provide, when possible, the PAT Users Training and the relevant manuals.
- C.5.9.** The OSDH shall provide ASQ, ASQ – SE Training and related manuals.
- C.5.10.** The OSDH shall provide technical assistance for the HFA Affiliation and Accreditation Process.
- C.5.11.** The OSDH shall provide an annual training calendar including all required trainings on or before July 1st of each year.
- C.5.12.** The OSDH shall provide or arrange for specific required training in program areas including core services and supplemental training.
- C.5.13.** The OSDH shall provide trainings in the most efficient and effective manner possible including face-to-face, online and satellite methods.
- C.5.14.** The OSDH shall provide scholarships to additional relevant trainings for MIECHV HFA Contract staff when possible. Examples include annual conferences, trainings, institutes or in-services related to child abuse prevention, family relations, early childhood, etc.
- C.5.15.** The OSDH shall provide technical assistance, resources and expertise in the implementation of HFA when deemed necessary or upon request.
- C.5.16.** The OSDH shall provide routine meetings in order to address programmatic and financial issues as well as provide opportunities to learn from one another. When possible and appropriate, such opportunities shall be held in conjunction with other home visitors from other programs/models.
- C.5.17.** The OSDH shall notify Contractors about meetings being held by the Interagency Child Abuse Prevention Task Force, the Home Visitation Leadership Advisory Coalition and the Child Abuse Prevention Action Committee. When possible, OSDH shall arrange for individuals to join the meetings by phone or satellite.
- C.5.18.** The OSDH shall provide the MIECHV HFA Program Evaluation Procedures Manual within two weeks of the contract award date. Subsequent revisions will be provided each renewable year on or by September 30th.
- C.5.19.** The OSDH shall review Quarterly Program Performance Numerical Reports and the bi-annual and annual Program Performance Narrative Reports.
- C.5.20.** The OSDH shall assist Contractors when establishing View Only access to the Oklahoma State Immunization Information System (OSIIS) Database.
- C.5.21.** The OSDH shall develop and maintain a web-based database for the collection of MIECHV HFA data.
- C.5.22.** The OSDH shall provide all required MIECHV data to HRSA as required.
- C.5.23.** The OSDH shall conduct a minimum of one annual site visit for each Contractor. Such site visits may include and are not limited to the review of family files, supervision logs, personnel files, meeting with community partners, and observing home visits. The final site visit report will be provided to the Contractor within four (4) weeks of the site visit.

D. EVALUATION

D.1. Evaluation Criteria

- D.1.1.** This RFP will be evaluated as best value 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. Budget
- D.1.1.2. Organizational Capacity
- D.1.1.3. Ability to Provide Services
- D.1.1.4. Experience with Strengthening Families Protective Factors
- D.1.1.5. Partnering Agencies
- D.1.1.6. Fidelity/Quality Assurance/Continuous Quality Improvement
- D.1.1.7. Requested Level of Funding and Proposed Level of Service
- D.1.1.8. Staffing Plan
- D.1.1.9. Additional Proposer Qualities

D.2. Negotiations

- D.2.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- D.2.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- D.2.3. Negotiations may be conducted in person, in writing, or by telephone.
- D.2.4. 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.
- D.2.5. Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- D.2.6. 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.

E. INSTRUCTIONS TO SUPPLIER

E.1. To submit a complete Proposal Package, please do the following:

- E.1.1. Thoroughly review the entire Request for Proposal (RFP) prior to attempting to answer any questions.
- E.1.2. Submissions in response to this RFP must be in the form of the "Proposal Package." The Proposal Package must contain the Proposer's response and all required supporting information and documents in typewritten form and in an "8 ½ x 11" loose-leaf format using 12 point font. Do not submit the Proposal Package in binders or other presentation folders.
- E.1.3. The Proposal Package must be in the following order:
 - E.1.3.1. Responding Proposer Information (*DCS Form 076*)
 - E.1.3.2. Proposal Package Narrative (see following section E.2):
 - E.1.3.2.1. Requested Funding Level and Proposed Level of Services
 - E.1.3.2.2. Organizational Capacity
 - E.1.3.2.3. Describe the Proposer's ability to provide evidence-based home visitation services
 - E.1.3.2.4. Describe the Proposer's experience with the Strengthening Families Protective Factors
 - E.1.3.2.5. Partnering Agencies
 - E.1.3.2.6. Staffing Plan
 - E.1.3.2.7. Fidelity/Quality Assurance/Continuous Quality Improvement
 - E.1.3.2.8. Additional Proposer Qualities

- E.1.3.2.9. Budget (form and narrative)
- E.1.3.3. The following attachments:
 - E.1.3.3.1. The Financial Capability Affidavit (*Attachment D*)
 - E.1.3.3.2. The Affidavit of Independent Contractor Status- if applicable (*Attachment B*)
 - E.1.3.3.3. Certification for Competitive Bid and/or Contract (*DCS Form 004*)
 - E.1.3.3.4. The OSDH Business Associate Agreement (*Attachment F*)
 - E.1.3.3.5. The Evidence of Insurability

E.2. The proposal package will include the Supplier's response to each of the following components:

- E.2.1. Requested Funding Level and Proposed Level of Services
 - E.2.1.1. Requested funding per year. See Attachment Q for minimum number of families served and minimum number of home visits to be completed related to award amounts.
- E.2.2. Organizational Capacity
 - E.2.2.1. Provide organizational background information (the following items are required, but additional, relevant information may also be included):
 - E.2.2.1.1. How long has the Proposer been in existence?
 - E.2.2.1.2. What is the Proposer's mission?
 - E.2.2.1.3. How is the Proposer currently funded or supported?
 - E.2.2.1.4. What programs/services does the Proposer provide?
 - E.2.2.1.5. Describe the population currently served by the Proposer.
 - E.2.2.1.6. Describe any unique features or characteristics of the Proposer that make it well suited to provide the work described in this RFP?
 - E.2.2.1.7. Include an organizational chart.
- E.2.3. Ability to Provide Healthy Families America Home Visitation Services:
 - E.2.3.1. Provide the definition for "evidence-based home visitation."
 - E.2.3.2. Describe the need for home visitation services in your identified geographic area.
 - E.2.3.3. How will the Proposer obtain referrals for home visitation services?
 - E.2.3.4. Describe the Proposer's experience with Evidence-Based Home Visiting Models:
 - E.2.3.4.1. What, if any, experience has the Proposer's had with providing home visitation services using the Healthy Families America® Model?
 - E.2.3.4.2. What, if any, experience has the Proposer's had with providing home visitation services using the Parents as Teachers® Curriculum?
 - E.2.3.4.3. What, if any, experience has the Proposer had with providing home visitation services using other Evidence-Based Home Visiting Models?
 - E.2.3.4.4. What, if any, experience has the Proposer had with providing child development screenings using the Ages and Stages Questionnaires including the Social Emotional questionnaire.
- E.2.4. Experience with the Strengthening Families Protective Factors:
 - E.2.4.1. Please describe the ways in which the Proposer incorporates the Protective Factors into daily work – particularly emphasizing home visiting if possible.
- E.2.5. Partnering Agencies
 - E.2.5.1. Describe the Proposer's collaborative partnerships including for each:
 - E.2.5.1.1. Purpose and length of partnership
 - E.2.5.1.2. Any formal agreements
 - E.2.5.1.3. Benefits to home visited clients

E.2.5.2. Suggested Partners include, but are not limited to:

- E.2.5.2.1.** Mental Health Services
- E.2.5.2.2.** Substance Abuse Services
- E.2.5.2.3.** Domestic Violence Services
- E.2.5.2.4.** Smart Start
- E.2.5.2.5.** Head Start
- E.2.5.2.6.** Local Hospitals
- E.2.5.2.7.** Child Care Centers
- E.2.5.2.8.** Local Department of Human Services
- E.2.5.2.9.** Local County Health Department
- E.2.5.2.10.** Turning Point
- E.2.5.2.11.** Schools and Universities
- E.2.5.2.12.** Medical Community
- E.2.5.2.13.** Faith-Based Communities
- E.2.5.2.14.** Business Community

E.2.6. Staffing Plan for HFA (Including, but not limited to, HFA Supervisor, Family Support Worker(s) and Family Assessment Worker and administrative support staff as necessary)

- E.2.6.1.** Job titles
- E.2.6.2.** Position descriptions including percentage of time
- E.2.6.3.** Educational background/degrees required
- E.2.6.4.** Work and/or other experience required
- E.2.6.5.** Other information as applicable

E.2.7. Activities Related to Fidelity/Quality Assurance/Continuous Quality Improvement

- E.2.7.1.** Describe the Proposer's capability to achieve Healthy Families America Affiliation and ultimately Accreditation.
- E.2.7.2.** Describe the Proposer's supervision practices as they would relate to HFA home visitation services.
- E.2.7.3.** Describe the Proposer's practices to maintain model fidelity.
- E.2.7.4.** Describe the Proposer's capacity to provide and maintain computer equipment that collect and transfer by accessing a web-based data system while maintaining confidentiality.

E.2.8. Additional Qualities Relevant to Home Visiting

- E.2.8.1.** Describe any additional Proposer qualities, activities, achievements that are relevant to this RFP. Examples may include transportation for clients to necessary appointments, clothing and infant care pantry, resource library for parents, etc.

E.2.9. Budgets

- E.2.9.1.** Submit a Budget Form for FFY 2012 (July 1, 2013 through September 29, 2013) (Attachment R)
- E.2.9.2.** Submit a Budget Narrative for FFY 2012 to justify the expenses. The following outline should be followed:
 - E.2.9.2.1.** Personnel/Salaries
Identifies all program staff by name if possible and job title including all administrative staff, clerical support staff and data entry staff positions that will be funded through MIECHV. (Use the term "vacant" for the name if the position is not currently filled.)
 - E.2.9.2.2.** Fringe Benefits
Identifies what fringe benefits will be covered for MIECHV personnel and the costs associated with the fringe benefits. Fringe benefits are detailed in the dollar amount per fringe item (i.e. FICA, health insurance, life insurance, etc.). The benefits included in the proposal are reflective of the rates and package available to employees for the current proposed contract year.

E.2.9.2.3. Travel/Training

Identifies costs associated with mileage/airfare reimbursement for the program staff to travel to meetings, home visits, trainings, and conferences, per diem for program staff to attend meetings, trainings, and conferences, lodging for program staff to attend meetings, trainings and conferences, training fees to ensure that all program staff receives required trainings.

E.2.9.2.4. Supplies

Identifies costs associated with program operation supplies, educational supplies, public awareness activities, community outreach activities, equipment and durable goods.

E.2.9.2.5. Contractual

Subcontracts and other contractual agreements are clearly defined. Identifies what program services will be purchased by subcontract with other individuals, agencies and/or organizations. For each proposed subcontracted service, identifies the minimum qualifications of the sub-supplier. For each proposed subcontracted service, identifies the unit of measurement, cost per unit of measurement and maximum dollar amount per subcontract.

E.2.9.2.6. Administrative Costs/Indirect Costs

Identifies administrative costs or an indirect cost rate associated with MIECHV HFA activities and efforts. Maximum administrative or indirect cost rate is 12% unless otherwise negotiated.

E.2.9.2.7. Other

Identifies additional costs associated with MIECHV HFA that do not fall into the above listed categories such as postage, electronic communications, printing, criminal background checks, internet service, facilities, etc.

E.2.10. Submit a Budget Form and Budget Narrative for FFY 2013 (*September 30, 2013 through September 29, 2014*) using the same guidelines detailed immediately above. (*Attachment R*)

F. CHECKLIST

None

G. OTHER

G.1. Questions

G.1.1. All questions regarding this solicitation must be submitted in writing and are to be emailed to no later than Thursday, May 23, 2013. Questions are to be emailed to kathy.hallum@omes.ok.gov. Questions received after this date will not be answered. An Amendment will be posted after this deadline listing all questions received and their answers. **Please Note: because there are several different RFP's for different counties please be sure you reference the RFP number in your email with questions.**

G.2. Submissions/Copies

G.2.1. Contractor is to submit five (5) complete copies of their response on CD which includes the completed proposal, including the scanned images of the OMES signed forms. CD must be an unprotected document. Original hard copies are not required. Due to several RFP's for the same thing but different counties - **Please ensure that your CD's are marked clearly with the RFP Number and the County name.**

H. PRICE AND COST

None



SOLICITATION REQUEST

☐ Request for Quote

☐ Request for Proposal

☐ Request for Bid

Dispatch via Print

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

Vendor: NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Request Quote ID.	Date	Buyer	Page
3400001195	05/01/2013	Kathy Hallum (580)	1
Payment Terms	Date	Time	Quote Open Closing
0 Days	05/11/2013	05:23 PM	06/12/2013 03:00 PM
Requisition Number		Reference: From Req ID - 3400015950	

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

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

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	85101508 / MIECHV Health Families America (HFA) Home Visitation Services	1	EA		

The purpose of this Request for Proposal (RFP) is to solicit bid proposals regarding the implementation of home visitation services using the Healthy Families America model in Kay County in an effort to expand the continuum of home visitation services within the county.

