



**State of Oklahoma
Department of Central Services
Central Purchasing**

Solicitation

1. **Solicitation #:** 8300000994

2. **Solicitation Issue Date:** October 23, 2009

3. **Brief Description of Requirement:**

Solicitation to develop and provide services to families and children in identified rural counties that are at high risk of abuse and neglect .

4. **Response Due Date¹:** November 12, 2009

Time: 3:00 PM CST/CDT

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

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

U.S. Postal Delivery:

Department of Central Services, Central
Purchasing
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:** OK Dept. of Human Services

8. **Contracting Officer:**

Name: Irene Bowman
Phone: (405) 521-4058
Email: Irene_Bowman@dcs.state.ok.us

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



**State of Oklahoma
Department of Central Services
Central Purchasing**

Responding Bidder Information

*"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.*

1. RE: Solicitation # 8300000994

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 Permit¹:

☐ 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.state.ok.us or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

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

☐ YES – include a certificate of insurance with the bid

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

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/fagbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/documents/WorkersComp.pdf>



State of Oklahoma
Department of Central Services
Central Purchasing Division

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

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: 8300000994

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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A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.2. Bid Submission

- A.2.1.** Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed "Responding Bidder Information", DCS-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2.** Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

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

A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at the Department of Central Services, Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Bids Subject to Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.8. Late Bids

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

A.9. Legal Contract

- A.9.1.** Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

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

A.11. Manufacturers' Name and Approved Equivalents

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

explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

A.13. Rejection of Bid

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

A.14. Award of Contract

- A.14.1.** The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" (www.ok.gov/OSF/documents/osfvend.pdf). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (www.irs.gov/pub/irs-pdf/fw8ben.pdf). Failure to do so may delay contract award.

A.15. Contract Modification

- A.15.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.17. Invoicing and Payment

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §41.4a and 62 O.S. §41.4b.

A.18. Tax Exemption

Purchases by the State of Oklahoma are exempt from Oklahoma sales or use taxes and Federal excise tax. The Central Purchasing Division shall furnish tax exemption certificates upon written request.

A.19. Audit and Records Clause

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of three years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

A.20. Non-Appropriation Clause

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

A.21. Choice of Law

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

A.22. Choice of Venue

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

A.23. Termination for Cause

- A.23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.24.1.** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

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

A.26. Employment relationship

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

A.27. Compliance with applicable laws

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

A.28. Special Provisions

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

- B. SPECIAL PROVISIONS**
- C. SOLICITATION SPECIFICATIONS**
- D. EVALUATION**
- E. INSTRUCTIONS TO SUPPLIER**
- F. BASIS FOR CONTRACT AWARD**
- G. CHECKLIST**
- H. OTHER**
- I. PRICE AND COST**

B. SPECIAL PROVISIONS

B.1 Faith Based Suppliers

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

B.2 Supplier Preclusion

Suppliers that have provided any consulting services or technical assistance that resulted in any specifications or concepts in this Solicitation, either directly or indirectly, are precluded from the award of such contract. Suppliers are also precluded from securing a Sub-Supplier that has provided such services.

B.3 Contract Period

This contract shall begin on Date of award and end on 9-30-10. However, the amount and time of award may be adjusted as necessary. OKDHS shall have the option to renew this contract for three additional twelve-month periods with the same terms and conditions contained herein. Renewal is dependent upon the Supplier successfully executing all of the terms and conditions of the contract, and a positive recommendation for renewal by the evaluator of the program. Oklahoma Department of Human Services (OKDHS) is under no obligation to renew a contract if Supplier's performance is assessed to be unsatisfactory, not meeting the requirements of the evaluation, or if program changes are necessary. RFP responses must include budgets and budget narratives for providing this same level of service for years two, three and four within the limits specified in B.5.

B.4 Approval

The contract is subject to the written approval of DCS and shall not be binding until approved.

B.5 Available Funds

Including both direct and indirect costs, the total amount of funds for year one is \$155,000, year two, \$190,000, year three, \$190,000 and year four \$190,000. No additional costs will be paid.

B.6 Claims for Reimbursement

Supplier will invoice OKDHS on a monthly basis for services. Claims for reimbursement of services shall be submitted within 90 calendar days of the provision of services. The Supplier will provide detailed documentation of each transaction fee to support requests for reimbursement. Supporting encumbrances may be canceled upon a lapse of six months from the actual provision of services. OKDHS will have 45 days from presentation of a proper invoice to issue payment to the Supplier.

If OKDHS finds that an overpayment or underpayment has been made to the Supplier, OKDHS may adjust any subsequent payments to the Supplier to correct the account. A written explanation of the adjustment will be issued to the Supplier by OKDHS.

The Supplier must not contract with any other State or Federal funding sources where funds received pay for the same services delivered to the same service recipients during the same period of time as those funded through this Contract. This provision does not preclude the Supplier from receiving funds from other sources for services beyond the scope of this Contract.

B.7 Subcontracting

The service to be performed under this contract shall not be subcontracted, in whole or in part, to any other person or entity without the written consent of OKDHS. The terms of this contract and such additional terms as OKDHS may require shall be included in any approved subcontract and approval of any subcontract shall not relieve Supplier of any responsibility for performance under this contract.

B.8 Travel

Travel expenses incurred by the Supplier pursuant to this contract shall be included in the total amount of the contract award and will not be in excess of the rates established by the Oklahoma State Travel Reimbursement Act unless stated otherwise specifically in this Solicitation.

B.9 Unavailability of Funding

OKDHS cannot guarantee the continued availability of funding for this contract, notwithstanding the consideration stated herein. In the event funds to finance this Contract become unavailable, either in full or in part, due to insufficient funding, DCS may terminate the contract, or reduce the contract consideration, upon notice in writing to Supplier. OKDHS shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice, provided, that the funding adjustments stated in this paragraph shall not apply to payments made for services satisfactorily completed prior to the effective date of the termination or reduction. In the event of a reduction in Contract consideration, Supplier may work with OKDHS to reduce the Scope of Work proportionately or cancel this contract as of the effective date of the proposed reduction, upon advance written notice to OKDHS. Both parties shall make a good faith effort to reach mutual agreement on reasonable phase-out costs upon notice of termination or reduction of contract.

B.10 Confidential information

Supplier recognizes that OKDHS has and will have agency and client information, ("Information") which are confidential and need to be protected from improper disclosure. Supplier agrees that Supplier, any employees of Supplier, or any agents of Supplier will not at any time or in any manner, either directly or indirectly, use any Information for Supplier's own benefit or divulge, disclose, or communicate in any manner any Information to any third party. With the prior written consent of OKDHS, such Information may be released to authorized third parties. Supplier will protect the Information and treat it as strictly confidential. This includes, but is not limited to, total compliance with the Privacy Act of 1974, Public Law 93-579, 5 US Code 552a.

