



Oklahoma State
Department of Health
Creating a State of Health

REQUEST FOR GRANT PROPOSAL (RFGP)

Emergency Preparedness & Response Services

Hospital Package Plan (HPP)

Table of Contents

A. TERMS & CONDITIONS	3
B. SPECIAL PROVISIONS.....	10
C. INSTRUCTIONS TO APPLICANT	144
D. EVALUATION	15
E. ATTACHMENTS	16

A. TERMS & CONDITIONS

D.2. Access To Records Requirements:

The Applicant agrees to maintain required records and supporting documentation for seven years from the ending date of the contract. The Applicant also agrees to allow the State Auditor's office, Government Accounting Office (GAO) the Oklahoma Department of Central Services (DCS), the Oklahoma State Department of Health (OSDH) or their authorized representatives access to the records, books, documents, accounting procedures, practices or any items of the service provider relevant to this contract for purpose of audit and examination.

The Applicant further agrees to assure appropriate access by the aforementioned parties to any subcontractor's associated records. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven year period, the records must be retained until completion of the action and resolution of all issues, which arise from it, or until the end of the regular seven-year period, whichever is later.

The OSDH may routinely request supporting documentation to validate vendor payments.

D.2. Advance Payments Prohibited:

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the OSDH.

D.2. Amendments:

Any modifications or amendments to this contract shall be in writing, dated and executed by both the Applicant and the OSDH.

D.2. Applicable Law:

This contract shall be governed in all respects by the laws of the State of Oklahoma.

D.2. Assignment and Delegation:

If the Applicant cannot perform the services as identified in this contract, in whole or in part, the Applicant will be responsible for subcontracting the services or making alternative arrangements for the provisions of the services. The Access to Record clause as stated above shall be included in any subcontract. The Applicant 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 Applicant of any responsibility for performance under this contract.

D.2. Cancellation Clause:

This Contract shall be in force until the expiration date, or until 30 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be by Certified Mail to the business address of record. In the event this contract is canceled by either party, the OSDH shall be responsible for payment for goods or services received or provided prior to cancellation date. The OSDH shall not be responsible for payment of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

D.2. Certification Regarding Debarment, Suspension, Proposed for Debarment, or Declared Ineligible for Award of Contracts by any Federal or State agency:

By signing the contract, the Applicant attests and assures that no employee or any of its principals performing hereunder:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
2. Have within a three year period of this offer, 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 subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

3. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal, state or local entity.
4. Are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section

D.2. Contract Monitoring Plan:

As a vendor with the OSDH, your contract will be monitored to insure compliance with the terms and conditions outlined in this contract. Typical monitoring activities may include Applicant site visits, review of contractually required deliverables, invoice review, and verification of licensure and/or insurance required and other monitoring activities. All communications related to this contract, **after award of contract**, will be between the Applicant's contact person(s), the OSDH Contract Monitor (Amber Mangham) and the OSDH Medical Response System Coordinator - Plan Technical Expert (Mike Abla).

Amber Mangham, Contract Monitor
Emergency Preparedness and Response Service
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
(405)271-0900
amberm@health.ok.gov

or

Mike Abla, Medical Response System Coordinator
Emergency Preparedness and Response Service
1000 N.E.10th Street
Oklahoma City, OK 73117-1299
(405)271-0900
mikea@health.ok.gov

D.2. Applicant's Relation to the OSDH:

The Applicant is in all respects an independent Applicant and is neither an agent nor an employee of the OSDH. Neither the Applicant nor any of its officers, employees, agents, or members shall have authority to bind the OSDH nor are they entitled to any of the benefits or worker's compensation provided by the OSDH to its employees. In accordance with the Office of Management and Budget (OMB), Circular A-133, the relationship between the OSDH and the Applicant for this contract is that of a vendor.

D.2. Entire Agreement:

This contract, including referenced attachments, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

D.2. Event of Default:

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

D.2. Evidence of Insurability:

The Applicant shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability as applicable or as required by State or Federal law and shall provide evidence of insurability (Certificate of Insurance), from the insurance carrier prior to commencement of any work in connection with the Contract. The Applicant is also required to comply with applicable Federal and State occupational disease

statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy. The Applicant shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide OSDH Procurement Service with evidence of such insurance and renewals. Such policy shall require thirty days advance notice of cancellation be provided to OSDH Procurement Service.

If the Applicant does not carry Workers Compensation insurance because it considers their business to be that of an independent Contractor, as defined by the Workers Compensation Act 85 O.S. § 1 et. seq., and not that of an employee, the Applicant must complete the OSDH Affidavit of Independent Contractor Status.

D.2. Failure to Comply Statement:

The Applicant shall be subject to all applicable State and Federal laws, rules and regulations, and all amendments thereto. The Applicant 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 Applicant, without reliance on or direction by the OSDH.