This contract shall begin on Date of Award and terminate on September 29, 2013 with the option to renew for two (2) additional one-year periods. Renewal shall be contingent upon the needs of the OSDH, the Contractor's performance and available funding.

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

This is NOT AN ORDER

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

Authorized Signature

ATTACHMENT A BUDGET INFORMATION

BUDGET DEVELOPMENT

1. All figures must be rounded to the nearest whole number.
2. All expenditures must be direct program costs including state and match amounts.
3. Reimbursement is made in accordance with the approved line item budget and only after the Contractor has received and paid for the goods or services. The requested budget amount may not be the awarded amount.
4. The OSDH will review the Contractor's expenditures throughout the term of the contract and may require a reduction in the contract amount if expenditure patterns demonstrate a funding lapse.
5. It is the Contractor'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.
6. Budget revisions require prior OSDH approval in writing.
7. Invoices must be submitted each month. Claims for reimbursement must be based on actual expenditures during the time period of the claim.
8. If the Contractor is going to seek reimbursement for facility costs related to a building that is owned by the Contractor, the Contractor will be required to submit a list of the facilities that will be depreciated and billed for as well as the depreciation method(s) used. The amount billed to OSDH should only be for OSDH's allocated share. (OMB Circular A-133)
9. The Contractor is allowed to make line item adjustments of not more than 10% of the total contract award over the period of this agreement between existing direct cost line items without seeking prior approval of the OSDH. However, a budget revision request form must be submitted to reflect the adjustments made between line items. All budget revision requests in excess of 10% of the total contract award amount must be approved and are not effective until approved in writing by the OSDH. Requests for budget revisions will not be accepted after July 15th of any given Federal Fiscal Year.

ALLOWABLE EXPENDITURES

All expenditures must be direct program costs including state and match amounts.

Personnel/Salaries

Actual salaries and wages paid to program personnel or actual worth of time donated to program by volunteers.

Fringe Benefits

Actual fringe benefits paid to program personnel.

Travel/Training

All travel expenditures must be in compliance with the Contractor's travel policy, but the OSDH will not reimburse amounts exceeding those allowed in the Oklahoma State Travel Reimbursement Act.

Travel expenditures may include:

- mileage for families transported in an agency owned vehicle;
- mileage to and from home visits;
- mileage to and from consultation meetings with referral agencies;
- mileage to and from advisory group meetings;
- mileage to and from public awareness/public education sessions;
- per diem for attending training meetings or conferences; and/or,
- overnight lodging expenses for attending training meetings or conferences (including direct payments to hotels/motels/conferences).

Training expenditures for pre-service and ongoing training of program personnel include:

- conference registration fees and
- training workshops and seminar fees.

Supplies

Supplies are consumable materials necessary to conduct the program for one year. Suppliers may not stockpile supplies for carryover into the next fiscal year. Supplies may include:

- materials used to promote the programs in the community such as pamphlets and brochures
- educational materials such as dvds, pamphlets, brochures, books, curricula
- routine office supplies such as paper, pens, pencils, file folders.

Contractual

Contractual expenditures include essential consultation or program services that cannot be provided by the Contractor. Subcontracts and other contractual agreements must be clearly defined in the approved program budget including number of hours of service and cost per hour of service. If the subcontract is for \$2,500 or more, a copy of the subcontract should be submitted to OSHD MIECHV for review and approval.

Contractual expenditures may include:

- subcontract with other agencies to provide specific program-related services;
- subcontracts with program consultants;
- subcontracts with trainers; and,
- subcontracts for transportation services.

Time and Effort Sheets must be utilized to verify program-related contractual costs. Time and Effort Sheets must be signed by both the employee and the supervisor.

Administrative Costs/Indirect Costs

The maximum Indirect Costs Rate, unless otherwise negotiated, is 12%.

Other

Other program-related expenditures that include:

- Parents as Teachers Users' costs:
 - The Foundational Training fee is \$695.00 which includes access to the online Foundational Curriculum.
 - The annual renewal fee for using the Foundational Curriculum is \$100.00 per person each year for each Approved User.
- printing of educational materials, flyers, brochures, handouts
- postage
- long-distance telephone costs and/or itemized local phone costs
- mobile phone plan for home visitors
- Federal background checks for the purpose of hiring personnel
- audit costs based on an approved cost allocation plan
- costs of purchasing bus tokens and/or taxi fare to assist program families with transportation to program services, and/or essential community support services
- liability insurance (amount cost allocated portion to MIECHV Program only)
- general depreciation/use allowances
- facilities expenditures - must be clearly identified in the approved program budget. The method of calculation for cost of space must be defined in the approved program budget and be apportioned to the space used by MIECHV staff. Method of calculation for cost of space in the proposed budget is defined. For each identified space required, provide the cost per square foot and the number of square feet. (If facility space will be rented from another agency for meetings, workshops, and/or child care, provide the rental cost per hour or day.)
- All requests for depreciation in lieu of use allowance as an expenditure/match budget item must be approved in advance by the OSDH Audit Division. For information regarding specific documentation requirements, please contact the Audit Division at 405-271-5765.

UNALLOWABLE EXPENDITURES

- Any activity or expense that is not directly related to the program.
- Acquisition costs of real property, as well as construction costs, and/or equipment.
- Entertainment costs for amusement and diversion.
- Advocacy by staff on program time and/or advocacy efforts that involve hiring of lobbyists or travel for the purpose of lobbying.
- Program items deemed as “gifts.” (*See Attachment G*)
- Fundraising expenses incurred solely to raise capital or obtain contributions, including staff time for the purpose of fundraising.
- Professional membership fees.
- Certificate of Good Standing for Incorporated Organization.
- Equipment which costs \$500 or more is not an allowable expenditure.
- Food not classified as light refreshments.
- Advertising expenses for the program, including but not limited to phone book ads or billboards. Advertising is allowed only for hiring personnel.

ATTACHMENT B

OKLAHOMA STATE DEPARTMENT OF HEALTH
AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

State of Oklahoma)

County of _____)

I, _____ state under oath as follows:

1. I, _____ (Name of Individual) operating as _____ (independent contractor's business name), have agreed to provide services to Oklahoma State Department of Health (OSDH).
2. I have read the fact sheet on page two of this affidavit and understand that an independent contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.
3. I understand that based upon the representations in this Affidavit of Independent Contractor Status, I am requesting **OSDH's Policyholder** to classify my business to be that of an independent contractor; that **I am not an employee under the Worker's Compensation Act** and the OSDH policy issued by CompSource Oklahoma; and that no premium be charged for the services performed pursuant to this job/project by my business during the policy year.
4. **I am an independent contractor, not an employee of the OSDH. I do not want worker's compensation insurance and understand that I am not eligible for Workers' Compensation benefits.**
5. I will obtain workers' compensation and employers' liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Workers' Compensation Act.
6. I have read and signed the fact sheet describing what is an Independent Contractor on page two of this affidavit, and the information provided is not the result of force, threats, coercion, compulsion or duress.
7. I understand that any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of any insurance policy containing false, incomplete or misleading information is guilty of a felony.

Independent Contractor Signature

Date _____ Printed Name _____ Title _____

Signature _____ Business Name _____

Notary Public

Signed and sworn to before me on this _____ day of _____, 20____ by _____.

My Commission Expires: _____ My Commission Number: _____

Notary Public

****SUBMIT THE SIGNED AND NOTARIZED FORM TO THE ADDRESS BELOW****

Oklahoma State Department of Health
Procurement Division
1000 NE 10th Street
Oklahoma City, OK 73117

This form is to be signed and notarized at the start of a job/project for this contractor and is good for the job/project of any similar job/project performed for the contractor for one year from the date of notary.

INDEPENDENT CONTRACTOR FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

Below are statements to help you decide if you are an independent contractor. No one statement is controlling, and your status is based on all the facts in your situation. If a statement describes your situation, then check the box. If at least six of the statements below do not describe your business and are unchecked, you should not sign the attached affidavit.

1. The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Are you a corporation or limited liability company? Do you maintain commercial general liability insurance or other business insurance?
2. The contractor exercises very little control over your work. For example: By the agreement, can the contractor exercise control on the details of the work or your independence? Do you exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work hours?
3. You are engaged in a distinct occupation or business for others. For example: Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?
4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor. For example: Is your work supervised by the Contractor?
5. Your occupation requires special skills, license, education or training.
6. The Contractor does not supply the things needed to perform your job such as the tools and the place of work. For example: Do you supply any of the materials or tools for the work? Do you operate a vehicle owned by the Contractor? Was the work performed at your business or the Contractor's business location or jobsite? Do you wear a uniform supplied by the Contractor?
7. The length of the job and how long you have worked for the Contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the Contractor regularly?
8. You are paid as a separate contractor, not as an employee. For example: Do you invoice the Contractor for your services? Are you paid by the job? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor? Does the Contractor pay your expenses?
9. Your work is not the regular business of the employer. For example: Is your work customarily done in the Contractor's line of business or as part of the Contractor's daily work? Have you ever been an employee of the Contractor? Do you work with other people hired by the Contractor on the work you perform?
10. You do not consider yourself an employee of the Contractor. For example: Will the Contractor withhold taxes or monies from your payment? Have you ever been an employee of the Contractor? Have you or your employees ever filed an insurance claim against the Contractor?
11. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

Based upon these factors, do you believe that you are an Independent Contractor?

Write YES or NO

Signature: _____

Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of any insurance policy containing false, incomplete or misleading information is guilty of a felony.

ATTACHMENT C
Federal Funding Accountability and Transparency Act of 2006 (FFATA)

Reporting Requirements

Beginning October 1, 2010, the Office of Management and Budget has imposed new reporting requirements for Federal grantees concerning "Sub-awards". For grants a "sub-award" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the grant was received and that :

- A. The prime recipient (OSDH) awards to an eligible sub –recipient: or
- B. Sub-recipient at one tier awards to a sub-recipient at the next lower tier.

For all Federal grant awards received after October 1, 2010, not including American Recovery and Reinvestment Act of 2009 awards, OSDH will be required to submit the following information for sub-recipients whose awards are \$25,000 or more.

DUNS number: *The 9-digit Data Universal Numbering System number.*

DUNS Number +4: *The four digit extension created by registrants in Central Contractor registration database (CCR)*

Name: *Name of the organization*

DBA Name: *Organization's "doing business as "name.*

Address: *Includes Street, City, State, Country, Zip+4, and Congressional district.*

Parent DUNS number: *parent organization DUNS number.*

Amount of Sub-award: *Dollar amount awarded to sub-awardee.*

Obligation/Action date: *Date the sub-award agreement was signed.*

Principal Place of Performance: *Primary site where work will be performed.*

Sub-award number: *Identifying number assigned by OSDH to track the sub-award.*

Names and Compensation of Highly Compensated Officers: *See the specific requirements in the attachments to determine if this is required.*

Sub-award Project Description: *Description should capture the overall purpose of the sub-award.*

Authorized Official

Title

Date

Please see the attached documents concerning further guidance on FFATA reporting requirements.

My Commission expires: _____

ATTACHMENT E

GUIDELINES FOR LIGHT REFRESHMENTS FOR MEETINGS

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

Approved Options

Continental Breakfast Items:

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

Light Refreshment Items:

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

Beverages

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

Attachment F
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 **Contractor** to understand the specific nature of the breach. OSDH shall be entitled to terminate the Underlying Contract associated with such breach if, after OSDH provides the notice to Business Associate, Business Associate fails to cure the breach within a reasonable time period not less than thirty (30) days specified by OSDH in such notice; provided, however, that such time period specified by OSDH shall be based on the nature of the breach involved [45 CFR §§ 164.504(e)(1)(ii)(A),(B) & 164.314 (a)(2)(i)(D)].

