

ATTACHMENT A
SOLICITATION NO. 1270000006

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services, as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Purpose

The Contract is awarded on behalf of the Oklahoma Commission on Children & Youth (OCCY) for one-to-one mentoring services to children of incarcerated parents. Statute 10A 2-10-101 and 10A 2-10-102 establish the Oklahoma Mentoring Children of Incarcerated Parents Program. The statute charges OCCY to annually issue a request for proposal to establish one-to-one mentoring for children whose parents are incarcerated or youth who are at risk of becoming involved in the juvenile justice system.

1. Contract Term and Renewal Options

The Contract term, which begins on the effective date of the Contract, is for a one (1) year period.

2. Supplier Contract Requirements:

Contract specifications are set forth below at Exhibit 1.

Exhibit 1

1. Supplier shall notify the Program Manager of OCCY and the Program Manager will direct the Supplier as to the appropriate action to be taken if a critical incident occurs, as soon as possible.
 - 1.1 Critical incidents are defined as follows:
 1. Death of a child or youth receiving services or Supplier's staff;
 2. Severe injury to a child or youth receiving services or Supplier's staff;
 3. A situation involving any person who abuses, neglects, or mistreats a child or youth receiving services;
 4. Misappropriation of state or federal funds by an employee of the Supplier;
 5. Any event involving a child receiving services that gains the attention of the news media;
 6. The Commission of a felony by any youth while participating in any program or in the physical custody of the Supplier;
2. In the event any audit resolution, review, monitoring, or oversight results in the determination that OCCY has overpaid Supplier for this or any previous contract, Supplier has a right to file a written appeal to the OCCY Executive Director. OCCY will consider the appeal before final action or reimbursement is sought by OCCY. Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.
3. Supplier shall in addition to other terms related to subcontractors any request for subcontractors shall be provided at least 30 calendar days prior to the effective date of the subcontract. Supplier shall supply OCCY with a copy of any subcontract issued at time of notification. The terms of the Contract shall be included in any subcontract. Subcontracts shall provide that OCCY shall have authority to directly monitor the subcontractor's compliance with the terms of the subcontracts. Any change to a Supplier's subcontract shall be treated as a new subcontract, and the above requirements apply.
5. OCCY, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under the Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by OCCY, Supplier shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Supplier's performance of the services. OCCY shall have access to and the authority to examine and copy all records related to

the Contract and the services to be provided under the Contract at any time during the period such records are required to be maintained or retained by Supplier. OCCY will not impose any unreasonable administrative burden on Supplier. Supplier shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

6. OCCY will complete a performance evaluation at the end of the contract period, evaluating the quality and appropriateness of the services provided, as required by 74 O.S. § 85.41B.
7. OCCY has the authority to suspend payment to Supplier in the event Supplier has not met its contractual obligations for submission of reports, schedules, audits or documentation required by a prior year's contract. Such suspension of payments to the Supplier shall continue until such required documents are received by OCCY.
8. Supplier shall reimburse OCCY in full for all such costs on demand in the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Supplier has expended OCCY funds on unallowable costs on this or any previous contract,. OCCY may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Supplier under this or other contracts.
9. The Contract may be immediately canceled in the event OCCY substantiates allegations that Supplier willfully or negligently allowed clients to be abused.
10. Supplier, its agents, vendors, officers and employees, acknowledge that it may have, or may obtain, access to confidential protected health information, including, but not limited individually identifiable health information. Supplier may use the protected health information solely to perform its duties and responsibilities under the Contract. Supplier shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Pub.L.No. 104-191, 110 Stat. 1936, as it may be amended.
11. OCCY owns all equipment or other tangible object approved by OCCY to be purchased pursuant to cost reimbursement with the funds provided through the Contract and such property shall be held, maintained and insured by the Supplier for the benefit of OCCY. Upon termination or expiration of the Contract. Supplier shall return such equipment or materials within 15 days at the Supplier's sole cost and expense. The Supplier shall return the equipment to OCCY State Office during normal business hours with at least 24 hours written notice. Supplier shall submit a complete inventory listing of all equipment purchased with CBYS contract funds. The final claim of the fiscal year will not be processed until submission of the inventory listing. Any equipment purchased with these funds shall be marked as "Property of the Oklahoma Commission on Children and Youth".
12. Supplier shall comply with OCCY's requirement regarding the absolute projection, use of and release of personal client information consistent with 10A O.S. §2-6-102, Rule 377:10-7 and professional standards, Further, Contractor agrees to hold confidential all personal

information about clients served under this contract, including lists of names, addresses, photographs, evaluations, and all other records about the client.