A.14. Force Majeure:

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

A.15. Invoicing:

OSDH requires the receipt of a properly completed invoice prior to making payment to the Applicant. The invoice should be accompanied by a **HPP Progress Report** to be submitted on the last working day of the months of December 2011, March 2012, and June 2012. Payment increments shall be no more than 33% of the total awarded amount of each capability. The OSDH reserves the right to reject payment if an invoice is not received by the dates listed above. All invoices must be submitted on the OSDH required invoice form. An Applicant may choose at any time to invoice for the total amount awarded but must have completed the HPP Assessment Tool and all plans must have been submitted and approved for which funding was awarded.

The HPP Invoice template, HPP Progress Report template and the HPP Assessment Tool will be distributed to participants after date of award. Please include the following items on your invoice:

- 1) NAME, ADDRESS, EMAIL AND PHONE NUMBER
- 2) INVOICE DATE
- 3) PERIOD COVERED BY INVOICE
- 4) PURCHASE ORDER NUMBER
- 5) CAPABILITY UNDER WHICH EXPENSES WERE INCURRED
- 6) ANY OTHER DATA, REPORTS, INFORMATION OR DOCUMENTATION REQUIRED BY OTHER CONDITIONS OF THE CONTRACT
- 7) DETAIL OF THE SERVICES PROVIDED AND BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT

THE INVOICE SHALL BE SUBMITTED TO:

OKLAHOMA STATE DEPARTMENT OF HEALTH
EPRS/AMBER MANGHAM
HOSPITAL PREPAREDNESS PROGRAM
1000 NE 10TH STREET RM 414
OKLAHOMA CITY, OKLAHOMA 73117-1299

The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Applicant.

The OSDH may withhold or delay payment to any Applicant failing to provide required programmatic documentation and/or requested financial documentation.

The Applicant must maintain all supporting documentation of development and enhancement which assures the Emergency Operation Plans are operational and functional. The documentation shall include, but not be limited to The HPP Progress Report, the HPP Assessment Tool and or other items requested to support the plan development.

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

A.16. Limited English Proficiency:

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

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

A.17. Mandatory Requirements:

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

A.18. Non-Responsive Proposals:

Proposals which do not meet all material requirements of this RFGP or which fail to provide all required information, documents or materials may be determined as non-responsive and may not be evaluated. Material requirements of the RFGP are those as set forth as mandatory.

A.19. Oklahoma Taxpayer and Citizen Protection Act of 2007

By signing the solicitation, the Applicant warrants and attests its employees and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State laws and regulations related to the immigration status of employees. The Applicant shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish copies of the statements with their Bid. These warranties shall remain in effect through the entire term, including all renewal periods, of the contract.

All Applicants or subcontractors are prohibited by State law from entering into a contract with a public employer for the physical performance of services within this state unless the Applicant or subcontractor registers and participates in the Status Verification System to verify information of all new employees.

The Status Verification Service System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (EEV) available at www.dhs.gov/E-Verify.

A.20. Other Certifications:

The Applicant certifies compliance with the provisions of titles vi and vii of the 1964 civil rights act and section 504 of the rehabilitation act 1973, the age discrimination act of 1975, the hatch act, the pro children act of 1994, drug free workplace act of 1988, the American with Disabilities Act of 1990, Title IX or the Education Amendments Of 1972, 31 U.S.C. Section 1352, Public Law 105-78, And The Single Audit Act Of 1984; as applicable.

A.21. Privacy Clause:

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

A.22. Procurement Integrity:

The Applicant 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 Applicant or its employees.

A.23. Protecting and Securing Protected Health Information:

To the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR, Parts 142, 160 and 164 and HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations is applicable to this contract, Contractor, 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, vendors, 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. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;
- (e) Supplier must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to the OSDH Privacy Officer within 48 hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of contract. Supplier will mitigate any harmful effects from the breach of confidentiality,

privacy or security as required by law. Any notice required to be issued under the HITECH Act shall be coordinated with OSDH.

- (f) The parties intend that each shall be responsible for its officers, employees, subcontractors and/or agents' intentional and negligent acts or omissions to act for 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) Supplier agrees to provide access to PHI at the request of OSDH, or to an individual as directed by OSDH, in order to meet the requirements of 45 C.F.R. § 164.524 which provides patients with the right to access and copy their own protected information within 30 days;
- (i) make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526 within 30 days of request;
- (j) Supplier agrees to provide OSDH or an individual information to permit OSDH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528 within 30 days of request;
- (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 within 30 days of request;
- (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.
- (n) Supplier agrees that PHI or provider information cannot be re-marketed, summarized, distributed, or sold to any other organization without the express written approval of OSDH;
- (o) Supplier agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR §§160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 USC §§ 1320d – 1320d-8.
- (p) Supplier agrees to report potential known violations of 21 Okla. Stat. § 1953 to the OSDH Legal Division within 48 hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system.
- (q) Supplier shall, following the discovery of a breach of unsecured PHI as defined in the HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations, notify the OSDH of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the OSDH's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Supplier as of the first day on which such breach is known to Supplier or by exercising reasonable diligence, would have been known to Supplier. Supplier shall provide such notification to OSDH without reasonable delay and in no event later than 48 hours after discovery of the breach. Such notification will contain the required elements required in 45 CFR § 164.410.
- (r) Supplier shall report to the OSDH any use or disclosure of PHI which is not in compliance with the terms of this Contract of which it becomes aware. Supplier shall report to OSDH any Security Incident of which it becomes aware. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized

access, use, disclosure, modification, or destruction of information or interference with practicable, any harmful effect that is known to Supplier of a use or disclosure of PHI by Supplier in violation of the requirements of this Contract.

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.

A.24. 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 Applicant 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 Applicant agrees to hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Applicant 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.

A.25. Tobacco Free Policy:

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

A.26. Travel and Related Expenses

All travel expenses incurred by the Applicant that are associated with the execution of this contract shall be performed at no cost to the OSDH.

A.27. 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 Applicant 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 Applicant 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, Applicant agrees to take all reasonable steps to minimize termination costs. The OSDH agrees to pay the Applicant based upon the percentage of completion 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.

A.28. Waiver of Breach:

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

B. SPECIAL PROVISIONS

B.1. Program Background and Information:

Funding for this program is made available under a grant from the U.S. Department of Health And Human Services (HHS), Assistant Secretary for Preparedness and Response (ASPR), Office of Preparedness and Emergency Operations (OPEO), Division of National Healthcare Preparedness Programs (DNHPP), CFDA Number 93.889. Under this program, the State of Oklahoma has been awarded a cooperative agreement for activities that include, but are not limited to, exercising and improving preparedness plans for all-hazards including pandemic influenza, increasing the ability of healthcare entities to provide needed beds, engaging with other responders through interoperable communication systems, tracking and sharing bed and resource availability using electronic systems, developing ESAR-VHP systems, protecting their healthcare workers with proper equipment, decontaminating patients, enabling healthcare partnerships/coalitions, educating and training their healthcare workers, enhancing fatality management and healthcare entity evacuation/shelter in place plans and coordinating regional exercises.

B.2. Contract Period:

This contract shall begin on date of award and terminate on June 30, 2012.

B.3. Contract Expense Cap:

The OSDH has a proposed budget of approximately **\$1,620,962** to pay multiple Applicants' for the period of date of award through June 30, 2012.

Total award amount from the OSDH to fund this contract is contingent upon receipt of federal funds.

Should **additional** Federal and/or State funds become available to OSDH during the contract period, contract increases may be allowed based on an approved written justification and revised budget. All contract increases will be processed in accordance with the amendment clause as outlined in this document.

The OSDH may **reduce** the contract-funding amount for failure to achieve or maintain the proposed level of services, to expend funds appropriately and at a rate that will make full use of the award, or to provide services as set forth in the contract. All contract reductions will be processed in accordance with the amendment clause as outlined in this document.

B.4. Federal Award Information:

Award Name: FY11 Hospital Preparedness Program (HPP)
Award Year: July 1, 2011 – June 30, 2012
CFRA Number: 93.889
CFRA Name: National Bioterrorism Hospital Preparedness Program
Federal Awarding Agency: US Department of Health and Human Services (HHS)

B.5. Minimum Supplier Qualifications:

- B.5.1.** Any licensed hospital (including critical access hospitals, rehabilitation hospitals, and psychiatric hospitals) in Oklahoma is eligible to submit a proposal.
- B.5.2.** Any tribal hospital, or Federal Indian Health Service hospital, operating in Oklahoma is eligible to submit a proposal. *
- B.5.3.** All hospitals submitting proposals must continue implementing and maintaining National Incident Management System (NIMS) (as outlined in FEMA’s NIMS Implementation Guidelines for Hospitals and Healthcare Systems).*

*If a 501(c) (3) entity is formed by a federally recognized Indian tribe for the purpose of this proposal, the tribe must be fully compacted and a statement of agreement and consent to serve non-Native American populations must be approved by the full Tribal Council of the proposing tribe. A copy of signed and notarized agreement must be included with your proposal.