MISCELLANEOUS:

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

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

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

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

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

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

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

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

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

OKLAHOMA STATE DEPARTMENT OF HEALTH

CONTRACTOR

By: _____

By: _____

Print Name: Robn Green, MPH

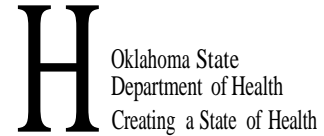
Print Name: _____

Print Title: HIPAA Privacy Officer

Print Title: _____

Date: _____

Date: _____



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

MEMORANDUM OF LEGAL OPINION

TO: Greg Morley
Procurement Chief

THROUGH: Nick Slaymaker
General Counsel

FROM: Tom L. Cross
Deputy General Counsel

CC: Rocky McEivany
Interim Commissioner of Health

Steve Ronck, MPH, Deputy Commissioner
Community Health Services

Angela Andrews
Procurement

RE: Incentives and Promotional Items used by Programs

DATE: June 1, 2009

Question Presented

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

Short Answer

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

Discussion

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

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

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

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

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

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

¹ Oklahoma Constitution Article 10 Section 15

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

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

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

⁵ Id.

⁶ 74 O.S. §85.448

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

Conclusion:

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



Mary Fallin
Governor

FILED

FEB 06 2012

**OKLAHOMA
SECRETARY
OF STATE**

EXECUTIVE DEPARTMENT

EXECUTIVE ORDER 2012-01

I, Mary Fallin, Governor of the State of Oklahoma, by the authority vested in me pursuant to Sections 1 and 2 of Article VI of the Oklahoma Constitution, hereby direct and order as follows:

Title 63 of the Oklahoma Statutes, Section 1-1523 prohibits smoking in all public places, in any indoor workplace, and all vehicles owned by the State of Oklahoma and all of its agencies and instrumentalities.

The Oklahoma Legislature, at 63 O.S. § 1-1515 (B), has found that breathing secondhand smoke causes disease, including lung cancer in healthy non-smokers; breathing secondhand smoke causes respiratory infection, decreased respiratory function, bronchoconstriction and bronchospasm. The population at most risk are the elderly, children, people with cardiovascular disease, and people with impaired respirator function, asthmatics, and those with obstructive airway disease.

The U.S. Surgeon General has issued a report stating that there is no risk-free level of exposure to secondhand smoke, which has immediate adverse effects on the cardiovascular system and causes coronary heart disease and lung cancer.

The United State Department of Health and Human Services, Centers for Disease Control and Prevention has found that the use of smokeless tobacco is known to be a cause of cancer and increases the risk of developing cancer of the oral cavity; the use of smokeless tobacco is associated with leukoplakia, gum disease and tooth decay; and the use of smokeless tobacco during pregnancy increases the risk of preeclampsia, premature birth and low birth weight.

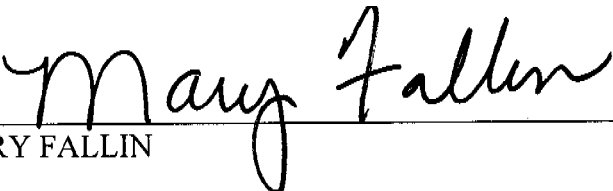
The use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

045314

The Executive Order shall be distributed to all members of the Governor's Executive Cabinet and the chief executives of all state agencies, who shall cause the provisions of this order to be implemented by all appropriate officials and agencies of state government. Implementation shall be achieved no later than six (6) months from the date of this order. The Oklahoma State Department of Health ("OSDH") and Tobacco Settlement Endowment Trust ("TSET") will provide assistance to state agencies for implementing this order.


IN WITNESS WHEREOF, I have set my hand and caused the Great Seal of the State of Oklahoma to be affixed at Oklahoma City, Oklahoma, this 6TH DAY of February, 2012.

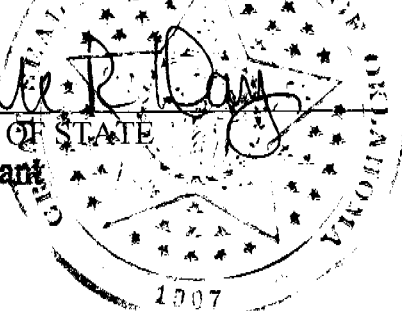
BY THE GOVERNOR OF THE STATE OF OKLAHOMA



MARY FALLIN

ATTEST:



SECRETARY OF STATE
Assistant

1907

OKLAHOMA STATE DEPARTMENT OF HEALTH
ADMINISTRATIVE PROCEDURES MANUAL

NUMBER: 3-5
TITLE: Travel
ADOPTED: July 2004
LAST REVIEWED: October 2011
RESPONSIBLE SERVICE: Administrative Services

APPROVED: _____
Terry Cline, Ph.D.
Commissioner
Signature on File

I. Purpose

The purpose of this administrative procedure is to ensure all Oklahoma State Department of Health (OSDH) employees are reimbursed for all legitimate travel expenses incurred while engaged in the transaction of official business.

II. Overview

"Legitimate travel expenses" are defined by statute, and Oklahoma law provides for severe penalty in cases of falsified travel vouchers. Title 74 O.S., § 500.1 through 500.37 provide the statutory authorization and limitations. All interstate travel must have prior approval.

A. Definitions

1. "Meals" means a substantial portion of food taken at one time to satisfy appetite, excluding snacks, continental breakfast and finger foods.
2. "Overnight travel period" means a trip requiring absence for a minimum period which lasts substantially longer than an ordinary day's work and during which the employee's duties require them to get necessary sleep or rest to meet the demands of their work.
 - a. The absence must be of such duration and distance that the employee cannot reasonably leave and return home after each day's work.
 - b. The standard for purposes of requesting overnight reimbursement is that the qualified non-employee or employee must be in travel status for more than 18 hours, must not live or have their official duty station within 60 map miles of destination, and must have stayed overnight. Any exemption requires advance approval from the Office of State Finance, or

if an emergency situation, a formal justification is sent with the Travel Voucher.

3. "Per diem" means reimbursable charges for meals while in overnight travel status.
4. "Qualified non employees" means persons who are not state employees, but who are performing substantial and necessary services to the state which have been directed or approved by the appropriate department official.
5. "Subsistence" means reimbursable charges for lodging while staying with friends or family in overnight travel status.
6. "Travel status" means the absence of an employee or qualified non-employee from his or her home or duty station whichever is closer while performing assigned official duties.

B. General Requirements

1. Officials, employees, and qualified non-employees of the state, traveling on authorized state business, may be reimbursed for expenses incurred in such travel in accordance with the provisions of Title 74 O.S., §500.2 through 500.37. Persons who are qualified non-employees must also abide by the same laws and policies as OSDH employees.
2. Travel expenses incurred by a person during the course of seeking employment with OSDH, unless such travel is performed at the request of OSDH, are not reimbursed.
3. An employee or qualified non-employee, authorized to travel, is responsible for planning in such a way that expenses for transportation and subsistence are kept to a minimum. Excess costs, circuitous routes, luxury accommodations and services unnecessary or unjustified in the performance of official business are not acceptable and should be avoided as a standard practice.
4. An employee or qualified non-employee whose job assignment entails field travel is responsible for making maximum use of all travel time. This means that travel is planned and work is organized as to produce the greatest possible benefit to the State for the travel time involved.
5. Employees and qualified non-employees are to allow 45 days for reimbursement of a correct travel voucher as stated in Title 74 O.S., §840.500.16A.

6. Employees will be reimbursed for their actual and necessary expenses of travel, lodging, and subsistence incurred in the performance of their duties. Receipts are required for lodging, baggage fees and registration expenses, regardless of the amount, as well as for each miscellaneous expense of \$25 or more. Examples of miscellaneous expenses are: parking and toll fees; postage, gas and oil (government vehicle).
7. Employees will use the Department of Central Services (DCS) Fleet Management "Trip Optimizer System" to determine in-state mileage reimbursement at the lesser of private vehicle, motor pool vehicle or rental car in accordance with HB 2016. The DCS website refers to this system as the "Trip Calculator" and is located at <https://www.ok.gov/dcs/calculator/index.php>.
8. Purchase Cards are available for use for the payment of registrations while employees are traveling to either in-state or interstate objectives. Service areas are encouraged to utilize the Purchase Card when registrations are charged for employees traveling on official state business. Procedures (to include required documentation) for using the Purchase Card for registrations are located in Public Folders at: Public Folders\PCard\General P-Card References.
9. Purchase Cards are available for use for the payment of lodging expense while employees are traveling to either in-state or interstate objectives. Service areas are encouraged to utilize the Purchase Card when lodging expenses are necessary for employees traveling on official state business. The Purchase card will only be used for the cost of the room and associated taxes (where applicable). supplemental charges (e.g. room service, phone calls, movies, etc.) are the responsibility of the individual traveler. Procedures (to include required documentation) for using the Purchase Card for lodging expenses are located in Public Folders at: Public Folders\PCard\General P-Card References.

C. Travel Vouchers

All claims for reimbursement of travel expenses will be submitted on the authorized travel voucher and shall be signed by the traveler and the approving official with knowledge of the travel prior to forwarding to the Accounting Services for final approval.

1. All travel reimbursement vouchers are filed using an OSF Form 19.
2. In-state and interstate travel must be filed on separate vouchers.

3. Travel vouchers must be filed by state officials, state employees, and qualified non-employees within 60 days from the end of the month in which travel occurred. Travel vouchers not filed within this period must be submitted to the deputy commissioner with justification for payment approval. Travel vouchers are considered filed once they are received in Accounting Services.
4. A travel voucher must not exceed 31 days time frame.
5. Completion of the travel voucher requires use of the DCS Trip Optimizer. Unless specifically exempt from its use a printed copy of the "Trip Optimizer" results will be submitted when the travel voucher is filed. Exemptions from using the Trip Optimizer will include the following:
 - a. Individuals who have been assigned and are utilizing a state leased vehicle.
 - b. Individuals who are traveling less than 100 miles round trip for infrequent travel.
 - c. Use of a personal car to travel to and from the airport or other transportation terminal when the total distance traveled is less than 100 miles round trip.
6. Claims for reimbursement of registration fees must be supported by corresponding paid receipts. Travel vouchers requesting reimbursement of registration fees for non-attendance of conferences, meetings, or workshops are subject to the approval of the appropriate deputy commissioner and are submitted with sufficient explanation and justification as to the reason of cancellation. Other than direct billing from the sponsoring entity, OSF Form 19 is the only mechanism for reimbursement of registration fees while in travel status. Direct billing of registration must be noted on the OSF Form 19.
7. The nature of "Official Business" as referenced on OSF Form 19 must be described in sufficient detail to enable persons reviewing the voucher to understand the purpose of the travel.
8. Agendas, announcements, or memoranda when in overnight travel status for conferences, seminars, or training must contain dates, times, and locations or designated lodging or lodging site and be submitted with the OSF Form 19.

9. Employees and qualified non-employees must identify on OSF Form 19 when registration, lodging, and/or any other items are directly billed.

D. Designated Lodging

Evidence such as the announcement or notice designating a pre-arranged conference, workshop and/or seminars must be attached to the OSF Form 19. Expenses may not exceed the single occupancy room rate, including tax, charged by the designated hotel, motel or other public lodging place.

1. In the course of conducting official agency business OSDH may designate a particular lodging facility. The Deputy Commissioner must approve designation of a lodging facility.
2. Employees or qualified non-employees attending meetings, workshops, conferences, or other objective trips, which are conducted at a designated hotel, motel, or other public lodging, who choose to acquire less expensive public lodging, are reimbursed the actual lodging expense not to exceed the single occupancy room rate, including tax, charged by the designated public lodging place. Those employees or qualified non-employees choosing this option are reimbursed for local transportation costs incurred while traveling between such optional lodging and the designated hotel, motel, or other public lodging place, not to exceed the difference between the cost of the designated lodging and the cost of the optional lodging. Local transportation costing \$25 or more for one trip one way requires receipts.
3. Overflow hotels with documentation are considered designated hotels and are reimbursed the actual lodging expense not to exceed the single occupancy rate, including tax. Transportation costs to and from the conference site are reimbursable.
4. OSDH is authorized to make direct purchases of lodging at facilities operated by the Oklahoma Tourism and Recreation Department (OTRD). Such lodging is reimbursed at the in-state lodging rate. The in-state lodging and per diem rate must not exceed the rate established in Title 74 O.S., §500.1 through 500.37 per 24-hour period per person.
5. The OTRD requires a five-day cancellation period. Any employee canceling under the five-day limit is responsible for any charges the Agency incurs unless substantial documentation can be provided that an emergency or circumstance beyond the employee's control contributed to the delay in cancellation.