B.11 Equipment

Any equipment or other tangible materials directly and/or specifically purchased with funds provided through this contract and previously approved for said purchase by OKDHS shall remain/become the property of the State of Oklahoma and shall be held, maintained, and insured by the Supplier for the benefit of OKDHS. Upon termination or cancellation of the contract, for any reason, OKDHS may demand the delivery/return of such equipment or materials at the Supplier's sole cost and expense. The Supplier shall notify OKDHS prior to relocation or substantial alteration of such equipment or materials.

B.12 Conflict of interest

All Suppliers must disclose any contractual relationship or any other contact with any state personnel, Supplier or SubSupplier involved in the development of the Supplier's response to the solicitation resulting in this contract. Any conflict of interest shall, at the sole discretion of OKDHS, be grounds for rejection of the response or termination of this contract.

In addition to any requirements of law or through a professional code of ethics or conduct, Supplier is required to disclose any outside activities or interests that conflict or may conflict with the best interests of OKDHS or the State of Oklahoma. Further, Supplier shall not plan, prepare or engage in any activity that conflicts or may conflict with the best interests of OKDHS or the State of Oklahoma during the period of this agreement without prior written approval of OKDHS. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with OKDHS.

B.13 Audit

Suppliers employing two or more individuals to supply services through a contract that expends in excess of \$500,000 or more in a year in federal funds must have a certified independent audit conducted in accordance with Government Auditing Standards and OMB Circular A-133.

Suppliers that receive in excess of \$50,000 per year in state or federal funds must have a certified independent audit of its entire operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and the report shall include a Supplementary Schedule of State Awards listing all state revenues and expenditures by contract and a Supplementary Schedule of

Revenue and Expenditures by function and funding source. The certified independent audit must cover the period for which the contract was in effect.

A certified public accountant or public accountant who has a valid and current permit to practice accountancy must perform the audit. OKDHS retains the right to examine the work papers of said auditor.

The Supplier must submit two (2) copies of the annual audit to the Office of Inspector General, P. O. Box 25352, Oklahoma City, Oklahoma 73125 along with a copy of the management letter and a response to any audit findings within 90 days of the conclusion of the Supplier's fiscal year.

At the request of the State of Oklahoma the Supplier will provide books, records, documents, accounting procedures, practices or any other item relevant to the contract for examination.

B.14.1 Information Security Requirements

Supplier shall comply with Federal Information Processing Standards (FIPS 200) and Oklahoma State Information Security Policy, Procedures, and Guidelines to ensure security controls for information systems meet the minimum security requirements.

Supplier will follow specified minimum security requirements and implement a suitable set of controls, which consists of a combination of policies, practices, procedures, organizational structures, and technology functions. These controls must protect information from unauthorized access, use, disclosure, disruption, modification, duplication, diversion, or destruction – whether accidental or intentional – in order to maintain confidentiality, integrity, and availability.

Access to all OKDHS information must be limited, based on a least-privilege approach and a need-to-know basis. Authorized user access shall be limited to only information necessary for the performance of required tasks.

References:

Oklahoma State Information Security Policy, Procedures, and Guidelines found at <http://www.ok.gov/OSF/CORE/Security/index.html>

Federal Information Processing Standards (FIPS 200) found at <http://csrc.nist.gov/publications/PubsFIPS.html>

B.14.2 Breach of Security Disclosure

In addition to the Oklahoma State Information Security Policy, Procedures, and Guidelines, Supplier must disclose, within 10 business days after discovery or notification, any breach of the security of encrypted or unencrypted OKDHS Information.

Breach of Security Disclosure must be made to the OKDHS Information Security Office in the most expedient time possible and without unreasonable delay. Supplier shall deliver the Breach of Security Disclosure post-mortem, citing: reason; source; affected records; and mitigation plan or action.

B.14.3 Personnel and Background Checks

In addition to the Oklahoma State Information Security Policy, Procedures, and Guidelines, Supplier must perform required background investigation of all applicable personnel and shall certify that all individuals who will be involved in this Contract have cleared the background investigation. Refer to Section D.3.4.

Supplier must complete the OKDHS Logon Authorization Request for Non-OKDHS Employees, Form 05SC004E (MID-1-A), for every individual that requires access to OKDHS information systems.

Supplier must complete the OKDHS Employee and Non-Employee Acknowledgement Confidentiality Form 05AD133E (ADM-133), for every individual that requires access to OKDHS information and information systems.

B.14.4 Protected Health Information

Supplier shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160, 162 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 if the data they are hosting, storing, accessing, utilizing, managing, or manipulating contain electronic Protected Health Information (ePHI.).

Supplier will sign and adhere to an OKDHS Business Associate Agreement. The Business Associate Agreement provides for satisfactory assurances that Supplier will use the information only for the purposes for which it was engaged. Supplier agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract.

B.14.5 Auditing and compliance

The OKDHS Information Security Office may, at its discretion, audit Supplier for information security compliance as it pertains to this contract. Supplier must supply corrective action plans for non-compliant audit findings within 30 business days from the receipt of the final audit report from OKDHS. Failure to comply with these requirements may result in funding being withheld from Supplier and/or full audit and inspection of Supplier's security compliance as it pertains to this contract.

C. SOLICITATION SPECIFICATIONS

C.1 Objective

The objective of this solicitation is to receive proposals from qualified Suppliers to provide services to caregivers with children identified at high risk of child abuse and neglect, including, but not limited to, families with young children (at least one under 6 years of age) where parental drug and/or alcohol abuse, mental illness, mental and/or physical disability or domestic abuse are an issue. All service activities are designed to support the outcome of safety, permanency, and well being of Oklahoma's children.

A. Safety

1. Children are, first and foremost, protected from abuse and neglect.
2. Children are safely maintained in their own homes whenever possible.

B. Permanency

Children will have permanency and stability in their living situations.

C. Child and Family Well-Being

1. Families have enhanced capacity to provide for their children's needs.
2. Children receive appropriate services to meet their educational needs.
3. Children receive adequate services to meet their physical and mental health needs.

Additional expectations include the participation and cooperation of the Supplier in the evaluation process which will include the timely collection and submission of data, active participation in training activities, and ongoing examination of the adherence of the service providers to the service model.