B.6. Scope Of Work:

The objective of Oklahoma’s Federal FY11 Hospital Preparedness Program is the successful development, enhancement, refinement, and maintenance of the following capabilities:

B.6.1. Overarching Requirement

- B.6.1.1.** NIMS Compliance (Funding for achieving and maintaining the 14 elements)

B.6.2. Tier I Capabilities

- B.6.2.1.** Interoperable Communications Systems
- B.6.2.2.** Bed Reporting (Funding for maintaining minimal or advanced reporting threshold)
- B.6.2.3.** Medical Evacuation/Shelter-in-Place
- B.6.2.4.** Hospital Fatality Management Plans
- B.6.2.5.** Partnership/Coalition Development (Funding for maintaining participation in partnership at community, regional, and state levels)

B.6.3. Tier II Capabilities

- B.6.3.1.** Alternate Care Sites (ACS)
- B.6.3.2.** Pharmaceutical Caches
- B.6.3.3.** Personal Protective Equipment (PPE)
- B.6.3.4.** Decontamination (*Only funding for maintenance/refinement efforts for existing decontamination equipped hospitals.*)

These requirements/capabilities are derived from the Overarching Requirements, Level I Required Sub-Capabilities and Level II Sub-Capabilities outlined in the FY11 Federal Hospital Preparedness Program. Requirement/Capabilities can be implemented simultaneously, but at a minimum must include the critical components outlined in the **HPP Justification Request. (Attachment B)**

In order to apply for funding of Tier II Sub-Capabilities Tier I Sub-Capabilities must be in a refinement and/or maintenance phase

Authorized and approved payments will be for the development, enhancement, refinement, and implementation of plans in each of the capabilities outlined above. The intent of this RFGP is not to reimburse or pay for equipment or supplies.

At the end of the contract year, the Applicant is expected to have fully developed or refined or enhanced and implemented an Emergency Operation Plan (that includes all supporting supplies, equipment, and training necessary to make the plan operational) demonstrating

and ensuring achievement of these capabilities.

B.7. Duties Of The Applicant:

- B.7.1.** The Applicant will undertake actions and activities to develop all funded overarching requirement/capabilities by the end of the contract period, and will demonstrate achievement of these requirement/capabilities through development or refinement or enhancement and implementation of associated Emergency Operations Plans. The associated Emergency Operation Plans may be stand-alone plans, or annexes to the existing overall hospital emergency operation plan. These plans must at a minimum include all critical components listed in the **HPP Overarching Requirement/Sub-Capabilities. (Attachment D)**
- B.7.2.** The Applicant will submit invoices related to this project to the OSDH along with properly completed progress reports, and documentation by the last working day of the months of December 2011, March 2012 and June 2012.
- B.7.3.** The Applicant will submit proof of Workers' Compensation and General Liability Insurance coverage within 30-days of Notice of Award.
- B.7.4.** The Applicant will maintain all supplies and equipment necessary to implement the Emergency Operation Plans under the Sub-Capabilities, and will use these items for the public purpose for which they were intended throughout the entire period of the contract.
- B.7.5.** The Applicant will ensure availability of all work for inspection by OSDH prior to payment of any invoices upon request of OSDH.
- B.7.6.** The Applicant is required to complete regular preparedness surveys distributed by OSDH as requested. These surveys are used to gather midyear and end of year data and the information is shared with ASPR.
- B.7.7.** The Applicant is required to conduct or participate in an exercise of the following capabilities if funding is received in these capabilities: Medical Evacuation/Shelter-in-Place, Personal Protective Equipment, and Decontamination.
- B.7.8.** In order to receive funding as part of this contract, the Applicant agrees to participate in Regional Medical Planning Group meetings (RMPG), and Metropolitan/Regional Medical Response System (RMRS) activities and initiatives in order to advance partnership and coalition development. **(Attachment D)**
- B.7.9.** The applicant agrees to participate in 50% of Regional Medical Planning Group (RMPG) meetings for applicant's region, as well as, three (3) state sponsored drills tentatively scheduled for the first quarter of 2012 to include Interoperable Communications, memorandum of understanding (MOU), and Fatality Management.
- B.7.10.** The Applicant agrees to participate in EMResource data reporting as specified by OSDH. This includes, but is not limited to, Emergency Department (ED) status reports, bed tracking, asset tracking, specialist physician availability, drills, surveys and alerts. As defined in Attachment D, delivery of minimum reporting threshold (85-92%) will be compensated at a rate of \$1,000.00 per hospital and delivery of advanced reporting threshold (92-100%) will be compensated at a rate of \$2,000.00 per hospital.
- B.7.11.** The Applicant agrees to continue implementing and maintaining NIMS (as outlined in FEMA's NIMS Implementation Guidelines for Hospitals and Healthcare Systems) activities during FY11. The Applicant further agrees to submit information to OSDH upon request of the status of NIMS Implementation. As defined in Attachment D, delivery of NIMS minimal compliance level will be compensated at a rate of \$1,500.00 per newly Achieved hospital, and at a rate of \$500.00 for a maintained hospital.
- B.7.12.** The Applicant must ensure that voice communication systems purchased for the purpose of this capability, are interoperable with communication systems utilized by other Local

and/or State first responders and emergency response agencies.

