

SPECIAL PROVISIONS

Assignment and Delegation:

If the Supplier cannot perform the services as identified in this contract, in whole or in part, the Supplier will be responsible for subcontracting the services or making alternative arrangements for the provisions of the services. The Access to Record clause shall be included in any subcontract. The Supplier will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. The subcontracting of services shall not relieve the Supplier of any responsibility for performance under this contract.

Contract Monitoring Plan:

As a Supplier with the OSDH, your contract will be monitored to ensure compliance with the Terms and Conditions outlined in this contract. Typical monitoring activities may include Supplier site visits, review of contractually required deliverables, invoice review, and verification of licensure and/or insurance required and other monitoring activities.

Following award, all communications related to this contract will be between the Supplier's Contact Person and the OSDH Contract Monitor. The OSDH Contract Monitor for this contract is:

Patrice Greenawalt
Assistant Chief of Medical Facilities
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
(405)271-2657
patriceg@health.ok.gov

Failure to Comply Statement:

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

Mandatory Requirements:

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

Procurement Integrity:

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

Protecting and Securing Protected Health Information

To the extent the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) is applicable to this contract, Supplier, its officers and employees (collectively, “Organization”) and Oklahoma State Department of Health (“OSDH”), together known as the “Parties”, agree as follows. The Parties acknowledge that they may have or obtain access to confidential protected health information (“PHI”), including but not limited to individually identifiable health information. The Parties may use PHI solely to perform their respective duties and responsibilities under the contract and only as provided in the contract. The Parties acknowledge and agree that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in the contract or by law. Specifically, The Parties agree they will:

- (a) not use or further disclose PHI except as permitted in the contract or as required by law, and in such case, disclose only the minimum necessary;
- (b) protect and safeguard from any oral and written disclosure all confidential information, regardless of the types of media on which it is stored, with which the Parties may come in contact;
- (c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the contract or as required by law;
- (d) ensure that all of its subcontractors, Suppliers, and agents to whom it provides PHI pursuant to the terms of the contract, shall agree to all of the same restrictions and conditions to which the Parties are bound;
- (e) each Party shall report to the other Party any unauthorized use or disclosure immediately upon becoming aware of such unauthorized use or disclosure and mitigate any harmful effects known to the Parties of a use or disclosure made in violation of the contract;
- (f) each Party shall indemnify and hold the other Party harmless from all claims, liabilities, costs, and damages arising out of or in any manner related to the disclosure of any PHI or to the breach by either Party of any obligation related to PHI;
- (g) safeguards PHI in accordance with the requirements of 45 CFR § 164.302-318;
- (h) make PHI available in accordance with 45 CFR § 164.524;
- (i) make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;
- (j) make the information required to provide an accounting of disclosures available in accordance with 45 CFR § 164.528;
- (k) make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by one party on behalf of the other available to the Secretary of Health and Human Services,

- governmental officers and agencies, and OSDH for the purpose of determining compliance with 45 CFR §§ 164.500-534;
- (l) upon termination of the contract, return or destroy all PHI, if feasible, received from or created or received by each Party on behalf of the other Party which the Parties maintain in any form, and retain no copies of such information. If such return or destruction is not feasible, the Parties will extend the precautions of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
 - (m) comply with all applicable laws and regulations related to privacy and security, specifically including, but not limited to, HIPAA.

The Parties agree to abide by any determination made by OSDH as to the applicability of HIPAA in regard to any obligation or duty recognized, identified or performed by Organization pursuant to this contract. The Parties recognize that any breach of confidentiality or misuse of information may result in the termination of the contract and/or legal action. Said termination may be immediate and need not comply with any termination provisions in the parties' contract. The Parties further recognize that a disclosure or improper use of PHI may subject the Parties to liability for their wrongful conduct. Except as otherwise limited in the contract, the Parties may use or disclose PHI to perform the functions, activities, and services for, or on behalf of, the other Party as specified in the contract, provided that such use or disclosure would not violate applicable HIPAA provisions if done by such other Party.

Statement of Responsibility and Liability:

The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers, and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, Title 51, O.S., 2001, §§151 et seq.

The Supplier shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

The Supplier agrees to hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Supplier and/or its agents, servants, and employees in the performance of this contract. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

Tobacco Free Policy:

To the extent allowed by Oklahoma law, the Contractor providing services to the

public on behalf of OSDH shall follow the OSDH tobacco-free policy in the performance of services for OSDH. See Attachment B.

Unavailability of Funding:

In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, the OSDH may terminate or reduce the contract upon notice in writing to the Contractor by certified mail. The OSDH shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction shall be specified in the notice. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. In the event this contract is cancelled under this section, Contractor agrees to take all reasonable steps to minimize termination costs. The OSDH agrees to reimburse Contractor for all work performed prior to the date of notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. *This clause provides exception to the amendment clause and the cancellation clause of thirty (30) days notice.