C.2 DEFINITIONS

CFSD – Children & Families Services Division of the OKDHS

CPS – Child Protective Services

CW – Child Welfare

CHBS – Comprehensive Home Based Services

DCS - Oklahoma Department of Central Services

OKDHS - Oklahoma Department of Human Services

DMHSAS - Department of Mental Health and Substance Abuse Services

TANF - Temporary Assistance for Needy Families

FSD - Family Support Division

OUHSC – Oklahoma University Health Sciences Center

SAFECARE - An ecobehavioral program model which is patterned after Project 12-Ways developed by John Lutzker, Ph.D. SAFECARE+ addresses parent-child bonding, home safety and cleanliness, and child health.

SAFECARE+ - The SAFECARE+ program with additional services: Motivational Interviewing, Safety Planning, Violence Prevention, and Problem Solving. These additional services are utilized to target risk factors.

Control Group (Comparison Condition) – In the evaluation of SAFECARE+, the control group is the service program to which SAFECARE+ is being compared. The comparison service must be distinct from SAFECARE+. The comparison condition would be what program or service the family would receive in the area if SAFECARE+ was not available.

Services as Usual (SAU) – This is the services of the control group. "Services as Usual" are the services currently provided in the area to families who would qualify for the SafeCare+ services.

Independent Evaluator - Agency who is under contract with the Oklahoma Department of Human Services to evaluate the feasibility, quality, and outcome of the SafeCare+ services in rural Oklahoma. The Independent Evaluator must be separate (in terms of administration and organization) from the agency providing SafeCare+ and SAU services.

Evaluation Team: Team of personnel involved in the Independent Evaluator efforts under contract with the Oklahoma Department of Human Services.

C.3 Scope of Work

1. Service Area:

The service area is defined by the county(ies) having primarily a rural and non-metropolitan population. The supplier may propose providing services to more than one adjacent county to enhance the number of families served. However, all participating counties must have predominately rural population.

Documentation of a plan to access the four key service resources listed below for families receiving SafeCare+ services is required. If the services are not available in the proposed county, documentation on how the services will be readily accessed outside of the county is required. Documenting established relationships with the agencies will enhance the competitiveness of the proposal.

- i)* Substance abuse treatment programs, including at least one residential treatment facility and at least one outpatient or self-help program;
- ii)* Domestic violence shelter or service program;
- iii)* Community mental health center or satellite clinic; and
- iv)* Services to meet the needs of adults with physical or developmental disabilities.

The following are the list of counties NOT eligible for the service program due to urban population and metropolitan designation.

- 1. Oklahoma
- 2. Tulsa
- 3. Cleveland
- 4. Comanche

2. Clients to Be Served By the High Risk Prevention Program (Target Population)

The service model to be tested in this high risk pilot project will be designed to serve client families who meet specific criteria consistent with a high risk for child maltreatment. The inclusion criteria for clients served by this program are as follows:

- (a) Client families who do not currently have an open CW case or a CW report under assessment or investigation at OKDHS and are not currently receiving services from a CFSD Supplier on the basis of a prior child abuse or neglect referral (e.g., CHBS, Parent Aide). Families who do not have an open CW case or a CW report under assessment or investigation and who request services from OKDHS may be referred to the program.
- (b) Client families who do not have a history of more than two prior child abuse or neglect referrals accepted for a CW assessment or CW investigation by OKDHS.
- (c) Client families have at least one of the following conditions:
 - i) A caregiving parent or other primary caretaker who has an active substance abuse disorder (i.e., alcohol or drug abuse or dependence, not including caffeine or nicotine abuse or dependence); or
 - ii) A history of domestic (i.e., partner) violence in the home within the past six months; or
 - iii) A caregiving parent or other primary caretaker who is diagnosed with a DSM Axis I major mood disorder (i.e., major depression or bipolar disorder) or psychotic disorder (e.g., schizophrenia); or
 - iv) A caregiving parent or other primary caretaker who has a physical disability or developmental disability resulting in impaired parenting; or
 - v) Combination of any of the above mentioned conditions; and
- (d) The family has at least one child under six years of age in the home.

3. Referral Process

The service program must document referral linkages originating from key sectors, in their local community. Documentation must include estimates of the number of families meeting inclusion criteria who are currently being referred to the agency from key sectors (listed below) as well as letters of commitment from the key sectors assuring that the sector will provide referrals to the pilot project during the contract period if the Supplier is funded. Realistic estimates must be provided of the number of referrals meeting inclusion criteria which are anticipated from each sector, the total number of referrals estimated from all sectors, and the demographic, socioeconomic and cultural composition of the anticipated total referral population. Where applicable, commitment from key sectors to accept referrals from the pilot project would also be desirable.

- (a) Referral linkages originating from the following key community sectors are required for all suppliers. All suppliers must show documented commitment from these sectors to provide referrals to the project. Services in geographic and administrative service areas where these resources are currently in place are required:
 - i) Local substance abuse treatment programs, desirable to include access to at least one residential treatment facility and at least one outpatient or self-help program
 - ii) A local domestic violence shelter or service program
 - iii) A local community mental health center or satellite clinic
- (b) Letters of commitment from the following additional key sectors are not required, but are considered desirable and will elevate the Suppliers score:
 - i) Hospitals and emergency health services
 - ii) Pediatricians offices or other health centers
 - iii) Local drug court
 - iv) Schools, Head Start and Sooner Start programs
 - v) Local Children's First, Healthy Families, or other child abuse prevention programs
 - vi) OKDHS Divisions having contact with the target population (Children and Family Service Division, Family Support Division, etc.)
 - vii) State Health Department programs having contact with the target population (Children's First, Guidance Centers, Clinics, etc.)
 - viii) Tribes and tribal programs
 - ix) Community programs that assist families with basic needs, such as food, clothing, shelter
 - x) Programs to assist families with housing needs
 - xi) Law enforcement

4. Program Relationship to Any Other Supplier Services

The goal of this pilot project is to evaluate the feasibility and effectiveness of the SAFECARE+ protocol with a specific population: rural and high risk. Therefore, it is critical for suppliers to understand that the pilot project must strictly and exclusively follow the SAFECARE+ service protocol and remain distinct from other potentially similar program.