13. Supplier shall have policies and procedures in accordance with the National Institute of Health (NIH) guidelines on Communicable Disease.
14. Supplier shall furnish to OCCY, prior to the effective date of the Contract, a Certificate of Insurance naming Supplier as the insured with a minimum of \$1,000,000.00 of coverage insuring Supplier against any public liability of bodily injury and property damage. Said Certificate of Insurance shall be properly executed by an authorized agency of the named insurance company and shall provide the thirty (30) days' prior written notice to the insured and to OCCY in the event of cancellation of said policy. Supplier further agrees to maintain all statutorily required insurance coverage for Unemployment and Worker's Compensation.
15. Supplier shall procure and maintain automobile liability insurance with limits of liability minimum of one hundred thousand dollars (\$100,000) on all automobiles used to transport clients.
16. Supplier shall agree to disclose for the Supplier and/or Supplier's governing board or body to any existing situations of nepotism within the organization and receive written prior approval of any employment which involves nepotism. Nepotism is defined as occupying a position within a relative's line of authority or chain of command; or two or more relatives reporting to the same immediate supervisor. Supplier shall disclose any other situations which might fairly represent a conflict of interest. Nepotism situations include, but are not limited to: 1) renting or leasing; 2) staffing; 3) board membership; 4) contracted services; 5) acquisition of real property and equipment; 6) client-staff relationships; 7) board membership to staff employment; 8) auditing; and 9) other situations which might fairly represent a conflict of interest.
17. Supplier shall prohibit juveniles from possessing or using tobacco products. In the event Supplier allows its staff to use tobacco products while on duty, the use must be in a separately ventilated area out of sight of children and youth.
18. Supplier shall be responsible for paying all current and applicable city, county, state and federal taxes, licenses and assessments due, including without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and the State Unemployment Tax Acts and Worker's Compensation Insurance Laws. This does not prohibit OCCY from reimbursing Contract for any such allowable costs that are specifically identified in the budget approved by OCCY.
19. Supplier shall have written policies and have procedures for determining background information and verifying references for all present employees, employment applicants and volunteers. This background information will provide information regarding the employee's applicants, or volunteer's history in regard to previous job performance,

substance abuse, and felony and misdemeanor convictions. Such policies and procedures shall be subject to written approval by OCCY.

- 20.** Supplier shall agree that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, national origin, or sex (after a due process hearing) against Supplier or a Subcontractor, Supplier will forward a copy of the finding to OCCY to be forwarded to the United States Department of Justice.
- 21.** Supplier shall not bill OCCY for services required under the Contract for which the Contractor has already received or will receive compensation for the same services from OCCY or another source.
- 22.** Supplier shall not seek additional funding from another source to enhance the services for which OCCY is providing compensation.
- 23.** Supplier shall at all times comply (and will require any subcontractors to comply) with any applicable statutorily imposed nondiscrimination requirements. Bidder further agrees to comply with applicable terms of the specific following statutes, regulations and executive orders and statutes and regulations as listed in Attachment B, State General Terms.
 - Omnibus Crime Control and Safe Streets Act of 1968 (OCCSSA), Pub.L.No. 90-351, 82 Stat.197
 - The Victims of Crime Act of 1984, 42 U.S.C. §§ 10601-10608 (2006)
 - The Education Amendments of 1972, 20 U.S.C. §§ 1681-1688 (2006)
 - The Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2006)
 - Equal Treatment for Faith-Based Organizations, 28 C.F.R. §§ 381.1 and 38.2; see Exec. Order No. 13,279,358 C.F.R. 258 (2003) amended by Exec. Order No. 13,403, 3 C.F.R. 228 (2007).
- 24.** Supplier shall inform Customer of any Security Incident or Data Breach.
 - 24.1** Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
 - 24.2.** Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).

Supplier shall:

- a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
- b. Make summary information regarding such procedures available to Customer at Customer's request;
- c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and;
- d. Document all Security Incidents and their outcomes.

24.3 If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

24.4 Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

24.4.1 Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

24.4.2 Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.

24.4.3 If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.