- B.7.12.1.** If the Applicant has purchased any 800 MHz radios, the Applicant must coordinate the purchase and placement through the Oklahoma Office of Homeland Security to ensure interoperability with the state system.
 - B.7.12.2.** Requests by Applicants to replace and add radio equipment to an existing non-P25 system will be considered if there is explanation as to how the radio selection will allow for interoperability or eventual migration to the interoperable system(s).
- B.7.13.** Communication System Testing (the following capabilities must be exercised by June 30, 2012.)
- B.7.13.1.** Demonstration of dedicated, redundant communications capability during an exercise or event, as evidenced by exercise evaluations or after action reports.
 - B.7.13.2.** Demonstration of sustained 2-way communications capability with local EOC and Tier 2 (local community) partners, as evidenced by exercise evaluations or after action reports.
 - B.7.13.3.** Recording of the number of hours that hospital tested sustained 2-way communications.
 - B.7.13.4.** List of Tier 2 partners involved in sustained 2-way communication test.
 - B.7.13.5.** The Applicant agrees to keep an inventory of items purchased to implement the Emergency Operation Plans as operational. OSDH may request to see this list at any given time.
- B.7.14.** OSDH requires the receipt of a properly completed invoice prior to making payment to the Applicant. The invoice should be accompanied by a **HPP Progress Report** to be submitted on the last working day of the months of December 2011, March 2012, and June 2012. Payment increments shall be no more than 33% of the total awarded amount of each capability. The OSDH reserves the right to reject payment if an invoice is not received by the dates listed above. All invoices must be submitted on the OSDH required invoice form. An Applicant may choose at any time to invoice for the total amount awarded but must have completed the HPP Assessment Tool and all plans must have been submitted and approved for which funding was awarded.

The HPP Invoice template, HPP Progress Report template and the HPP Assessment Tool will be distributed to participants after date of award.

B.8. Duties of OSDH:

- B.8.1.** OSDH shall monitor progress of the project by utilizing such tools as surveys, site visits or other methods of monitoring for compliance.
- B.8.2.** OSDH will pay the Applicant for all approved Emergency Operation Plans and Level II Sub-Capabilities related to the contract. OSDH reserves the right to inspect all work prior to payment of any invoice(s) submitted by the Applicant. OSDH will review and approve all plans prior to payment of invoices.
- B.8.3.** OSDH will provide technical assistance in implementation of this project upon request of the Applicant(s).
- B.8.4.** OSDH reserves the right to cancel the contract with a 30-day written notice for failure to demonstrate sufficient progress.
- B.8.5.** OSDH will publish a schedule of the RMPG meetings.

- B.8.6.** OSDH will process invoices for payment and report encumbrance balances to Applicant as requested.

C. INSTRUCTIONS TO APPLICANT

C.1. RFGP Instructions:

In order to assure submission of a complete response to this RFGP, **please read and follow instructions below:** prior to attempting response to the RFGP.

- C.1.1.** The Applicant should thoroughly review the entire RFGP and attachments.
- C.1.2.** Submit a response to the RFGP in the form of a “**RFGP Package**”. This package should contain a response to all supporting information, attachments and documents. Each page of the “RFGP Package”, including attachments and supporting documents, should be numbered sequentially.
- C.1.3.** Submit by date and time designated by the Oklahoma State Department of Health.
- C.1.4.** Applicants must submit the original and four (4) copies of the RFGP Package, unbound to the address indicated below.
- C.1.5.** All proposals and related documents to the response are public record under the freedom of information act and Oklahoma open records act regarding public access to such documents. **Submission by fax is not acceptable.**
- C.1.6.** Submit package to:

OKLAHOMA STATE DEPARTMENT OF HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE SERVICE
ATTN: AMBER MANGHAM
1000 NE 10TH STREET RM 414
OKLAHOMA CITY, OKLAHOMA 73117-1299

Questions regarding this RFGP should be addressed to the OSDH Contract Monitor (Amber Mangham) and the OSDH Medical Response System Coordinator -Plan Technical Expert (Mike Abla).

Amber Mangham, Contract Monitor
Emergency Preparedness and Response Service
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
(405)271-0900
amberm@health.ok.gov

or

Mike Abla, Medical Response System Coordinator
Emergency Preparedness and Response Service
1000 N.E.10th Street
Oklahoma City, OK 73117-1299
(405)271-0900
mikea@health.ok.gov

SUBMISSIONS ARE DUE BY COB AUGUST 31, 2011

- C.1.8.** Proposals will be considered ineligible for submission and will not be reviewed if any of the following conditions occur:
- C.1.8.1.** Proposal **was not submitted** by the stated deadline.

- C.1.8.2. Proposal does not include **the entire and completed** RFGP proposal package.
- C.1.8.3. Proposal **does not comply** with all of the requirements of the RFGP process and solicitation.
- C.1.9 This RFGP is from the Oklahoma State Department of Health, hereinafter referred to as OSDH. Applicants, by submitting their responses to this RFGP, agree to comply with all terms and conditions contained herein.