- The pilot project must not be used as a supplement for funding any existing similar services or programs, and must not be folded into other similar service programs or models or used to expand or enhance similar services or programs.
- Supplier agencies that operate similar services must describe how they will keep the pilot project distinct, independent and separate from the similar services they operate (administratively, in their staffing plan, and in their training and supervision as well as in their services). If suppliers operate similar services currently seeing clients meeting pilot project inclusion criteria, they must describe how future clients meeting pilot project inclusion criteria will be separated out from the current similar services and directed into the pilot project, and how there will not be content or programmatic overlap between the current similar services and the pilot project. However, suppliers providing services with which the pilot project must closely collaborate (i.e., drug treatment services, domestic violence services, services for individuals with mood or major psychiatric disorders, etc.) would be expected to have staff or programmatic overlap.

5. Staff Training and Service Monitoring

Supplier will cooperate with the project training and service monitoring plan. The supplier must indicate that they will (a) facilitate coordinating the initial and follow up training, (b) attend and actively participate in all trainings, (c) facilitate regularly (at least two times a month) scheduling the ongoing consultation of the providers which will include observations of home based services, and (d) coordinate group consultation with the consultants in SafeCare, Motivational Interviewing, domestic violence, mental illness, substance abuse, and other areas. In addition, stronger applications will include examples and evidence that the agency has successfully been trained and implemented evidence-based treatments and have successfully worked with expert trainers in observing home-based services. Initial training in the SAFECARE+ model will be provided through the independent evaluator. All project staff shall be available for approximately 70 - 80 hours of direct face-to-face initial training as well as periodic refresher trainings. In addition, there will be extensive ongoing training and consultation. Supplier must understand that members of the evaluation team will conduct site visits, including accompanying project staff on home visits (2-4 times a month), if appropriate client consent is obtained, in order to assure protocol implementation fidelity, and must cooperate fully with the evaluation team in these activities. Supplier must budget for staff training time.

Supplier need not budget for training expenses or protocol materials for year one, but will need to budget for these items in subsequent years. It is expected that additional training costs will be approximately \$10,000 for year two, \$10,000 for year three, and \$10,000 for year four.

6. Cooperation with Outcome Evaluation

Supplier program staff will cooperate fully with the evaluation team in collecting project evaluation data from clients as well as agency administrative and cost data. The independent evaluator will provide all necessary forms and instruments for the evaluation as well as training and technical assistance.

- Identification of lead data collector. Suppliers must identify a staff position (either full or part-time, and either existing or to be hired) responsible for collecting all data and forwarding it to the independent evaluator. Client data collection activities include explaining the evaluation to clients, obtaining written informed consent for the evaluation, administering computerized assessment, and assisting clients in completing the assessment. The data collector needs to be able to track families over time for follow up data collection. The Supplier's data collection staff member shall be available to participate in 40 hours of data collection training, must budget for training time, and assure that the data collector will be available for periodic monitoring and refresher training as needed.
- Data collection process. Data will be collected from clients who volunteer to participate in the evaluation. Data will be collected at three points in time: (1) at program enrollment, (2) at program completion or six months after the enrollment data collection for those who drop out of the program, and (3) at six months after that. Suppliers must describe what proactive steps they will take to maintain accurate contact information on clients throughout their involvement in the program, how they will locate and collect data

from clients who dropout or discontinue services, and how they will insure timely collection of post-intervention data. Technical assistance in developing a tracking plan is available from the independent evaluator. Suppliers must budget for costs associated with the data collection staff member's travel to the client's home for data collection.

(c) Administrative data. Supplier must collect the following administrative data for the project and provide a monthly report to the OKDHS Programs Manager on this data.

- i) Number of clients referred, with basic demographic information including ethnicity, age of family members, marital status, family composition, education, and family income;
- ii) Number of clients served, dates of service enrollment and termination for each family served;
- iii) Number of face-to-face contact hours for each family served;
- iv) Name of service provider for each family;
- v) Number of families not accepted into the program, reasons why families were not accepted;
- vi) Number and type of outside referrals made on each family, including families not accepted into the project;
- vii) Amount of special funding provided,
- viii) Dates of the pre-service, post services, and follow up evaluations
- ix) Progress of families receiving SAFECARE+ and
- x) Any other available data requested by the independent evaluator or OKDHS programs manager.

(d) Cost data. Supplier shall report data on the direct service costs and overhead costs per hour of service actually delivered. Amounts and purpose of individual expenditures from the client assistance fund must be reported, and suppliers must describe a system of adequate financial controls for the client assistance fund. This data must be reported monthly.

7. Specification of Comparison Services

In order to interpret the results of the outcome evaluation, it is imperative that the evaluation includes group comparisons. Suppliers must present a plan for defining a comparison or control group for their pilot project and collecting data from that comparison or control population. Note that suppliers must budget for sufficient data collection staffing in order to track clients and collect evaluation data from both pilot project clients and comparison clients.

The design of the evaluation is a randomized controlled trial. Clients who consent to the research and otherwise qualify for the program and study would be randomly assigned to SafeCare+ or to "Services as Usual". The suppliers must define what "Services as Usual" is in their community. The Services as Usual are the services currently in the county area to be served that would be available to families who would otherwise qualify for SafeCare+ services (that is, services for families with children ages 5 years or under and the caregiver has concerns in domestic violence, substance abuse, and/or mental illness). Services as Usual are the services that are currently being provided to families who meet the criteria as specified in C.3. This may include services from the local community mental health agency or other service agency. The Supplier can choose one of two ways of designating the Services as Usual: (a) the supplier agency provide both SafeCare+ and Services as Usual OR (b) the supplier agency provide SafeCare+ and another agency in the community provide the Services as usual. This is explained more thoroughly below.

The Supplier may be the agency who is currently providing "Services as Usual" in the community. If so, clients enrolled in the evaluation will be randomly assigned to receive either SafeCare+ or their current service model, both operated by the Supplier agency at a single site. If this approach is selected, the Supplier must demonstrate that they can recruit a large number of target families into one agency site, that they have the capability to implement two sizable approaches at the same site, and show how the two service models will be independent and distinct. The comparison service model (i.e., services as usual) must be well described in the application and must not have significant overlap in content and approach with SAFECARE+. Examples of documentation to support include (a) documenting the number of families who would qualify for this program the agency already serves each year, (b) document the methods of communication and commitment to cooperate with all evaluation procedures developed by the Independent Evaluator and to collect and provide required data, and (c) document how the agencies plan to keep contact with families who agree to participate in the evaluation in order to collect follow up data.