E. Per Diem Payments

1. Per diem expenses are reimbursable only for travel periods that incorporate overnight travel status. Title 74 O.S., §500.8 and 500.9 reflect per diem and lodging rates for travel both within and outside of the state of Oklahoma based upon the amount authorized by the provisions of the Internal Revenue Code of 1986.
2. Authorized per diem reimbursement rates vary depending on the location of travel as identified in Government Services Administration's (GSA) Continental United States (CONUS) rates for domestic locations and for locations outside of the Continental United States (OCONUS). A complete listing of the CONUS and OCONUS locations and rates can be obtained from the GSA web site: www.policyworks.gov/perdiem.
3. An employee attending a conference or workshop in which meals are provided, as part of the package plan must attach a copy of the agenda or workshop notice to the OSF Form 19. A deduction of one-fourth of the per diem amount shall be made against the per diem amount for each meal provided.
4. Out-of-state reimbursement for per diem and lodging does not begin more than 24 hours before or continue more than 24 hours after the objective of the trip, such as meeting, workshop, or conference, except as stated in this paragraph. Under limited circumstances involving airline travel, reimbursement may begin as many as 48 hours before and extend as many as 48 hours after the objective of the trip if airfare is lower than the amount which would have been reimbursed had the 24 hour rule been applied. Any extra days must be a weekend day.
5. OSF Form 19 must have a detailed cost comparison of the additional per diem and lodging versus the savings on airfare. The airfare rate used in the comparison must come from the same travel agency where the ticket was purchased. The total reimbursement cannot exceed the amount of eligible reimbursement if the 24-hour rule is adhered to including the airfare rate available at the time.
6. An increased per diem allowance in lieu of subsistence is authorized if in overnight travel status. This allowance is applicable when staying with others and is claimed in the per diem column of OSF Form 19.

F. Interstate Travel

1. An employee who plans to travel outside the state of Oklahoma must complete an Interstate Travel Request/Authorization form, ODH 81. Electronic routing of the ODH 81 is the required method of obtaining approval for interstate travel. Exceptions to the electronic routing method are only available to those deputy areas and Commissioner's direct reporting units where there is not a designated travel coordinator.
2. The Commissioner has designated the authority to approve OSDH interstate travel requests to the chief operating officer and to the appropriate service area deputy commissioners. All interstate travel shall receive prior documented approval from the division director or service chief, deputy commissioner or the chief operating officer, and the budget analyst. The final approved request will be sent to the appropriate travel coordinator for processing. The travel coordinator will provide the required approvals to Accounting Services. The travel claim cannot be processed without the required approvals.
3. The employee must obtain the documented approval for out-of-state travel before incurring binding obligations or making expenditures for travel-related expenses, including but not limited to airfare, registration fees, or lodging. Expenditures or obligations made prior to approval of the out-of-state travel request will not be reimbursed. Prior to receipt of the approval for interstate travel, the employee may make reservations and other arrangements necessary for travel-planning and cost-estimation, but must not pay for such reservations.
4. Regardless of the mode of travel, including privately owned vehicles, reimbursement for interstate transportation costs will not exceed that of coach airfare.
5. When requesting a mode of travel other than contract airfare, a "Car Travel Reimbursement Cost Comparison" must accompany the ODH 81. The "Car Travel Reimbursement Cost Comparison" must compare the "low dollar contract tier fare" of both the departure and return flights with the cost of travel computed using the DCS website "Trip Calculator" located at:
<https://www.ok.gov/dcs/calculator/index.php>
6. The cost comparison should be completed by the traveler or the designated travel coordinator serving that traveler and submitted with the ODH 81 for approval. Instructions for obtaining the "low dollar contract tier fare" and using the "Car Travel Reimbursement Cost Comparison" can be found at:
Public Folders\PCard\General P-Card References

III. References

Title 74, O.S., § 500.1 through 500.37; 840.500.16A

Internal Revenue Code of 1986

IV. Action

The Chief Operating Officer is responsible for ensuring the annual review of this administrative procedure.

Administrative Services is responsible for the annual review and revision of this administrative procedure.

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

This procedure is effective immediately as indicated.

V. Attachments

<u>Attachments</u>	<u>Title</u>	<u>Location</u>
ODH Form No. 81	Interstate Travel/Request Authorization	Attached

**OKLAHOMA STATE DEPARTMENT OF HEALTH
INTERSTATE TRAVEL REQUEST/AUTHORIZATION**

DIVISION: _____

APPLICANT: _____ POSITION (Title): _____

NATURE OF TRIP: _____

(Name) _____	(Date) _____	(Location) _____
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JUSTIFICATION FOR TRIP: _____

DEPARTURE: _____ DATE OF RETURN: _____

MODE OF TRANSPORTATION (Private - Public): Airline Ticket: _____ Car: _____ Bus: _____
(If traveling by car a cost comparison must be attached)

DURATION OF TRIP WILL INCLUDE: _____ DAYS AT MEETING AND _____ DAYS ENROUTE

TOTAL NUMBER OF DAYS: _____

ESTIMATED COST: \$ _____	\$ _____	\$ _____	\$ _____
(Travel)	(Per Diem)	(Other)	(Total)

APPROVED

(Division Director/Service Chief)

ACCOUNTING SERVICES

FUNDING: _____	_____	_____	_____
(Fund)	(Account)	(Sub-Activity)	(CFDA #)

Reimbursed by _____

(Used when non-OSDH resources are covering the entire cost of the meeting)

(Accounting Services Approval)

APPROVAL AND TRAVEL AUTHORIZATION

The individual named is authorized to perform official travel as indicated:

Name _____	Title _____	Date _____
(Deputy Commissioner/Commissioner)		

ATTACHMENT J

MIECHV Benchmarks and Constructs

Improved Maternal and Child Health	<ul style="list-style-type: none"> • Prenatal care • Parental use of alcohol, tobacco, or illicit drugs • Preconception care • Inter-birth intervals • Screening for maternal depressive symptoms • Breastfeeding • Well-child visits • Maternal and child health insurance status
Child Injuries, Child Abuse, Neglect, or Maltreatment and Reduction of Emergency Department Visits	<ul style="list-style-type: none"> • Visits for children to the emergency department from all causes • Visits of mothers to the emergency department from all causes • Information provided or training of participants on prevention of child injuries including topics such as safe sleeping, shaken baby syndrome or traumatic brain injury, child passenger safety, poisonings, fire safety (including scalds), water safety (i.e. drowning), and playground safety • Incidence of child injuries requiring medical treatment. • Reported suspected maltreatment for children in the program (allegations that were screened in but not necessarily substantiated) • Reported substantiated maltreatment (substantiated/indicated/alternative response victim) for children in the program • First-time victims of maltreatment for children in the program
Improvements in School Readiness and Achievement	<ul style="list-style-type: none"> • Parent support for children's learning and development (e.g., having appropriate toys available, talking and reading with their child) • Parent knowledge of child development and of their child's developmental progress • Parenting behaviors and parent-child relationship (e.g., discipline strategies, play interactions) • Parent emotional well-being or parenting stress • Child's communication, language and emergent literacy • Child's general cognitive skills • Child's positive approaches to learning including attention • Child's social behavior, emotion regulation, and emotional well-being • Child's physical health and development

Crime or Domestic Violence	<ul style="list-style-type: none"> • Crime <ul style="list-style-type: none"> ○ Arrests ○ Convictions • Domestic Violence <ul style="list-style-type: none"> ○ Screening for domestic violence ○ Of families identified for the presence of domestic violence, number of referrals made to relevant domestic violence services (e.g., shelters, food pantries): ○ Of families identified for the presence of domestic violence, number of families for which a safety plan was completed
Family Economic Self-Sufficiency	<ul style="list-style-type: none"> • Household income and benefits • Employment or education of adult members of the household • Health insurance status
Coordination and Referrals for Other Community Resources and Supports	<ul style="list-style-type: none"> • Number of families identified for necessary services • Number of families that required services and received a referral to available community resources • MOUs: Number of Memoranda of Understanding or other formal agreements with other social service agencies in the community • Information sharing: Number of agencies with which the home visiting provider has a clear point of contact in the collaborating community agency that includes regular sharing of information between agencies • Number of completed referrals (i.e., the home visiting provider is able to track individual family referrals and assess their completion, e.g., by obtaining a report of the service provided.)

Adapted from the HRSA Supplemental Information Request for the Submission of the Updated State Plan for a State Home Visiting Program, available at:

<http://www.ok.gov/health/documents/3rd%20Phase%20of%20HV%20Guidance.pdf>

04/01/11

ATTACHMENT K.1

HEALTHY FAMILIES AMERICA INFORMATION

The MIECHV Home Visiting Program RFP requires the Contractor to implement Healthy Families America® (HFA) - the evidence-based home visiting model. The Parents as Teachers® (PAT) will be utilized as the as the home visiting curriculum. The Ages and Stages Questionnaires (ASQ) will be used for developmental screenings.

For more general information about Healthy Families America, go to:
www.healthyfamiliesamerica.org.

For information regarding the Healthy Families America® Best Practice Standards and Self-Assessment Tool, go to:

http://www.ok.gov/health/Child_and_Family_Health/Family_Support_and_Prevention_Service/MIECHV_Program_-_Federal_Home_Visiting_Grant/MIECHV_RFP_Resources/index.html

HEALTHY FAMILIES AMERICA CRITICAL ELEMENTS

HFA is based upon a set of critical program elements, defined by more than 20 years of research. The critical elements represent the field's most current knowledge about how to implement successful home visitation programs.

All affiliated and credentialed HFA programs adhere to these critical elements which provide the framework for program development and implementation. Staff are trained on the critical elements. Programs are credentialed based on adherence to the critical elements. In addition to helping assure quality, the critical elements allow for flexibility in service implementation to permit integration into a wide range of communities and provide opportunities for innovation.

The following are descriptions of each critical element:

Service Initiation

1. Initiate services prenatally or at birth.
1. Use a standardized assessment tool to systematically identify families who are most in need of services. This tool should assess the presence of various factors associated with increased risk for child maltreatment or other poor childhood outcomes (i.e. social isolation, substance abuse, parental history of abuse in childhood).
2. Offer services voluntarily and use positive outreach efforts to build family trust.

Service Content

3. Offer services intensively (i.e. at least once a week) with well-defined criteria for increasing or decreasing frequency of service and over the long-term (i.e. three to five years).
4. Services should be culturally competent such that the staff understands, acknowledges, and respects cultural differences among participants; staff and materials used should reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.
5. Services should focus on supporting the parent as well as supporting parent-child interaction and child development.
6. At a minimum, all families should be linked to a medical provider to assure optimal health and development (e.g. timely immunizations, well-child care, etc.) Depending on the family's needs, they may also be linked to additional services such as financial, food, and housing assistance programs, school readiness programs, child care, job training programs, family support centers, substance abuse treatment programs, and domestic violence shelters.
7. Services should be provided by staff with limited caseloads to assure that home visitors have an adequate amount of time to spend with each family to meet their unique and varying needs and to plan for future activities.

Staff Characteristics

8. Service providers should be selected because of their personal characteristics (i.e. non-judgmental, compassionate, ability to establish a trusting relationship, etc.), their willingness to work in or their experience working with culturally diverse communities, and their skills to do the job.
9. Service providers should have a framework, based on education or experience, for handling the variety of situations they may encounter when working with at-risk families. All service providers should receive basic training in areas such as cultural competency, substance abuse, reporting child abuse, domestic violence, drug-exposed infants, and services in their community.
10. Service providers should receive intensive training specific to their role to understand the essential components of family assessment and home visitation (i.e. identifying at-risk families, completing a standardized risk assessment, offering services and making referrals, promoting use of preventive health care, securing medical homes, emphasizing the importance of immunizations, utilizing creative outreach efforts, establishing and maintaining trust with families, building upon family strengths, developing an individual family support plan, observing parent-child interactions, determining the safety of the home, teaching parent-child interaction, managing crisis situations, etc.).