Upon award, the RFGP document, the Applicant's response, and the purchase order will become a contract between Applicant and the OSDH
- C.1.10. This RFGP is a contract for delivery of services and shall not be considered an employment contract. All terms and conditions herein become the contract between OSDH and the Applicant.
- C.1.11. The Applicant agrees to comply with all of these terms and conditions.
The Applicant understands and agrees that when any term and/or condition contained within this contract is, or becomes, applicable to the Applicant's and/or employees, the Applicant agrees to ensure that its officers and employees, (collectively "organization") abide by the terms and/or condition applicable to organization.
- C.1.12. This contract is a sub-grant from the Oklahoma State Department of Health to the Applicant for the purpose of accomplishing the guiding principles of the grant awarded by U.S. Department of Health And Human Services (HHS) to the OSDH. The proceeds under this sub-grant are considered custodial funds of the HHS and are subject to the provisions of 45 CFR Part 92.
- C.1.13. The Applicant may purchase equipment with proceeds from this sub-grant, or payments made to the Applicant for development and implementation to ensure that the Emergency Operations Plan is operational. All equipment purchased shall be subject to the provisions of 45 CFR 92, 45 CFR 74 and FAR 31.5. As specified under the Federal guidelines, title to equipment acquired under this grant will vest upon acquisition in the grantee or sub-grantee respectively. Title to equipment purchased under this contract will vest with the Applicant. The Applicant shall be responsible for ongoing maintenance and disposition of any equipment purchased and should be aware of the requirements contained in 45 CFR 92, 45 CFR 74 and FAR 31.5 for maintenance and disposition of equipment purchased or paid for with proceeds from this sub-grant.

C.2. RFGP Mandatory Submission Requirements:

Proposal submissions must follow the outline provided in the funding request survey.

The RFGP package must include the following:

C.2.1. Completed Funding Request in order to be considered for award. (Attachment B)

C.2.2. Completed and signed Non-Collusion Certification (Attachment D)

****OSDH reserves the right to select all, part or none of the proposed activities and budget expenses when making final awards.**

D. EVALUATION

D.1. RFGP Evaluation Criteria:

Emergency Preparedness and Response Services (EPRS) will develop a list of approved items for payment based upon the number of proposals received and in accordance with the State and Federal guidelines and requirements.

The Emergency Preparedness and Response Service will assemble a multi-disciplinary review committee to evaluate the grant proposals based on the criteria outlined in the RFGP. The

evaluators will sign Conflict of Interest and Non-Disclosure Statement prior to evaluating the proposals.

The evaluation committee will make recommendations to the EPRS Service Chief on the level of funding for each proposal.

The EPRS Service Chief will review the recommendations and approve or disapprove the participation and level of funding for each proposal.

The intent of the Federal Hospital Preparedness Program (HPP) is to provide funding to all qualified entities provided the proposals meet the Federal and State program specified requirements.

The intent of the OSDH is to award funding to all proposals, provided the proposals meet the required guidelines of the RFGP and the RFGP evaluation criteria. OSDH reserves the right to disallow single or multiple work activities and the related proposed budget based on availability of funds and reasonableness of the activity. Disallowance of one or more activities and budget line items will not necessarily result in rejection of the entire proposal. The overall intent is to fund as many reasonable proposals as possible in order to maximize the preparedness level of the Oklahoma Medical System.

The RFGP will be evaluated upon the following, in order of importance:

- If the Applicant is a licensed hospital (including critical access hospitals, rehabilitation hospitals, and psychiatric hospitals).
- For how many beds the hospital is licensed.
- Whether a hospital has previously participated in the HPP grant.
- Whether requested items are compatible with expanding surge capacity, and/or expanding or refining funded sub-capabilities as defined by grant guidance.
- Items that have been determined to be incompatible with expanding surge capacity, and/or expanding or refining funded sub-capabilities as defined by grant guidance will be disregarded.
- The synopsis/justification of items requested.
- The amount of available funding per capability.

E. ATTACHMENTS

- **ATTACHMENT A, TOBACCO FREE POLICY**
- **ATTACHMENT B, HPP JUSTIFICATION REQUEST**
- **ATTACHMENT C, HPP SUB-CAPABILITIES**
- **ATTACHMENT D, NON-COLLUSION CERTIFICATION**
- **ATTACHMENT E, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA) REPORTING FORM**

Attachment A

OKLAHOMA STATE DEPARTMENT OF HEALTH ADMINISTRATIVE PROCEDURES MANUAL

TITLE: Tobacco-Free Policy
RESPONSIBLE SERVICE: Administration
APPROVED: _____
Number: 1-8
Re-issued: September 2001
Revises: 1-8, September 2000

APPROVED: _____
Leslie M. Beitsch, M.D., J.D.
Commissioner of Health and
State Health Officer

OBJECTIVE: To eliminate all tobacco use indoors and outdoors on the premises of all Oklahoma State Department of Health facilities including County Health Departments, in state vehicles used for OSDH business, and by OSDH personnel providing services in clients' homes.