The Services as Usual for the community may be provided at a site other than the Supplier. In this case, clients enrolled in the evaluation would be randomly assigned to either the SafeCare+ group at the Supplier agency or

to "Services as Usual" (the control condition) at an outside agency or separate site of the same agency. The comparison service model (i.e., services as usual) must be well described in the application and must not have significant overlap in content and approach with SAFECARE+. If this approach is selected, the Supplier must take care to demonstrate that they can recruit a large number of target families, that the assignment to SafeCare+ (pilot) or Services as Usual (Comparison group) service sites is feasible for clients, and demonstrate how the two service models will be distinct. If the comparison group will be served at an administratively separate agency, documentation must be provided showing the commitment of that agency to cooperate with the evaluation and provide data. The outside agency involved may be included as a sub Supplier in the Supplier's budget. The Supplier must describe a plan for how the Supplier's data collector will track clients and collect comparison group data in ways comparable to how pilot group data is collected. Examples of documentation to support include (a) documenting the number of families who would qualify for this program the agency already serves each year, (b) documenting the number of families who would qualify for this program the other agency already serves each year, (c) documenting the ways that the two agencies already collaborates on projects and services, (d) document the methods of communication and commitment to cooperate with all evaluation procedures developed by the Independent Evaluator and to collect and provide required data, and (e) document how the agencies plan to keep contact with families who agree to participate in the evaluation in order to collect follow up data.

8. Implementing the SAFECARE+ Model

- (a) Protocol content. The SAFECARE+ model is an in-home service protocol, based upon behavioral theory and emphasizing skill training to criteria, behavioral practice and addressing overall family ecology. The modules involved in the protocol include but are not limited to child health, home safety and cleanliness, parent-child bonding, and parent-child interaction. Detailed training in the model will be provided to staff by the independent evaluator. For this pilot project, the model will be expanded to include problem solving, motivational interviewing approaches to enhance commitment to change risk factors, and violence prevention skills and safety planning protocols to address domestic violence situations.
- (b) Amount of client contact. The protocol involves direct in-home contact with families 1-3 times weekly for 6 months. More frequent contacts may occur early on with each family, and less frequent contacts later on. Suppliers must plan for conducting an average of 40 home visits with each family (direct face-to-face contact) completing the SafeCare+ pilot program.
- (c) Caseloads. The protocol is designed to be implemented by Bachelor's level staff or higher. Each home based service provider must have an active caseload of no more than 12-14 families at one time, understanding that some families will be near closing and seen less frequently.
- (d) Travel. Suppliers must budget for adequate staffs travel commensurate with the anticipated number of home visits.
- (e) Equipment. Suppliers will have available or budget for a portable television/DVD to be utilized during home visits. This can be met by the home based providers having lap top computers with DVD players that can be used in the homes.
- (f) Client assistance fund. Suppliers must budget a minimum of \$250, but no more than \$400 per family to be served to be used as a client assistance fund. This fund will support staff-directed expenditures to meet family's emergency needs, further long-term family stability, or prevent child neglect. Funds will be approved by supervisory staff in the contract agency. It is required that informal or no-cost resources be first explored before accessing these funds. This line item is cost reimbursement only and requires accompanying backup documentation in order to access. Each expenditure of funding must have a dated receipt with family's name, address, reason for expenditure, signatures of person delivering purchased item or service, the client, and the contract service staff. A copy of this documentation for every expenditure of the client assistance fund must be in the case file. Supplier's invoices without the required documentation will result in disallowance of that line item expense.

9. Number of Families Served

The number of families proposed to be served by the project may vary from application to application, depending upon the size of the unserved target population in the Supplier's service area, the Supplier's referral network, and limits on pilot project capacity related to budget or other limitations. However, suppliers must be able to document the capacity to recruit, enroll and retain in treatment at least 45 SAFECARE+ families during the 12-month contract period. In addition, suppliers must be able to document the capacity to recruit, enroll and retain 45 families for the comparison or control condition, for those proposing this design, which would mean serving a total of 90 families per year. Suppliers presenting convincing documentation that they will be able to serve larger numbers of families will enhance the competitiveness of their application.

10. Client Consent, Confidentiality and Remuneration Considerations in the Evaluation

- (a) Consent. Clients may receive pilot project services on a voluntary basis. Participation in the evaluation portion of the project (i.e., data collection) is voluntary for the client. Clients must not be denied services from the pilot project if they decline to volunteer to participate in the evaluation. Clients volunteering to participate in the evaluation must complete an informed consent process, which will be specified by the independent evaluator. Based upon past experience, it is anticipated that at least 85% of clients receiving services will volunteer to participate in the evaluation.
- (b) Confidentiality. Assuring confidentiality of questionnaire responses and other evaluation data is critical for maximizing the frankness with which clients respond to the questionnaires. Evaluation data collected from clients volunteering to participate in the evaluation will be kept confidential. The independent evaluator will not release individual client data, including release of individual client data back to the pilot project service provider, unless written authorization from the client is provided.
- (c) Remuneration. Clients will receive a small gift certificate for each evaluation questionnaire (intake, post, and follow up) completed. A \$50 gift certificate for each assessment will need to be included in the proposed budget. It is estimated that \$2000 is required to be included in year one budget, year two budget \$5000, year three budget \$6000, and year four budget \$7500.

11. Records and Documentation

Suppliers must maintain client clinical records in a way consistent with good clinical practices and describe their current client record system. At a minimum, suppliers must keep the following records for each client family served:

- (a) An initial assessment documenting family strengths and problems and documenting that the family meets inclusion criteria for the pilot project.
- (b) Documentation of each home visit, including date of service, duration of service, individual family members receiving the service, identification of the home based service provider(s) and any other collaborating providers involved, the activities involved in the service, and completion of any SAFECARE+ related protocol checklists or records.
- (c) Documentation of regular staffing and supervision, including collaborative staffings and meetings.
- (d) Documentation of collateral contacts for the case and copies of any documents sent or received.

The documentation at minimum is written must indicate that the agency will comply with all the above. Stronger evidence would include indicating successfully meeting these criteria in previous contracts and documentation that compliance (such as, indicating successfully passing audits of records).

C.4 Case Management and Practice Requirements

1. Critical Incident Report (CIR)

Critical Incident Report (CIR) is an alert that is made by the home based service provider or supervisor when the safety or well-being of a family member is in question or when there is a death or near death of any family member receiving SAFECARE services. Incidents or circumstances of risk that come to the attention of the home based service provider or supervisor via CW do not require submission of a CIR; however, they are to be fully documented in the Progress Note of the contact with CW. The home based service provider or supervisor will continue to report suspected abuse or neglect directly to the Child Abuse Hotline by telephone. Reports are to be made to the Statewide Child Abuse Hotline at 1-(800) 522-3511.

A CIR is completed within two hours after the increased risk is known to the home-based service provider or supervisor. Written documentation must be entered in progress notes within forty-eight clock hours from the time the home based service provider or supervisor learns about any of the situations identified as requiring a CIR.