Questions:

Any questions regarding this solicitation must be sent in writing to OSDH/Procurement and received within the first fourteen (14) days from the beginning date that the solicitation was posted. Questions received after this time will not be answered. An amendment listing all questions and answers will be posted to the OSDH website. Questions may be faxed to 405-271-1789 or emailed to: susanw@health.ok.gov

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

SOLICITATION SPECIFICATIONS:

Contract Period

The contract period will be Date of Award through December 31, 2010. There will be the option to renew for one (1) additional contract period (January 1 through December 31) for a no-cost extension of the contract. Renewals will be based on the needs of OSDH and the needs of the Supplier/Contractor.

Contractor Relationship

The ensuing contract as a response to this solicitation, establishes a **vendor** relationship between the OSDH and the Contractor.

Purpose

The successful bidder will submit a grant proposal on application forms provided by the Department for grants for one or more of the following allowable purposes: funding assessment activities, stabilization and/or reorganization of at-risk emergency medical services, development of regional emergency medical services, training for emergency medical directors, access to training front line emergency medical services personnel and/or capital and equipment needs.

Duties of the Supplier

1. Supplier will provide quarterly progress reports and a final completion report summarizing the success of the project to OSDH within 3 months of completion.

Duties of OSDH

1. OSDH will conduct on-site inspections to evaluate and review information received on each project at the established benchmarks.
2. OSDH will review invoices submitted, to ensure the benchmark has been documented and completed prior to approval of the invoice for payment.
3. OSDH will complete a final review and evaluation of each project within 6 months of the completion of the project.

Mandatory Qualifications

1. The Supplier must be any person or organization licensed, certified or approved by the Department as part of the EMS system, such as EMS personnel, certified emergency medical response agencies, licensed ambulance services, approved training institutions, approved emergency medical dispatch agencies, approved medical directors or any combination thereof, or their associations or sponsoring organizations, such as EMS districts, cities or counties that operate certified emergency response agencies or licensed ambulance services, or education systems operating EMS training institutions.
2. Suppliers must demonstrate that the proposed project is for a qualified purpose as defined in 63 OS § 1-2512.1.

3. Suppliers must possess all necessary and incidental legal rights and privileges necessary to the project commencement and operation.

INSTRUCTIONS TO SUPPLIERS

1. In order to be considered for selection, Suppliers must submit a complete response to this RFP. The RFP will be signed and dated.
2. Supplier will complete the OERSSIRF Application form per instructions included in Attachment A.
3. Suppliers will respond to each item showing how they meet or exceed the requirement. Organize the response in the same format as the RFP, using the same numbering sequence.
4. List the name, phone number and email address where the Supplier may be contacted for additional information.
5. Suppliers must submit an original and nine (9) copies of their complete Proposal. If they are mailing their proposals, Suppliers need to allow sufficient time to ensure delivery by the date specified. Proposals that are not received on time will not be accepted.
6. If Suppliers intend to use sub-contractors in the performance of this contract, Suppliers shall so state in their proposal and identify the sub-contractors to be used.
7. In an effort to provide the most cost-efficient service to the Supplier, all equipment purchase requests will be submitted to the OSDH prior to purchase. If the requested item(s) can be purchased through a statewide contract, the OSDH will make the purchase and reduce the contract award accordingly.
8. Supplier will attend a pre-proposal conference for general instruction.

EVALUATION CRITERIA

1. Project Description Requirements
 - a) Comprehensive narrative description of project
 - b) Geographic area and relationships between participating organizations.
 - c) Timeline with benchmarks for performance and assessments.
 - d) Budget spreadsheet
2. General Approval Requirements
 - a) Compliance with the law
 - b) Eligibility and qualified purpose
 - c) Need of the project and is it sufficient to service such a need
 - d) Alternative source of revenue or lack of.
 - e) Economic viability, feasibility and cost effectiveness
 - f) Relationship to Statewide EMS needs, public interest and welfare
 - g) Limit of \$500,000 in OEERSSIF grant assistance in a 12-month period

Proposal Submission Checklist

1. ___ OERSSIRF Application form
2. ___ Form 070A Solicitation Deadline Page
3. ___ Form 076A Responding Bidder Information Page
4. ___ Form 004A Certificate for Competitive Bid and/or Contract Page
5. ___ Certificate of Insurance, including Workman's Compensation, automobile, medical malpractice and/or general liability.
6. ___ Emergency Medical Service credentials; such as license, certificate, etc.
7. ___ Comprehensive Narrative description of the project
8. ___ Budget Spreadsheet
9. ___ Timeline with benchmarks for performance/assessments