BACKGROUND: Tobacco use is Oklahoma's leading preventable cause of death, and exposure of nonsmokers to secondhand smoke is the third leading preventable cause of death. Reduction of smoking and other forms of tobacco use and protection of the public from involuntary exposure to secondhand smoke are among the top priorities of the Oklahoma State Department of Health as outlined in recent annual State of the State's Health Reports.

This policy is to help reduce tobacco use among this Department's employees and throughout Oklahoma, and it is not intended to be punitive towards any OSDH employees. The Oklahoma State Department of Health is committed to encouraging and providing support to any OSDH employee who wishes to engage in a tobacco dependency treatment program, within the Department's available resources.

The Oklahoma State Department of Health strives to be a leader in protecting the health of our employees and everyone visiting our facilities and to set a good example through the conduct of our personnel by adopting the following tobacco-free policy:

Attachment A

- PROCEDURE:
1. The use of tobacco products shall be prohibited throughout all indoor and outdoor areas of premises under the control of the Oklahoma State Department of Health, in all vehicles on those premises, and in state vehicles in use for OSDH business anywhere.
 2. This policy applies to all employees, clients, visitors and others on business at all Oklahoma State Department of Health premises.
 3. The Central Office and each County Health Department or other facility shall identify the boundaries of its premises, post this information for public reference, and provide notice of this policy with appropriate signage, including signs at the entrances to the properties and/or other locations as needed.
 4. County Health Departments and other facilities that share a building with other offices shall eliminate tobacco use in their offices and from all the indoor and outdoor premises under their control. They shall encourage tobacco-free policies for all tenants and throughout the entire premises.
 5. Tobacco product receptacles shall be removed from the premises, including any ash cans near entryways.
 6. OSDH employees shall not use tobacco products while providing services in clients' homes.
 7. To the extent allowed by Oklahoma law, contracts to provide services to the public on behalf of OSDH entered into on or after the effective date of this policy shall require Applicants to follow the tobacco-free policy of OSDH in performance of services for OSDH.
 8. Violation of this policy by an OSDH employee shall be cause for management/supervisor intervention and may result in corrective or disciplinary action in accordance with the OSDH Administrative Procedures Manual and state personnel rules.
 9. This policy shall be effective January 1, 2002.

HPP Funding Request

CONTACT INFORMATION

(IN ORDER TO BE ELIGIBLE FOR FUNDING, YOU MUST SUPPLY CONTACT INFORMATION FOR THREE {3} INDIVIDUALS WITHIN YOUR HOSPITAL THAT CAN BE CONTACTED REGARDING THIS FUNDING REQUEST AT ANY TIME. THESE CONTACTS NEED TO STAY CURRENT.)

FACILITY NAME:

FACILITY ADDRESS:

MAILING ADDRESS:

#1 PERSON COMPLETING RFGP:

CONTACT PERSON'S TITLE:

PHONE NUMBER:

EMAIL:

2 CONTACT PERSON'S NAME:

CONTACT PERSON'S TITLE:

PHONE NUMBER:

EMAIL:

3 CONTACT PERSON'S NAME:

CONTACT PERSON'S TITLE:

PHONE NUMBER:

EMAIL:

SIGNATURE & TITLE

DATE

FEI NUMBER

DUNS NUMBER

TOP 5 HAZARDS AS IDENTIFIED BY HVA:

1.)

2.)

3.)

4.)

5.)

Attachment B

HPP JUSTIFICATION Request con't Proposed Activities and Justification instructions

THIS DOCUMENT MUST BE COMPLETED IN ITS ENTIRETY IN ORDER TO BE CONSIDERED RESPONSIVE.

Provide a synopsis of the proposed project that addresses preparedness plan development /enhancement including:

- a) The methodology to be used in developing and implementing plans and community, regional and state partners that will need to be engaged in the planning process.*
- b) The current status of all Tier I Sub-Capabilities and any Tier II Sub-Capabilities to be addressed with this funding, and the desired outcome to be achieved with this funding.*
- c) A budget justification that specifically describes how each item will support the achievement of the proposed capabilities.*
- d) This request is for budgetary and justification purposes. Any equipment purchased must support the implementation of the EOP. Payments will be made based upon the percentage of completion for each awarded capability and not the actual costs incurred.*
- e) NO ITEM OF EQUIPMENT WITH A PURCHASE PRICE OF OVER **\$4,999.99** (INCLUDING SHIPPING AND TAX, IF APPLICABLE) WILL BE FUNDED.*
- f) The budget justification must clearly describe each cost element and explain how each cost contributes to meeting the projects goals/objectives.*
- g) Please include how the hospital will incorporate testing of these capabilities into the existing drill and exercise program.*
- h) In order to receive funding for any Sub-Capabilities, submission of HPP Assessment Tool and submission of all Tier I plans (Interoperable Communications, Medical Evacuation/Shelter-In-Place, and Fatality Management) is required.*
- i) When entering amounts please include the shipping/handling and taxes in the total requested amount.*

In order to receive funding for any Sub-Capabilities, submission of HPP Assessment Tool and submission of all Tier I plans (Interoperable Communications, Medical Evacuation/Shelter-In-Place, and Fatality Management) is required.