The agency will also notify CFSD program staff by telephone or email within one workday when there is a death or near death of any family member receiving SAFECARE+. The case number, first name of family member and brief facts of the event are to be included.

Situations Requiring a CIR:

1. Report of child abuse or neglect is made by contract staff;
2. Law enforcement is contacted for response to a matter in the home;
3. The risk to the children in a family is unacceptable;
4. New information about the family could impact the safety of the children;
5. The client family has moved from their current residence;
6. Another person has moved into the family's residence or is impacting the family dynamics and the safety of the children;
7. Any member of the family is hospitalized, has given birth to a child, is seriously injured or dead, near death, incapacitated, incarcerated or otherwise confined; or
8. When three face-to-face contacts with members of the client family are missed within any quarter of service, including failure by the home based service provider to schedule or keep appointments.

2. Service Delivery with Children

To assure that children are protected, the home based service provider, at each home visit, shall:

- (a) Visit and interact with all children who are a part of SAFECARE+.
- (b) Inquire about the health and well-being of family members since the last visit.
- (c) Follow-up with the parent/caregiver in regard to any known health concerns of a participating child; and
- (d) Include in the home based service providers actions to achieve these requirements and his or her assessment of the child(ren)'s condition(s) based on these observations.

C.5 Training in Contract Administration

Staff from CFSD and OUHSC will provide at no cost to Supplier, needed training on policy, procedures, service delivery documentation, and required forms. Training deemed necessary by OKDHS and OUHSC shall be mandatory.

D. EVALUATION

D.1 THIS RFP WILL BE EVALUATED ON THE FOLLOWING:

1. Areas to be served
2. Referral process and relationship with key sectors
3. Cooperation with outcome evaluation
4. Staff training and service monitoring
5. specification of comparison services
6. implementing the SAFECARE+ model
7. number of families served
8. records and documentation
9. staff qualification
10. quality of services
11. internal monitoring
12. suppliers past performance and organizational capabilities

D.2 Negotiations

The State Purchasing Director reserves the right to enter into a negotiation process for the top ranked solicitation response(s) when it is considered in the best interest of the State. Should the negotiation process be invoked, the State Purchasing Director will negotiate in good faith for modification to the submitted solicitation response(s). In the case there are no modifications to the submitted solicitation in the negotiation process, the solicitation will be scored as initially submitted by supplier.

D.3 Mandatory Supplier Qualifications

OKDHS reserves the right at any time to request replacement of staff members. All employees of the Supplier and prospective contract staff must be at least 21 years of age.

1. Qualifications for the program coordinator/supervisor of SAFECARE+

Education/Credentials/Experience/Duties

- (a) Master's Degree in Social Work or related field, with three years post graduate experience in behaviorally based intervention models, and active license in a mental health profession (Psychologist, Social Worker, LPC, Psychiatrist, etc) and who is certified under his or her respective licensure process to provide clinical, health care or mental health services to clients.
- (b) Expertise in behaviorally based intervention models and a behavioral orientation will enhance the competitiveness of the application. Expertise in substance abuse treatment, home visiting and domestic violence is desirable. Knowledge of case management, family systems, cultural and ethnic diversity, intervention strategies, and child welfare system is also desirable.
- (c) The supervisor shall carry a small caseload until they demonstrate providing the SafeCare+ protocol with fidelity when being observed by a consultant from the evaluation team. The supervisor will need to demonstrate fidelity in SafeCare+ within nine months after the initial training in the service model.
- (d) The Supervisor will not only be trained in SafeCare+ but also trained to become a trainer and "coach" in SafeCare+ as part of their supervisory activities. These responsibilities will include attending home based family sessions (2-4 times a month with each direct service staff) to observe, provide direct feedback, and model the service provision. The supervisor will work to ensure that the providers are following the protocol of services with fidelity.
- (e) Unless the Supplier proposes a separate person for the following duties, the supervisor shall also oversee the day to day operations of the program and evaluation, including following ethical human subject research requirements, facilitating recruitment of families and determining eligibility for the program, working with the evaluators to finalize and then closely follow the evaluation protocol, and supervising the data collector activities, including obtaining informed consent, data collection, and following families to gain post services evaluation data. Experience with program evaluation or other research is desirable.
 - i) The person responsible for recruiting families to the program requires (a) an extensive knowledge base of the services in the county,
 - ii) A working relationship with key referral agencies, and
 - iii) Strong interpersonal skills.

2. Qualifications for home based service provider of SAFECARE+

Education/Abilities

- (a) Bachelor's Degree in social work, child development, nursing, psychology or a related field is a minimum requirement. Experience and training in delivering in-home services, and addressing drug and alcohol issues and domestic violence issues are desirable.
- (b) Knowledge of family systems, cultural and ethnic diversity, client engagement and community resources are desired.
- (c) The home based service provider will be expected to demonstrate providing the SafeCare+ protocol with fidelity when being observed by a consultant from the evaluation team. The home base service provider will need to demonstrate fidelity in SafeCare+ within nine (9) months after the initial training in the service model.
- (d) Adjunctive direct service staff may be proposed who do not meet the requirements described above, but who have unique combinations of experience which would enhance the overall service program. Adjunctive direct service staff would provide paraprofessional services as described in the model. If adjunctive direct service staff is utilized, the Supplier must specify what supervision and monitoring structure will be provided. Adjunct staff may be paid or volunteers, and may include former service recipients or individuals selected to enhance the cultural competency of the project

3. Qualifications of Data Collector

Education/Abilities

- (a) High School diploma or GED. Experience and knowledge and use of computers, Windows XP, and the Internet are required.
- (b) Data collector assigned to the project will meet with referred families, obtain informed consent to participate in the study, collect data utilizing a computerized data collection system prior to the family receiving services, collect data from the family after completion of services, and coordinate sending the data to the evaluator on a regular basis. The data collector can be part-time, and must have reliable transportation. It is desirable for the data collector to be familiar with the area(s) to be served and to be well organized.

4. Employment Screening Process

Prior to client contact, the Supplier must conduct screenings of all staff and maintain the following documentation:

- (a) Criminal background checks through the Oklahoma State Bureau of Investigation (OSBI) including sex offender registry information;
- (b) Driving records; and
- (c) Annual verification of vehicle insurance for staff who utilize a vehicle for their job tasks.

D.4 Professional Standards for Contract Personnel

1. Respecting Client Privacy

In addition to regulations provided in the Health Insurance Portability and Accountability Act (HIPAA) contract employees who work directly with clients must be sensitive to privacy needs of client families when visitors are present during a home visit and chance encounters in public.