11. Service providers should receive ongoing, effective supervision so that they are able to develop realistic and effective plans to empower families to meet their objectives; to understand why a family may not be making progress and how to work with the family more effectively; and to express their concerns and frustrations so that they can see that they are making a difference and in order to avoid stress-related burnout.

More detailed information about the HFA Critical Elements can be found at the following address:

http://www.healthyfamiliesamerica.org/downloads/critical_elements_rationale.pdf

ENROLLMENT CRITERIA

In addition to the identified population outlined in this RFP, Healthy Families America require the following:

- families screen and assess positive for risk factors; and
- families enroll prenatally or within three months after the birth of their child.

An adaptation has been granted by HFA for Oklahoma: Families will enroll prenatally or within three (3) months of the baby's birth; however, *there is an allowance for up to thirty-three percent (33%) of families to be enrolled with a child between the ages of 3 months and 12 months of age.*

Families may participate in the MIECHV services until the child's 6th birthday.

STAFF

The core program staff positions required for implementation of this program are program supervisor, family assessment worker, and family support worker. The Contractor will propose how many of these core program staff positions will be needed to provide the proposed services and the percent of time to be worked by each position.

The Contractor may choose to utilize one person to fulfill more than one of the required positions listed above. For example, an individual may be assigned 50 percent time as Program Supervisor and 50 percent time as Family Assessment Worker. If one individual is assigned to more than one position, that individual will fulfill all of the roles and responsibilities listed for each of the assigned positions.

Program Supervisor

Screening and selection of program managers includes consideration of characteristics including, but not limited to:

- A solid understanding of and experience in managing staff;
- Administrative experience in human service or related program(s), including experience in quality assurance/improvement and program development;

- A solid understanding of and experience in supervising and motivating staff, as well as providing support to staff in stressful work environments;
- Knowledge of infant and child development and parent-child attachment;
- Experience with family services that embrace the concepts of family-centered and strength-based service provision;
- Knowledge of maternal-infant health and dynamics of child abuse and neglect;
- Experience in providing services to culturally diverse communities/families;
- Experience in home visitation with a strong background in prevention services to the 0-3 age population; and,
- Bachelor's or Master's degree in human services or related field preferred.

(Healthy Families America® Self Assessment Tool -Best Practices Standards; Critical Element 9; pages 62 to 63.)

Additionally, the program supervisor's roles and responsibilities will include:

- Provide and document a minimum of 1.5 to 2 hours of weekly, individual professional supervision for each program staff member who provides direct services to families;
- Provide and document at least one hour of group supervision per month for program staff members who provide direct services to families;
- Provide and document orientation training for new program staff members;
- Review each family file folder on a weekly basis as documented in supervision logs;
- Monitor the performance of all program staff including periodic and regular shadowing of the Family Assessment Worker, Family Support Worker, and Parent Aide;
- Plan, conduct and document program orientation training and in-service training;
- Facilitate on-going collaborations with local community partners;
- Take lead role in establishing and maintaining a program advisory council; Organize and complete all required documentation and evaluation information;
- Assure that all required documentation and evaluation information for the program is completed and organized;
- Assure that program evaluation data is being entered into the computer and transmitted to the OCAP as required;
- Prepare and submit reports, as required;
- Prepare for and participate in monitoring site visits;
- Attend all required OCAP/Start Right meetings;
- Maintain confidentiality; and,
- Complete all pre-service training, in-service, and wrap-around training requirements.

Family Assessment Worker

The family assessment worker roles and responsibilities will include the following:

- Screen and assess families in a timely manner;

- Obtain a signed informed consent and confidentiality statement before completing the Family Stress Checklist with the family;
- Complete the Family Stress Checklist with potential families; score and document family assessment summaries;
- Administer, score and report ASQ[®] and ASQ:SE[®] child development screenings, as assigned; (This responsibility is optional for this position; however, if not fulfilled by this position it must be assigned to another staff person such as the Program Supervisor or the Family Support Worker.);
- Participate in 1.5 to 2 hours of weekly individual professional supervision;
- Seek consultation from the supervisor regarding family assessments;
- Participate in at least one hour of monthly group supervision;
- Maintain proper documentation that summarizes the services provided to families enrolled in program services;
- Maintain confidentiality
- Organize and complete all required paperwork set forth by this RFP and the Start Right Manuals; and
- Complete all required trainings.

(Healthy Families America[®] Self Assessment Tool -Best Practices Standards; Critical Element 9; page 63.)

Family Support Worker

The family support worker roles and responsibilities will be to:

- Partner with the family to assess strengths and needs of the family;
- Provide home-based parent education and support services;
- Provide home visits that are scheduled at the convenience of the family, that is, home visitors will provide home visits on the weekends and in the evening if necessary to meet the family's needs;
- Promote parent-child interaction and healthy early childhood growth and development;
- Provide parent-child interaction activities;
- Provide parent education curriculum lessons;
- Assist the family with referrals to appropriate community services;
- Administer, score and report ASQ[®] and ASQ:SE[®] child development screenings, as assigned;
- Participate in a minimum of 1.5 to 2 hours of weekly individual supervision;
- Participate in a minimum of 1 hour of monthly group supervision;
- Organize and complete all required paperwork set forth by this RFP and Start Right Manuals;
- Maintain documentation that summarizes the services provided to enrolled families;
- Maintain confidentiality; and,
- Complete all required training.

(Healthy Families America® Self Assessment Tool -Best Practices Standards; Critical Element 9; page 63.)

TRAINING

Trainings will include, but are not limited to orientation training, Healthy Families America® Training, Parents as Teachers® Curriculum Training, Ages and Stages Questionnaire® Training, Evaluation Procedures Training and additional training, as required. (See Attachment M)

(Healthy Families America® Self Assessment Tool -Best Practices Standards; Critical Element 10; pages 35 to 81.)

Although OCAP will provide most of the required training, ultimately it is the responsibility of the Contractor to assure that program staff meet training requirements as described in this RFP.

The Contractor must keep training records of all completed trainings for each staff member on file.

SUPERVISION

Providing regularly scheduled supervision serves multiple purposes by helping direct service staff:

- maintain perspective
- evaluate their performance and encourage personal and professional development
- learn new strategies to effectively work with families and enhance the quality of services families receive
- promote both staff and program accountability
- reduce staff burnout and turnover by providing much needed support.

(Healthy Families America® Self Assessment Tool -Best Practices Standards; Critical Element 12; page 83.)

The Contractor must provide full-time direct service staff with a minimum of 1.5 to 2 hours of individual supervision per week and part-time staff must receive at least one hour of individual supervision per week.

(Healthy Families America® Self Assessment Tool -Best Practices Standards; Critical Element 12; page 84.)

The Contractor must provide program staff with a minimum of one hour of group supervision per month to include both professional and administrative aspects of supervision.

(Healthy Families America® Self Assessment Tool -Best Practices Standards; Critical Element 12; page 87.)

The Contractor must provide the program supervisor with a minimum of once monthly, regularly scheduled supervision with the goals of providing supervisors an opportunity to be held accountable for the quality of their work, receive skill development, and professional support.

(Healthy Families America® Self Assessment Tool -Best Practices Standards; Critical Element 12; page 88.)

The Contractor must keep written documentation of supervision. Documentation of individual supervision must include: agenda, date, starting and ending times, discussions and decisions made, signatures of attendees.

The Contractor must keep documentation of supervisory sessions that include discussions regarding family level changes.

(Healthy Families America® Self Assessment Tool -Best Practices Standards; Critical Element 4; pages 27 to 31.)

CASELOAD

A full time Family Support Worker (FSW) is expected to have an equivalent caseload of 13-15 Level 1 families or a weighted caseload of 26-30 points, depending on the following:

- Experience and skill of the FSW;
- Nature and difficulty of the problems encountered;
- Number of families per service provider which involve additional assessments and/or more intensive intervention;
- Travel and other non-direct service time required to fulfill the service provider's responsibilities;
- Extent of other resources available in the community to meet family needs; and
- Other assigned duties.

The weighted caseload for one FSW should not exceed 30 points. It is recommended that caseloads not exceed 25 families. Caseload size should be prorated based on the staff person's Full Time Equivalency (FTE).

The Contractor must calculate and keep documentation of the weighted caseload for each family support worker every month.

(Healthy Families America® Self Assessment Tool -Best Practices Standards; Critical Element 8; pages 58 to 61.)

FAMILY LEVEL CHANGES

The Contractor agrees to file family level change forms (when a family is transitioned from one level to another. The Contractor must maintain documentation of supervisory discussions regarding family level changes. Criteria for level changes (level change forms) available in the Healthy Families America[®] Manual must be used.

Healthy Families America - Evaluating Monthly Productivity

This level system provides a simple method for determining family support visitor productivity and monitoring this aspect of program quality. The number of home visits done by each family support visitor is compared to the total number due each month. The number due is calculated by totaling the number of home visits due for each family according to the level they are assigned. A full time family support visitor is expected to have an equivalent caseload of 13-15 Level 1 families or a weighted caseload of 26-30 points, depending on the following:

- Experience and skill level of the family support visitor assigned;
- The nature and difficulty of the problems encountered;
- The work and time required to serve each family/participant;
- The number of families per service provider which involve additional assessments and/or more intensive intervention;
- Travel and other non-direct service time required to fulfill the service provider's responsibilities;
- Extent of other resources available in the community to meet family needs; and
- Other assigned duties.

For new programs, it is recommended that during the first 6 – 9 months, a family support visitor's caseload gradually be increased to a full caseload. By the end of the second year of your program, caseload size will increase as some families' progress to less intensive levels of service.

- It is recommended that caseloads never exceed 25 families.
- A guideline for monitoring productivity is that at least 90% of required home visits be completed each month.

Caseload Management Worksheet

Name of Program: _____
 Supervisor: _____
 Month: _____

Family Support Visitor: _____

# of Participants Per Level		HV's Due		HV's Done Attempted		Weighted Caseload Per Level	
						Number	Weight
1 – Prenatal	x 2-4 HV's =					1-P	x 2 =
1 – SS	x 4 HV's =					1-SS	x 3 =
1	x 4 HV's =					1	x 2 =
2	x 2 HV's =					2	x 1 =
3	x 1 HV's =					3	x .5 =
4	x 0-1 HV's =					4	x .25 =
X	x 1-4 HV's =					X	x .5 =
Totals =						Total Weight	

Completion rate = HV Done ÷ HV Due = _____ %

HV's = Home Visits

AHV's = Attempted Home Visits

HOME VISITS

The HFA definition of a home visit is a face-to-face interaction that occurs between the participant(s) and home visitor. The goal of the home visit is to promote positive parent-child interaction, healthy childhood growth and development, and enhance family functioning. Typically, home visits occur in the home, last a minimum of an hour and the child is present. The focus during home visits may include, but is not limited to:

Promotion of positive parent-child interaction

- Support of attachment
- Social-emotional relationship
- Support for parent role as child's first teacher (language & emergent literacy)
- Parent-child play activities
- Support for parent-child goals, etc.

Promotion of healthy childhood growth & development

- Child development milestones
- Child health & safety
- Nutrition
- Parenting skills
- Access to health care
- School readiness
- Linkage to appropriate early intervention services

Enhancement of family functioning

Trust-building and relationship development

- Strength-based strategies to support family well-being and improved self-sufficiency
- Family goals
- Assessment tools
- Coping & problem-solving skills
- Stress management & self-care
- Home management & life skills
- Linkage to appropriate community resources (Access to health care)
- Reduction of self-defeating behaviors (e.g., substance abuse, domestic violence)
- Reduction of social isolation
- Crisis management
- Advocacy

(Healthy Families America[®] Self Assessment Tool -Best Practices Standards; page 5.)

FAMILY SCREENINGS

A family may self-refer or be referred to the Contractor for needed services. The screening is a tool that identifies risk factors that may qualify the family for an

assessment. Screenings may be conducted by telephone, in person, or through other community agencies.

The HFA definition of a screen/screening is a process for early identification of potential program participants that often occurs via medical record review, community or self-referral, questionnaire that gathers needs/risk data, or similar information collection system. Programs may establish screening criteria that when evident either results in the determination of service eligibility, or results in the completion of a more detailed assessment.

(Healthy Families America® Self Assessment Tool -Best Practices Standards; Common Terms; page 6; Critical Element 1, pages; 11 to 12; Critical Element 2; pages 17 to 19.)