2. Maintaining Professional Relationships with Client Families

The home based service provider must identify potential conflict of interest when a case assignment is made wherein a prior relationship exists with a family member. Every effort must be made to assign another employee to the case.

Maintaining professionalism also requires that the relationship not extend beyond case termination. Contract personnel will not visit in client homes after services end or allow client family members to visit in their homes at any time during or after SAFECARE+ participation. This includes babysitting or allowing children to stay over night with contract personnel.

Contract personnel are not to loan or give money to a client or accept a client's personal funds.

3. Smoking in the Presence of a Client

Contract employees are prohibited from using tobacco products in the company of a client family member including during transportation and when transporting clients.

4. Professional Attire

Respect is communicated to clients and community partners by one's appearance. Contract personnel must be conservatively and neatly dressed and well groomed during the course of work activities.

E. INSTRUCTIONS TO SUPPLIER

Suppliers may submit written questions (via e-mail) to the DCS Contracting Officer stated on page 1 until 15 working days prior to the Response Due Date. All questions and answers will be posted to the DCS website.

The Supplier must specifically address and respond to each item, stating whether the submission does or does not

meet the stated requirements. The Supplier must state how each requirement is met and not simply respond with such terms as "agreed" or "complied with." The Supplier may refer to attached materials but may not substitute such material for explicit responses.

Original must be clearly marked "Original." Supplier must submit **one original and five copies**.

The submission will contain, at a minimum, the following detailed information:

ADMINISTRATIVE DATA

Supplier's administrative data submitted may be in the form of a letter of transmittal with attachments. Its purpose is to provide information to OKDHS required for preparation of the contract document and supporting file.

TECHNICAL PROPOSAL

Suppliers shall provide a detailed plan for contract performance. Information must include, at a minimum, the methodology for achieving the objectives described in this Solicitation and a detailed Work Plan describing how the tasks described in the Solicitation Specifications will be accomplished.

- A. Executive Summary. The Supplier shall submit an executive summary presenting the most important aspects of the plan for contract performance.
- B. Table of Contents. A table of contents must be included that lists: (a) the major components of the proposal, (b) a list of any tables or drawings, and (c) a short introduction and summary delineating the general outline and approach to meeting the requirements of the Scope of Work.
- C. Area to be Served. Each proposal must identify the specific area(s) that the Supplier is proposing to serve
- D. Number of Clients to be Served. Suppliers must clearly state the number of families they are agreeing to serve for the first year of the contract and for the optional renewal contract years.
- E. Elements to be Addressed in RFP Response. The following provides the structural framework for developing the proposal response:
 1. Detailed Work Plan
 - (a) List all of the specific services that will be provided to clients by the organization. Highlight any unique, innovative, or creative ways that services will be enhanced or augmented.
 - (b) Address the organization's policy and practice on helping to ensure the safety and well being of children, and the plan for how SAFECARE+ staff will conduct ongoing evaluations of safety and risk to safeguard against risk of abuse and neglect of those children and families referred for service.
 - (c) Describe the plan for cultural competence as well as the policies and procedures for identifying the language needs of all clients and providing linguistically appropriate services or proficient interpreters in a timely manner. Include a description of how staff will competently engage people of any race origins and other diverse groups (e.g., those with physical or mental challenges, strong religious beliefs and non-traditional gender preference, etc.).
 2. Internal Monitoring and Evaluation
 - (a) Describe the organization's plan of Quality Assurance for families and children served under SAFECARE+. Explain how the work of staff will be reviewed and the process of corrective action that will be implemented when deficiencies are noted.
 - (b) Describe how the organization will internally monitor issues of contract compliance.

- (c) Describe the organization's plan for ensuring that client input will be utilized to improve the quality of services in an ongoing manner. Provide examples of instances in which client feedback has impacted agency practice.
- (d) Describe in detail the evaluation plan and history of successful implementation of evaluations, if applicable. Include a description of the plan for recruiting families to the program, linkages with community and state agencies to receive referrals and provide services to the families, and data collection plan.

ORGANIZATIONAL CAPACITY AND RESOURCES

Proposed personnel must include staff with demonstrated experience in planning, developing and implementing similar projects and a proven track record in business operations and financial management of a mid to large sized company. Supplier's personnel and organizational structure shall be key to demonstrating their experience. A description of the persons responsible for the administration and provision of these services must be provided, accompanied by their resume and professional references. References must include the name, telephone, and facsimile number of the person providing the reference.

A. Organizational Capability

1. Describe when the lead organization was established; give a brief history of the organization, philosophy and mission. Include an organizational chart depicting the reporting relationships within the agency.
2. Describe the organization's experience in the administration and delivery of social service programs or other services to families and children over the last three years. Provide examples of different programs and services, how long these have been provided, who is/has been the funding source, how many clients have been served and in what geographic areas, the composition of clients served; collaborative efforts with other service providers, and the results of any evaluations or outcomes of these programs or services.
3. Address whether the organization is currently an accredited agency (e.g., Child Welfare League of America, Family Service of America, Council on Accreditation, etc.), and if so; give the year it was first accredited and the most recent accreditation period. If the organization is not currently accredited, what plans does the organization have to pursue accreditation, with whom, and the projected time frame?
4. Address whether the organization has previously been or is currently a subSupplier for any other entity. If so, provide a description of when this collaboration began and with whom, what services were/are being provided as a subSupplier, and how a contract award under this Solicitation Request might affect the current subSupplier role.
5. Describe any planning, coordinating, and collaborating in which the organization has been involved toward establishing, providing or expanding access to an array of accessible services and providers for clients. Provide the names of each individual/agency or organization and their affiliation (e.g., name, address, phone, organization, etc.) and their role in the effort.

B Personnel Capability

1. Provide the background (e.g., education, credentials, experience, length of time with organization, and role) of the Executive Director/CEO, program director, supervisor, and home based service providers that will be involved with the program described in the RFP. Include copies of resumes for those who will be responsible for providing oversight of and providing services under SAFECARE+.
2. If the organization is located in a county that is under served due to a lack of qualified professional personnel to provide treatment services, describe how the organization will ensure a standing capacity of qualified staff to provide the necessary services.
3. Describe the role of supervisors in providing ongoing, regular staff supervision. Elaborate on the supervisor's role in ensuring worker competence and effectiveness in dealing with clients and in

maintaining professional ethics and sound social work practices.

4. Provide written acknowledgement that the organization will cooperate fully with the evaluation team and ongoing consultants, where applicable, in site and client visits, service monitoring and consultation.

C. Financial Capacity

1. Indicate the organization's financial capacity and other resources sufficient to perform the contract without assistance from any other source. Provide last year's annual budget.
2. The Supplier shall indicate the necessary financial capacity and other resources to perform the contract without assistance from any other source. Supplier shall include submission of most recent certified financial statement audit and a copy of its corporate tax return for the current fiscal year. If the supplier has not obtained a certified financial statement audit, the bidder shall submit a copy of its corporate tax return for the current fiscal year and a compilation report or self prepared financial statements covering the past fiscal year including a balance sheet and income statement and statement of cash flows in addition to a copy of a current bank statement that would provide evidence of financial stability and adequate resources to perform under the contract. Suppliers must have sufficient capital to operate for 60 days.
3. Provide three letters of reference from current or prior funding sources. Reference letters must state that the organization has performed satisfactorily in contracts of similar size and scope. A name, title, and telephone number are required for a responsible contact person for each reference.

D. BUDGET METHODOLOGY

The successful Supplier agrees to provide all required services and resources at the fixed funding amount specified.

Suppliers are advised that the "Minimum Number of Families to be Served" identified in Section C.3 (9) represent the MANDATORY MINIMUM number of clients that the Supplier will be required to serve through the duration of the contract period. There is no penalty to the Supplier should the number of area referrals fall below the minimum number of families to be served unless the status of waiting lists indicate that the Supplier was unprepared to serve the mandatory minimum and unable to make adjustments in staffing to accommodate the quota.

The fixed contract price amount includes all aspects of the response (personnel, rent/leases, office supplies, liability insurance, etc.). In addition to all bid components, the price also includes any travel and lodging or other out-of-pocket expenses which may be incurred during the execution of the project. All charges related to SAFECARE+ shall be included by the Supplier in the fixed contract price amount.

By submitting a solicitation response, the Supplier grants the DCS contracting officer or an authorized representative the right to examine those books, records, documents and other supporting data that will permit adequate evaluation of the proposed budget. This right may be exercised at any time before the award of the contract, with final approval by DCS.

A. Budget

The budget will be prepared with estimated costs shown for services under SAFECARE+ and the total for the first contract year, and for the optional renewal years, two and three. A copy of the form on which the budget must be typed is provided in Attachment 1.

B. Budget Narrative

The solicitation response must provide a separate, detailed budget narrative for all proposed costs. A copy of the form is provided in Attachment 2. The budget narrative must provide pertinent justification for each item within each budget category. The budget narrative must fully explain how the dollars in the category will be expended. The Supplier must provide actual computations used to reach a total dollar figure for each item so that cross references can be made as to how the Supplier calculated the actual cost of items included in the proposed budget. Indirect costs are included in the total amount of the award and may not

exceed 12% of the total contract award. Travel costs may not exceed those established by the State of Oklahoma Travel Reimbursement Act.

In the event costs are to be allocated among this and other contracts/activities, (e.g., when programs other than SAFECARE+ share the same building or work space), the Supplier must provide OKDHS with a written cost allocation plan. The plan, at a minimum, must: identify budgeted contract costs as direct and indirect charges, document the contracts/activities to which costs will be allocated, and describe the basis used to allocate costs. For contract employees who work less than full time for SAFECARE+, such as administrators who also oversee other grants or contracts, the Supplier must declare the percentage of time anticipated to be designated to SAFECARE+ and allocate shared costs proportionally. An example of a cost allocation plan is provided in Attachment 3. The basis for allocating direct and indirect costs to this contract must be consistent with methodologies used to allocate costs to other contracts and funding sources.

Indirect cost rates must be supported by an approved federal indirect cost rate, if the Supplier has such rate, or has applied for one. A copy of federal approval, along with the supporting schedules must be submitted to OKDHS. Suppliers should recognize that OKDHS may limit the indirect cost rate to less than the approved federal cost rate.

F. BASIS FOR CONTRACT AWARD

The State of Oklahoma intends to award one contract resulting from this RFP to the responsible Supplier whose response, conforming to the RFP, is deemed best value. It is very important the Supplier furnish adequate and specific information.

Upon receipt of all solicitation responses, each response will be evaluated to determine which bids meet all minimum mandatory pre-requisites as set forth in Section "E" Those proposals, which met the minimum mandatory pre-requisites, will enter the second phase of evaluation. Proposals that do not meet the minimum mandatory pre-requisites, will be rejected at this point and will receive no further consideration.

G. CHECKLIST

None.

H. OTHER

None.

I. PRICE AND COST



SOLICITATION REQUEST

☐ Request for Quote

☐ Request for Proposal

☐ Request for Bid

Dispatch via Print

Department of Human Services
 DEPARTMENT OF HUMAN SERVICES
 SEQUOYAH MEMORIAL OFFICE BLDG
 PO BOX 25352
 OKLAHOMA CITY OK 73125-0352

Vendor: NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Request Quote ID.	Date	Buyer	Page
8300000994	08/20/2009	Irene Bowman (580)	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	10/22/2009 05:06 PM	11/12/2009 03:00 PM	
Requisition Number Reference: From Req ID - 8300016463			

Ship To: DEPARTMENT OF HUMAN SERVICES
 DIV OF CHILDREN AND FAMILY SERVICES
 P O BOX 25352
 OKLAHOMA CITY OK 73125

Bill To: DEPARTMENT OF HUMAN SERVICES
 SEQUOYAH MEMORIAL OFFICE BLDG
 PO BOX 25352
 OKLAHOMA CITY OK 73125-0352

Supplier Responses

Line	Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	095295 SEE COMMENTS	1	SUM		

CONTRACT TO DEVELOPE AND PROVIDE SERVICES TO FAMILIES AND CHILDREN IN IDENTIFIED RURAL COUNTIES THAT ARE AT HIGH RISK OF ABUSE AND NEGLECT.

CONTRACT PERIOD: DATE OF AWARD THROUGH 9-30-10 WITH OPTION TO RENEW FOR THREE ADDITIONAL ONE YEAR PERIODS AT SAME TERMS AND CONDITIONS.

CONTRACT PERIOD: DATE OF AWRD THRU 9-30-10

PRICE \$ _____

CONTRACT PERIOD: 10-1-10 THRU 9-30-11

PRICE \$ _____

CONTRACT PERIOD: 10-1-11 THRU 9-30-12

PRICE \$ _____

CONTRACT PERIOD: 10-1-12 THRU 9-30-13

PRICE \$ _____

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