The HFA Best Practice Standards state that the program's goal should be to screen/identify 75% or more of the target population. It is important for programs to continuously work toward the goal of screening 75% of the target population.

(Healthy Families America® Self Assessment Tool -Best Practices Standards; Critical Element 1; page 11.)

FAMILY ASSESSMENTS

The HFA definition of an assessment is a standardized process for conducting an in-depth exploration of family strengths and needs. An assessment is done face-to-face and most often is completed in the home or in the hospital. Assessments are typically used to determine service eligibility and always used to support the development of individualized service/intervention plans.

(Healthy Families America® Self Assessment Tool -Best Practices Standards; Common Terms; page 5; Critical Element 2; pages 17 to 19; and Critical Element 6; pages 40 to 41.)

FAMILY SUPPORT PLANS (FSP)

The Initial Family Support Plan must be completed within forty-five (45) days of enrollment. The Initial Family Support Plan is completed by reviewing information gathered during the initial Family Assessment, reviewing the documentation of home visiting services and in collaboration with the family.

The home visitor and family work together to develop goals and break those goals into meaningful steps to insure success for each family. There is a clear conversation and partnering between the home visitor and parent that supports growth in families. Breaking larger goals into small steps assists parents in developing problem solving skills, increases their sense of power over their situations, and supports adult brain development. Steps should be incremental, measurable, and functional for the family.

(Healthy Families America[®] Self Assessment Tool -Best Practices Standards; Critical Element 6; page 40 to 44.)

The Family Support Plan will be based on an assessment of family strengths and needs. The *Family Stress Checklist* will serve as the assessment and information gathered from it will be used in developing the Family Support Plan. The Contractor must keep a copy of the Family Support Plan on file and provide a copy to the family.

A Follow-up Family Support Plan should be completed for each enrolled family every six (6) months of continuous service. The Follow-up Family Support Plan is completed by reviewing the Family Assessment, the documentation of home visiting services, the progress toward the established goals on the previous Family Support Plan, and in collaboration with the family.

CHILD DEVELOPMENT SCREENINGS

The Contractor must provide Ages and Stages Questionnaire[®] (ASQ) child development screenings for children enrolled in the program beginning with the two month questionnaire or, for children enrolled after two months, as appropriate according to the ASQ or ASQ:SE administration chart.

The Contractor must provide Ages and Stages Questionnaire: Social-Emotional[®] (ASQ:SE) child development screenings for children enrolled in the program as appropriate according to the ASQ:SE administration chart.

The Contractor will provide follow-up Ages and Stages Questionnaire[®] child development screenings as per the Ages and Stages Questionnaire[®] Child Development Screening Schedule (ASQ and ASQ:SE), or at the frequency directed by the Start Right Program Manual, as long as the family is enrolled in the program.

(Healthy Families America[®] Self Assessment Tool -Best Practices Standards; Critical Element 6; pages 47 to 50.)

Program staff performing Ages and Stages Questionnaire[®] child development screenings must be trained in the administration, scoring, analysis, and reporting of the Ages and Stages Questionnaire. (See Attachment M)

CHILD DEVELOPMENT ASSESSMENTS

A child development assessment is the gathering of information about the specific developmental progress of a child when possible delay has been noted on the Ages and Stages Questionnaire[®]. The purpose is to provide parents with assistance in supporting and enhancing the optimal development of the child.

Referrals must be made for child development assessments when determined necessary by the Ages and Stages Questionnaire[®] and consultation between the home

visitor and supervisor. Referrals can be made to the SoonerStart Early Intervention Program, The OSDH Child Guidance Service, the primary care physician or another medical provider, as appropriate. Programs will keep documentation regarding the child development assessment including referrals, assessment results, recommendations and needed follow-up on file.

(Healthy Families America® Self Assessment Tool -Best Practices Standards; Critical Element 6; pages 49 to 50.)

ADVISORY GROUP

The HFA definition of an advisory group is an organized voluntary group with responsibilities to advise on aspects of the Healthy Families program operations. The functions and responsibilities of this group may include making recommendations to the Healthy Families program and the organization's governing group (if different from the advisory group) regarding program policy, operations, finances, community needs, etc. Typically, advisory group members are a diverse group of individuals who represent the interests of the community as guided by the critical elements.

(Healthy Families America® Self Assessment Tool -Best Practices Standards; Common Terms; page 4, See also Governance and Administration Standards; pages 91-93.)

ATTACHMENT K.2

HEALTHY FAMILIES AMERICA AFFILIATION AND ACCREDITATION

http://www.healthyfamiliesamerica.org/network_resources/credentialing.shtml

In March 1997, PCA America implemented an application process that allows programs to use the Healthy Families name by formally affiliating with the HFA initiative. Established home visitation programs as well as new programs can affiliate with HFA. Completion of this process reflects a commitment to implementing the twelve critical elements, and this commitment is validated when the program completes the HFA accreditation process. All single site programs interested in affiliating with the HFA initiative and using the "Healthy Families" name must complete the Single Site Application. For the most current application, please contact the director of your region (see list in Regional Centers) or email pmedrano@preventchildabuse.org.

Once affiliation is granted, program sites are considered to be provisional and are added to the Healthy Families site directory. As an HFA program, you will be recognized as a member of a national initiative. Other benefits include: confidence that your home visitation program is following research-based [critical elements](#) for home visiting programs; networking with peers from other quality programs; the ability to take advantage of national and state level advocacy for HFA services; access to training, technical assistance and materials; and national public awareness efforts. Provisional sites begin the accreditation process before the end of their two-year anniversary of their affiliation date. The process begins with the completion of an HFA Accreditation Application available by contacting the director of your region.

The purpose of Healthy Families America accreditation is to ensure that the Healthy Families America name, and programs using that name, represent a deep and abiding commitment to delivering the highest quality services possible to families and children. As the HFA initiative continues to grow and expand, accreditation helps assure that HFA will continue to be regarded by the interested public as a quality program, representing a given set of principles.

The HFA accreditation is public recognition by PCA America that a home visitation program is following best practice standards as established by over 20 years of research into what really works in intensive home visitation. There are a multitude of benefits associated with the credential which vary according to how the program chooses to utilize it. Programs that undergo the accreditation process experience the improvement of program operations/implementation. Accredited programs maintain use of the HFA name and logo and the HFA affiliation. (The Healthy Families America name is a trademark of Prevent Child Abuse America, who is the sole grantee of the right to use the name.). An accredited program is a member of a national initiative whose benefits include networking with peers from other quality programs, working with members to shape the direction of the initiative, the ability to take advantage of national and state level advocacy for HFA services, coordination of training and technical

assistance, and public awareness efforts. Additionally, accredited programs are considered for joint grant and research opportunities with PCA America.

Site Self-Assessment

After programs are granted provisional status, they should begin to think about how they will complete the Self-Assessment; the first step of a two-part process to become an accredited HFA site or multi-system. Completing the Self-Assessment involves gathering input from all key personnel involved with the program. This process provides the program with an opportunity to critically review its organizational structure and service delivery and compare its results against professionally accepted, research-based national standards. The Self-Assessment forms the basis for a peer review and all subsequent decisions about the program's application for accreditation.

<http://www.ok.gov/health2/documents/2008-2012%20HFA%20SAT%20Best%20Practices%20-%20Updated%203-10.pdf>

Peer Review Site Visit

Once the Self-Assessment has been completed and submitted, a team of at least two external, trained peer reviewers conduct a site visit. The purpose of this visit is to provide a comprehensive and objective review and validate a program's self-assessment and adherence to the [critical elements](#).

Based on their findings, the peer review team prepares a Site Visit Report which is sent first to PCA America and then to the applicant program. The program has 45 days to respond to the report in writing. This response is then discussed by the HFA Advisory Panel and a decision is made.

Depending on the outcome of the Self-Assessment, the peer reviewer site visit, the program response and the deliberations of the Panel, the evidence will be used to determine whether to grant accreditation or a delay is necessary. Two types of accreditation may be granted: a four-year individual site accreditation or a four-year multi-site accreditation.

Technical Assistance

Quality Assurance staff are available to provide the following technical assistance to programs as they complete the accreditation process:

Provide a complete overview of the process from preparation of the Self-Assessment through the accreditation decision;

Answer any questions about the completion of the self-study, standards interpretation, and/or the process;

Assist with program implementation and/or policies and procedures development;

Provide guidance with site visit preparation;

Connect programs with local experts; and

Handle the logistics of the site visit.

Organizations interested in learning more about the accreditation process may contact the director of the region in which they are based.

Fees

To defray costs associated with the provision of technical assistance to HFA sites, affiliated sites are responsible for an annual affiliation fee. Additionally, HFA program sites are responsible for the costs associated with the HFA Peer Review Team to perform an on-site review. Please contact your HFA Regional Director with any questions regarding the fees associated with affiliation and accreditation.

ATTACHMENT L PARENTS AS TEACHERS INFORMATION

PARENTS AS TEACHERS®

Parents as Teachers National® Center, Inc.

10176 Corporate Square Drive, Suite 230

St. Louis, MO 63132

(314) 432-4330; Fax (314) 432-8963

State Lead: Oklahoma State Department of Education

www.parentsasteachers.org

PAT QUALITY ASSURANCE GUIDELINES

http://www.parentsasteachers.org/images/stories/documents/2011_PAT_Quality_Assurance_Guidelines_Dec2010.pdf

PAT 2011 ESSENTIAL REQUIREMENTS FOR AFFILIATES

http://www.parentsasteachers.org/images/stories/documents/2011_PAT_essential_requirements_Mar2011_2_.pdf

In order to use the Parents as Teachers (PAT) online Foundational Curriculum, Contractors will be required to take the PAT Foundational Training.

- Foundational Training is a three-day training which lays the foundation for the Parents as Teachers approach to home visitation within an early childhood system.
- The Foundational Training fee is \$695.00 which includes access to the online Foundational Curriculum.
- Upon completion of the Foundational Training, staff members will become an Approved User.
- The annual renewal fee for using the Foundational Curriculum is \$100.00 per person each year for each Approved User.

ATTACHMENT M
AGES AND STAGES QUESTIONNAIRE INFORMATION

Brookes Publishing Co.
P.O. Box 10624
Baltimore, MD 21285-0624
1-800-638-3775; Fax:1-410-337-8539
<http://www.brookespublishing.com/store/index.htm>

ATTACHMENT N
REQUIRED TRAININGS

TRAINING OUTLINE PROGRAM/CORE (MODEL SPECIFIC)

Training Delivery	MIECHV/Children First (C1)	Training Delivery	MIECHV/Start Right/Healthy Families America (HFA)	Training Delivery	MIECHV - PAT
	Year 1		HFA Specific Training		Parents As Teachers Specific
Online	Adoption	F2F	Integrated Strategies for Home Visitors (Formerly FSW Core Training)	F2FOOS	PAT - Foundational Training
F2F	Ages & Stages	F2F	Parent Survey (Formerly FAW Core Training)	F2FOOS	PAT - Model Implementation
F2F	Attachment	F2F	Advanced Supervisor Training		
F2F	Breastfeeding		Within 6 months of Hire (Required)		Professional Development for Parent Educators – Year 1/ 20 Clock hours
F2F	Car Seat Safety	Online	Orientation		Specific topics as listed in OSDH/FSPS Central Training
F2F	Case Management	Online	Infant Care		
F2F	Child Abuse Medical Examiner	Online	Child Health & Safety		
Online	Cultural Awareness	Online	Maternal & Family Health		Professional Development for Parent Educators – Year 2/ 15 Clock hours
F2F	Domestic Violence	Online	Infant & Child Development		Specific topics as listed in OSDH/FSPS Central Training
F2F	Genetics-Special Screening	Online	Role of Culture in Parenting		
F2F	Grief	Online	Parent/Child Interaction		
Online	HIPAA		Within 12 months of Hire (Required)		
F2F	Keys to Care giving	Online	Child Abuse & Neglect		
F2F	New Employee Orientation	Online	Family Violence		
Online	NFP Unit 1	Online	Substance Abuse		
F2F	NFP Unit 2	Online	Staff Related Issues		Professional Development for Parent Educators – Year 3 and beyond / 10 Clock hours
Online	NFP Unit 3	Online	Family Issues		Specific topics as listed in OSDH/FSPS Central Training
F2F	OK-1 Training/C1 Overview/Maternal Health Assessment		Ongoing Training-Parents As Teachers (PAT)		Ongoing Training-Parents As Teachers (PAT)
F2FOOS	OK-2 Training/Infant and Toddler Assessment	F2FOOS	PAT - Foundational Training	F2FOOS	PAT - Three Years to Kindergarten Entry
F2F	OK-3 Training/Infancy/Toddler Period	F2FOOS	PAT - Three Years to Kindergarten Entry	F2FOOS	PAT - Partnering with Teen Parents
Online	Paternity/Legal	F2FOOS	PAT - Partnering with Teen Parents		
O/F2FOOS	PIPE		Screening Training		Screening Training
Online	SIDS	F2F	Ages and Stages Questionnaires Third Edition (ASQ)	F2F	Ages and Stages Questionnaires Third Edition (ASQ)
iPower	Addictive Behaviors	F2F	Ages and Stages Questionnaires :Social-Emotional (ASQ:SE)	F2F	Ages and Stages Questionnaires :Social-Emotional (ASQ:SE)
iPower	Substance Abuse		Additional Training		Additional Training

ATTACHMENT N
REQUIRED TRAININGS

Online	TANF/Medicaid	*Online/F2F	Strengthening Families	Online/F2F	Strengthening Families
	Year 2	<ul style="list-style-type: none"> • Model Specific trainings for Children First are scheduled for 2013-2014 (these trainings are scheduled according to participant need) • Model Specific trainings for Start Right HFA can be accessed by staff at this time (2012 forward) • MIECHV HFA/PAT will begin Model Specific Training after contracts have been awarded and staff are hired by the MIECHV contractors • Trainings required to provide services are offered through the Model Specific Trainings provided by each program 			
F2F	Continuing Education (program specific)				
F2F	NCAST Feeding				
F2F	NCAST Teaching				
	Year 3				
	Continuing Education (program specific)				
	PIPE Review				
	NCAST Review (If applicable)				

ATTACHMENT N
REQUIRED TRAININGS

OSDH/FSPS CENTRAL TRAINING		
Training Delivery	Central Training Topics	
Online, F2F or via iPower	Adoption	
Online, F2F or via iPower	Ages & Stages	
Online, F2F or via iPower	Attachment	
Online, F2F or via iPower	Car Seat Safety	
Online, F2F or via iPower	Case Management	
Online, F2F or via iPower	Child Abuse Medical Examiner (CAME)	
Online, F2F or via iPower	Diversity and Culture in Family systems	
Online, F2F or via iPower	Domestic Violence	
Online, F2F or via iPower	HIPAA	
Online, F2F or via iPower	SIDS	
Online, F2F or via iPower	TANF/Medicaid	
Online, F2F or via iPower	Strengthening Families	
Online, F2F or via iPower	*Motivational Interviewing	
Online, F2F or via iPower	*Breastfeeding	
Online, F2F or via iPower	*Family Planning	
Online, F2F or via iPower	*Interconception/Pre-Conception	
Online, F2F or via iPower	Mental Health (Maternal Depression, Grief)	
Online, F2F or via iPower	Addictive Behaviors (Tobacco, Alcohol, Substance Abuse, ACE Study)	
Online, F2F or via iPower	*Fatherhood	
Online, F2F or via iPower	Infant Mental Health	
Online, F2F or via iPower	Reflective Supervision	
Online, F2F or via iPower	Safe Sleep/Co-Sleep	

KEY:

- O** Online (includes trainings received on program specific sites, & OK-TRAIN)
- iPower** Videoconferencing

ATTACHMENT N
REQUIRED TRAININGS

F2F	Face -to -Face
F2FOOS	Face -to-Face Out of State (refers to any training held outside of OK)
*	Start Right/MIECHV (HFA/PAT) Trainings not required by C1/ or provided in a different format for each discipline

ATTACHMENT O STRENGTHENING FAMILIES PROTECTIVE FACTORS INFORMATION

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

The Protective Factors Framework

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

1. Parental Resilience

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

2. Social Connections

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

3. Concrete Support in Times of Need

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

4. Knowledge of Parenting and Child Development

Accurate information about child development and appropriate expectations for

children's behavior at every age help parents see their children and youth in a positive light and promote their healthy development. Information can come from many sources, including family members as well as parent education classes and surfing the internet. Studies show information is most effective when it comes at the precise time parents need it to understand their own children. Parents who experienced harsh discipline or other negative childhood experiences may need extra help to change the parenting patterns they learned as children.

5. Social and Emotional Competence of Children

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

OKLAHOMA STATE DEPARTMENT OF HEALTH ADMINISTRATIVE PROCEDURES MANUAL

NUMBER: 1-17
TITLE: Reporting Child Abuse or Neglect
ADOPTED: April 1999
LAST REVIEWED: October 2011
RESPONSIBLE SERVICE: Administration

APPROVED:

Terry Cline, Ph.D.
Commissioner
Signature on File

I. Purpose

The purpose of this administrative procedure is to define the Oklahoma State Department of Health's (OSDH) process for reporting child abuse and/or neglect.

II. Reporting Child Abuse and/or Neglect

A. Process

As required by Title 10A of the Oklahoma Statutes, Section 1-2-101 should any OSDH employee have reason to believe that a child under the age of 18 years is a victim of abuse or neglect, as the terms are defined in Title 10A of the Oklahoma Statutes, Section 1-1-105, the following actions must be taken:

1. Utilizing the information gathered for the "Child Abuse Reporting Form," (Attachment A, ODH Form 333F) promptly contact the Oklahoma Department of Human Services Statewide Child Abuse Reporting Hotline at 1-800-522-3511.
 - a. The definition of "promptly" may vary from incident to incident depending on the severity of the abuse and/or neglect and the age or vulnerability of the child. However, all reports must be made less than 24 clock hours from the time the employee had reason to believe that the child was a victim of abuse or neglect.
 - b. If an employee has reason to believe that a child is in immediate physical danger, the employee must contact local law

enforcement in addition to making a report to the OKDHS Child Abuse Reporting Hotline.

2. Following the verbal report to the OKDHS Child Abuse Reporting Hotline, the employee should immediately complete the "Child Abuse Reporting Form," (Attachment A, ODH Form 333F) including as much information as possible. The documented information should objectively and accurately reflect the nature of the abuse and/or neglect without overstating or minimizing the incident(s).
3. The original completed "Child Abuse Reporting Form," (Attachment A, ODH Form 333F) should immediately be mailed to the OKDHS office where the child resides or where the injury occurred--whichever office seems most reasonable. The "One Week Follow-Up" Section of the "Child Abuse Reporting Form," (Attachment A, Form 333F) will be left incomplete.
4. One copy of the completed "Child Abuse Reporting Form," (Attachment A, ODH form 333F) should then be filed in the administrative section of the client child's medical record.
5. A progress note should be made stating only "ODH Form 333F completed." The progress note is to be filed in the client child's medical record in the relevant clinical service section. For example, if the child was seen in the WIC Clinic and reported by a WIC staff person, then the progress note would be filed in the WIC section of the client child's medical record.
6. If the child is not a health department client, a medical record should be opened for that child and the "Child Abuse Reporting Form," (Attachment A, ODH Form 333F) should be filed in the administrative section of that medical record.
7. A progress note should be made stating only "(Attachment A, ODH Form 333F) completed." The progress note is to be filed in the medical record in a clinical service section.
8. A separate file should be established in each county health department to contain "Child Abuse Reporting Forms," (Attachment A, ODH Form 333F) related to child abuse reports made on behalf of children whose names are not known.
9. Approximately one week after the report was made; the "One Week Follow-Up" section of the "Child Abuse Reporting Form," (Attachment A, ODH Form 333F) should be completed. The form should be returned to its appropriate place in the child client's medical record AND a copy of the completed form should be sent to:

The Oklahoma State Department of Health
The Family Support & Prevention Service
1000 Northeast Tenth Street, 7th Floor
Oklahoma City, Oklahoma 73117-1299

Please state "CONFIDENTIAL" on the outside of the envelope.

10. The person making the report is responsible for informing the immediate supervisor, and/or district supervisor, who will, in turn, advise the local county health department administrator. This notification procedure is not a substitute for making a report. According to state law, reporting is an individual responsibility and the person who suspects abuse is the person who must make the report. The legal responsibility for reporting is not satisfied by merely reporting the suspicion to a supervisor.

III. Statutory Definitions

A. Abuse

"Abuse" means harm or threatened harm or failure to protect from harm or threatened harm to the health, safety, or welfare of a child by a person responsible for the child's health, safety or welfare, including but not limited to nonaccidental physical or mental injury, sexual abuse, or sexual exploitation. Provided, however, that nothing contained in this act shall prohibit any parent from using ordinary force as a means of discipline including, but not limited to, spanking, switching, or paddling.

1. "Harm or threatened harm to the health or safety of a child" means any real or threatened physical, mental or emotional injury or damage to the body or mind that is not accidental including but not limited to sexual abuse, sexual exploitation, neglect or dependency.
2. "Sexual abuse" includes but is not limited to rape, incest, and lewd or indecent acts or proposals to a child, as defined by law, by a person responsible for the health, safety, or welfare of a child.
3. "Sexual exploitation" includes but is not limited to allowing, permitting, or encouraging a child to engage in prostitution, as defined by law, by a person responsible for the health, safety, or welfare of a child, or allowing, permitted, encouraging, or engaging in the lewd, obscene, or pornographic, as defined by law, photographing, filming, or depicting of a child in those acts by a person responsible for the health, safety, and welfare of the child.

B. Neglect

"Neglect" means:

1. The failure to provide any of the following:
 - a. Adequate nurturance and affection, food, clothing, shelter, sanitation, hygiene, or appropriate education,
 - b. Medical, dental, or behavioral health care,
 - c. Supervision or appropriate caretakers, or
 - d. Special care made necessary by the physical or mental condition of the child,
2. The failure to protect a child from exposure to any of the following:
 - a. The use, possession, sale, or manufacture of illegal drugs,
 - b. Illegal activities, or
 - c. Sexual acts or materials that are not age-appropriate, or
3. Abandonment.

IV. References

Title 10A O.S. § 1-1-105

Title 10A O.S. § 1-2-101

V. Action

The Deputy Commissioner for Community and Family Health Services is responsible for ensuring the annual review of this administrative procedure.

Family Support & Prevention Services is responsible for the annual review and revision of this administrative procedure.

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

The procedure is effective immediately as indicated.

VI. Attachments

<u>Attachments</u>	<u>Title</u>	<u>Location</u>
Attachment A	Child Abuse Reporting Form (ODH Form 333F)	Attached

OKLAHOMA STATE DEPARTMENT OF HEALTH SUSPECTED CHILD ABUSE/NEGLECT REPORT FORM

I understand that the Oklahoma State Department of Health policy requires me, as a mandated reporter, to promptly contact the Oklahoma Department of Human Services or call the statewide 24-hour hotline number (1-800-522-3511) to make a report of suspected child abuse and/or neglect in good faith and in accordance with the law of the state of Oklahoma. I understand that this form (333-F) does not replace a call to OKDHS, but is to be used to document adherence to policy, to be sent to OKDHS for hardcopy documentation, and to provide quality assurance.

This written report documents an oral report made to OKDHS on (Date) ____/____/____, (Time) ____:____ ☐ am ☐ pm
to (Person accepting the report) _____ Referral # _____.

IF THIS SITUATION POSES IMMINENT DANGER, WAS LAW ENFORCEMENT CALLED? ☐ Yes ☐ No
WAS THIS REPORT MADE ANONYMOUSLY? ☐ Yes ☐ No

Reporter Information

Reporter's Name: _____ Position/Title: _____
Phone number: _____ - _____ - _____ Fax number: _____ - _____ - _____ County: _____

E-mail address? _____

At which health department or contract agency do you work (also specify city)? _____

At the time of this incident, for which program or clinic were you working?

☐ Children First ☐ Early Intervention ☐ Immunization clinic ☐ Start Right/OCAP ☐ Well-child clinic
☐ Child Guidance ☐ Family Planning ☐ Maternity Clinic ☐ STD clinic ☐ WIC
☐ Administrative staff, multiple programs/clinics ☐ Other: _____

Child Information

Name: _____ DOB/Age: _____ Race/Ethnicity: _____ Gender: _____
Is this child physically or developmentally disabled? ☐ Yes ☐ No IF YES → Please describe: _____

Address or location of child at the time of the report? _____

Family/Caretaker Information

List each person's name and relationship to child (if known):	Age	Race/Ethnicity	Gender	Disabled? Explain:
1. Parent/Caretaker: _____	_____	_____	<input type="checkbox"/>	_____
2. Parent/Caretaker: _____	_____	_____	<input type="checkbox"/>	_____
3. Sibling/Other: _____	_____	_____	<input type="checkbox"/>	_____
4. Sibling/Other: _____	_____	_____	<input type="checkbox"/>	_____
5. Sibling/Other: _____	_____	_____	<input type="checkbox"/>	_____

What is the primary language spoken in the home? ☐ English ☐ Spanish ☐ Other (specify): _____

Home Address: _____ Telephone: _____ - _____ - _____

Alternative phone: _____ - _____ - _____

Finding Directions: _____

Out of Home Care

Is the child in out-of-home care? Check type:

☐ Unknown/Not Applicable ☐ OKDHS custody ☐ Foster family home ☐ Relative's home
☐ Childcare center or school ☐ Family friend ☐ Group home or institution ☐ Other: _____

Address: _____ Telephone: _____ - _____ - _____

Alternative phone: _____ - _____ - _____

Who are the person(s) responsible for the child at this location? _____

Name of school or childcare/daycare center: _____

Incident Information

Please classify the type(s) of suspected maltreatment you are reporting (check all that apply):

☐ Physical abuse ☐ Sexual abuse ☐ Emotional or psychological abuse ☐ Neglect

Is domestic or intimate partner violence in the home?

☐ Yes: _____ ☐ No ☐ Unknown

Is alcohol or a controlled dangerous substance involved?

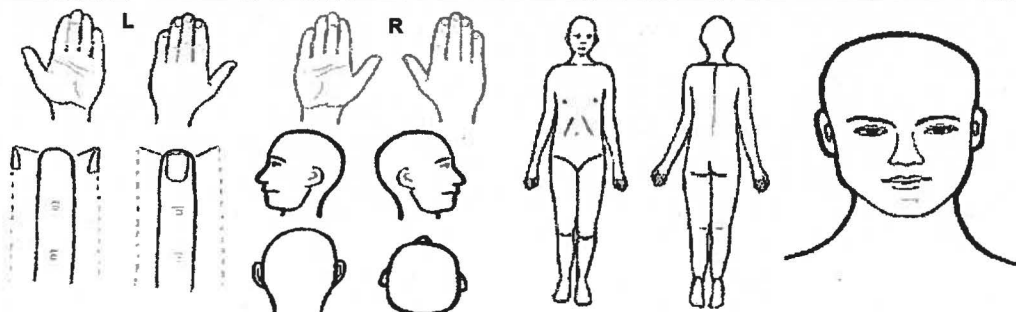
☐ Yes: _____ ☐ No ☐ Unknown

Are there dangers in the home (i.e. dogs, weapons, meth lab, etc.)?

☐ Yes: _____ ☐ No ☐ Unknown

Incident Information, continued

Please describe the nature and extent of the child's injuries, neglect or endangered condition (indicate sites on body map):



Alleged types and/or indicators of suspected maltreatment; check all that apply. (Note: This is not an exhaustive list)

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Abrasions/laceration | <input type="checkbox"/> Exposure to domestic violence | <input type="checkbox"/> Inadequate clothing | <input type="checkbox"/> Substance abuse by caretaker |
| <input type="checkbox"/> Age-inappropriate sexual behavior | <input type="checkbox"/> Failure to obtain medical attention | <input type="checkbox"/> Inadequate or dangerous shelter | <input type="checkbox"/> Threat of harm |
| <input type="checkbox"/> Bite marks | <input type="checkbox"/> Failure to protect | <input type="checkbox"/> Inadequate physical care | <input type="checkbox"/> Vaginal penetration/intercourse |
| <input type="checkbox"/> Bone fracture (not skull) | <input type="checkbox"/> Failure to provide adequate nutrition | <input type="checkbox"/> Lack of supervision | <input type="checkbox"/> Wounds/cuts/punctures |
| <input type="checkbox"/> Bruises/welts | <input type="checkbox"/> Failure to thrive | <input type="checkbox"/> Mental trauma | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Burns/scalds | <input type="checkbox"/> Fondling | <input type="checkbox"/> Pornography | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Exposure to adult sexuality | <input type="checkbox"/> Head trauma | <input type="checkbox"/> Skull fracture | <input type="checkbox"/> Other: _____ |

Identify any child or adult who gave an explanation of the child's injury/condition and the date; What did the child or adult say happened?

How do you know this child? How long have you known him/her? When did you last see the child, and what was his/her condition? Does the child have any injuries now?

When did the incident occur (time, date, location)? Did you witness the incident?

Other pertinent information, including the name and address of others who may be willing to provide information about this case:

One Week Follow-Up

DHS Caseworker: _____ Phone number: _____ - _____ - _____ County: _____

Was this report: ☐ Accepted ☐ Screened out ☐ Don't know

Was this report assigned for: ☐ Investigation ☐ Assessment ☐ No ☐ Don't know

What priority was assigned by DHS (if known)? ☐ Priority 1 (urgent) ☐ Priority 2

Notes: _____

Have you had any problems or concerns interfacing with the local OKDHS / child welfare agency in making this report?

☐ Yes ☐ No → If YES please describe: _____

Reporter's Signature: _____ Today's date: _____ / _____ / _____

Instructions
ODH Form 333F
Suspected Child Abuse/Neglect Report Form

Purpose:

To comply with OSDH Policy and Procedure regarding mandated reported of suspected child abuse and/or neglect (child maltreatment)

NOT ALL INFORMATION MAY BE KNOWN. PLEASE INCLUDE AS MUCH INFORMATION AS POSSIBLE.

REFERRAL INFORMATION:

Date: Enter the date the oral report was made in (mm/dd/yyyy) format

Time: Enter the time the call was made to the DHS office.

TO: Enter the name of the person at DHS who accepted the report.

Referral Number: Ask for a referral number for this report and enter the number in the space provided (**this is a critical piece of information for follow-up**).

Imminent Danger: Indicate by checking yes or no if the child is in imminent danger based on your assessment.

Anonymous Report: Indicate by checking yes or no if the reporter made this report to OKDHS anonymously (did not give his/her name). **If the report was made anonymously, the reporter will not be able to obtain the follow-up information.**

REPORTER INFORMATION:

Reporter's Name: Enter the name of the person making the report.

Position/Title: Enter the name of title of the person making the report.

Phone/Fax Number: Enter the phone number and fax number of the person making the report.

County: Enter the name of the County in which the person making the report resides.

E-mail address: Enter the e-mail address of the person making the report if applicable.

County Health Department: Enter the name of the County Health Department or contract agency where the person who made the report is employed and the name of the city in which he/she works.

Program: Indicate which clinic the person making the report was working at the time of the incident.

CHILD VICTIM INFORMATION:

Name: Enter the name of the child to whom the suspected maltreatment

DOB/Age: Enter the DOB of the child if known, or if the DOB is not known, enter the age (or approximate age if not known) of the child. If approximating, please write an "A" after the age.

Race/Ethnicity: Enter the race of the child if known

Gender: Enter the gender of the child

Developmental Disability: Check the box to indicate if the child is disabled. If the child has a disability, specify the type of disability if known or describe the disability.

FAMILY/CARETAKER INFORMATION:

Parent/Caretaker: Enter the name of the parent or caretaker for this child and their relationship to the child. Enter the age, race and gender for each caretaker. If the caretaker is disabled in any way, explain the disability in the space provided.

Sibling: Enter the name (this includes step brother/s and step sister/s), age, race, and gender of each sibling. If the sibling is disabled in any way, explain the disability in the space provided.

Primary Language: Indicate the primary language spoken in the home, if the primary language is not English or Spanish, check other and enter the primary language in the space provided.

Home Address: Enter the mailing address where the child resides.

Telephone: Enter the phone number including area code where the caretaker can be reached.

Finding Directions: Enter the specific finding directions to the caretaker's residence. Be specific.

Alternative Phone Number: Enter another phone number where the caretaker can be reached.

OUT OF HOME CARE

Out of Home Care Type: Indicate the type of "out of home care" by checking the appropriate box. If the type of care is not listed, check other and specify the type of care in the space provided.

Home Address: Enter the "out of home care" facility mailing address.

Telephone: Enter the "out of home care" facility phone number including area code.

Finding Directions: Enter the "out of home care" facility finding directions.

Alternative Phone Number: Enter an alternate number for the "out of home care" facility if available.

Name of school or childcare/daycare center: Enter the name of the daycare center or childcare center the child/ren attend.

INCIDENT INFORMATION

NOTE: If Additional space is needed, document on plain paper or on a progress note and attach to 333F.

Types of maltreatment: Indicate the type of maltreatment by checking the appropriate box for each type of maltreatment that applies.

Domestic or Intimate Partner Violence: If domestic violence or intimate partner violence is occurring in the home check yes and specify the type of violence (ex. throwing items, threatened with weapon, use of weapon in domestic dispute)

Alcohol or controlled substance: If alcohol or controlled substances were present regarding this incident, check yes. In the space provided specify any significant information regarding the use of these items.

Danger to a worker: If there are circumstances that may put a caseworker at risk for harm when providing a home visit check yes. In the space provided specify the type of potential danger (i.e. dogs, weapons, potential meth lab)

Describe the nature of incident: In the space provided give detailed information to explain what you saw, heard, and smelled, etc. and indicate on the body map any injuries noted.

Alleged types of abuse: Check the appropriate box/es to indicate the type/s of suspected maltreatment. If there are any types of maltreatment not listed check other and specify in the space provided the specific type of maltreatment.

Explanation by any child or adult: In the space provided, document the child or adult's explanation of the incident and specify who gave the information. If the child has any injuries now, explain this also.

Incident time: In the space provided document the time (use military time or be sure to indicate am or pm), if the specific time is not known indicate if the incident occurred in the am or pm. Document the date (mm/dd/yyyy) the incident occurred if known. Document the location in which the incident took place (ex. child's home, _____ Park, maternal grandmother's home).

Other Information: Document any other pertinent information not yet specified.

ONE-WEEK FOLLOW-UP

DHS Caseworker: Enter the name of the caseworker assigned to this case:

Phone Number: Enter the phone number where the caseworker can be reached.

County: Enter the name of the county where the caseworker is headquartered.

Report: Indicate the status of the report as accepted, screened out, or don't know

Assigned: If the report was accepted, indicate what occurred by checking the appropriate box.

Priority: Check the appropriate box to indicate if a priority was assigned to this report.

Notes: document any significant information obtained in the space provided.

Difficulties with OKDHS: Check yes if there were any problems interfacing with DHS regarding this case. In the space provided specify the type of problem.

Reporter's Signature: Sign your name and title in the space provided.

Today's date: Enter the date (mm/dd/yyyy) the report was made to OKDHS.

**ATTACHMENT Q
MINIMUM SERVICE NUMBERS**

Formula:

- Number of families x 46 weeks of service x 75% completion rate
- i.e.: 15 families x 46 weeks x .75 = 518 home visits per year
- Contractors are not limited to these minimums

Proposed Funding Amount	Proposed Minimum Number of Families to Receive a Home Visit Per Week/Year	Proposed Number of Completed Home Visits Per Fiscal Year
\$150,000	15/40	518
\$175,000	18/46	621
\$200,000	20/53	690
\$225,000	23/60	794
\$250,000	25/66	863
\$275,000	28/73	966
\$300,000	30/80	1,035
\$325,000	33/86	1,139
\$350,000	35/93	1,208
\$375,000	38/100	1,311
\$400,000	40/106	1,380
\$425,000	43/113	1,484
\$450,000	45/120	1,553
\$475,000	48/126	1,656
\$500,000	50/133	1,725

ATTACHMENT R
SAMPLE

**OKLAHOMA STATE DEPARTMENT OF HEALTH
COMMUNITY AND FAMILY HEALTH SERVICES
FAMILY SUPPORT AND PREVENTION SERVICE
MIECHV PROGRAM
PROPOSED SUMMARY BUDGET**

Bidder Name: _____ Date: _____

Bidder Contact: _____ Phone: _____

Bidder Address: _____

Requested Dollar Amount: \$ _____

Summary Budget Request:

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