Attachment B

Telecommunications Service Priority (TSP) is a program that authorizes national security and emergency preparedness (NS/EP) organizations to receive priority treatment for vital voice and data circuits or other telecommunications services. As a result of hurricanes, floods, earthquakes, and other natural or man-made disasters, telecommunications service vendors frequently experience a surge in requests for new services and requirements to restore existing services. The TSP Program provides service vendors a Federal Communications Commission (FCC) mandate to prioritize requests by identifying those services critical to NS/EP. A TSP assignment ensures that it will receive priority attention by the service vendor before any non-TSP service. Hospitals are permitted to participate in the TSP program as part of the availability to “Public Health, safety, and Maintenance of Law and Order” eligibility.

Would your hospital like to receive funding for (1) telephone line to be enrolled in the TSP program? If yes, please include on the Interoperable Communications budget.

YES

NO

The Government Emergency Telecommunications Service (GETS) is a White House-directed emergency phone service provided by the National Communications System (NCS) in the Office of Cyber security and Communications Division, National Protection and Programs Directorate, Department of Homeland Security. GETS supports Federal, State, local, and tribal government, industry, and non-governmental organization (NGO) personnel in performing their National Security and Emergency Preparedness (NS/EP) missions. GETS provides emergency access and priority processing in the local and long distance segments of the Public Switched Telephone Network (PSTN). It is intended to be used in an emergency or crisis situation when the PSTN is congested and the probability of completing a call over normal or other alternate telecommunication means has significantly decreased. Hospitals are permitted to participate in the GETS program as part of the availability to “Public Health, safety, and Maintenance of Law and Order” eligibility.

Would your hospital like to receive funding for (1) telephone line to be enrolled in the GETS program?

YES

NO

Attachment B

Please provide an overview of the participating hospitals current status related to the 14 NIMS implementation activities.

1. Has your hospital adopted the Incident Command Structure (ICS) for handling emergency events? (Adoption 1: Adopt NIMS throughout the healthcare organization)

Achieved **In Progress** **Status Unknown**

2. Your contract was awarded to your hospital based on the hospital working towards NIMS implementation. If your facility has achieved NIMS implementation, please mark achieved; otherwise it should read In Progress. (Adoption 2: Awards support NIMS Implementation)

Achieved **In Progress** **Status Unknown**

3. Has your hospital revised and updated EOPs, SOP, and SOGs to incorporate NIMS and National Response Framework components, principles and policies, to include planning, training response, exercises, equipment, evaluation and corrective actions?
(Preparedness: Planning: Revise Emergency Operation Plans (EOP's), Standard Operating Procedures (SOPs), SOGs, National Response Framework (NRF))

Achieved **In Progress** **Status Unknown**

4. Does your hospital participate in interagency mutual aid and/or assistance agreements, to include agreements with public and private sector and nongovernmental organizations?(Preparedness: Planning: Mutual aid and/or assistance agreements)

Achieved **In Progress** **Status Unknown**

5. Has your hospital identified and trained hospital staff in IS100, IS200 and IS700?
(Preparedness: Training: IS100, IS200 and IS700)

Achieved **In Progress** **Status Unknown**

6. Has your hospital identified and trained hospital staff in IS800/800B?
(Preparedness: Training: IS800/800B)

Achieved **In Progress** **Status Unknown**

Attachment B

7. Does your hospital promote NIMS concepts and principles into all organization-related training and exercises and demonstrate the use of NIMS principles and ICS Management structure in training and exercises? (Preparedness: Training: Promote NIMS)

Achieved **In Progress** **Status Unknown**

8. Does your hospital promote and ensure that equipment, communication, and data interoperability are incorporated into the health care organization's acquisition programs? (Communication and Information Management: Equipment, communications, and data interoperability)

Achieved **In Progress** **Status Unknown**

9. Does your hospital apply common and consistent terminology as promoted in NIMS, including the establishment of plain language communications standards? (Communication and Information Management: Common and consistent terminology)

Achieved **In Progress** **Status Unknown**

10. Does your hospital use systems, tools, processes that facilitate the collection and distribution of consistent and accurate information during an incident or event? (Communication and Information Management: Collection and distribution of consistent and accurate information)

Achieved **In Progress** **Status Unknown**

11. Does your hospital manage all emergency incidents, exercises, and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS? (Command and Management: ICS Organizational Structure)

Achieved **In Progress** **Status Unknown**

12. Does your hospital consistently include the application of Incident Action Planning and common communications plans when you implement ICS? (Command and Management: Incident Action Plan (IAP))

Achieved **In Progress** **Status Unknown**

Attachment B

13. Has your hospital adopted the principle of Public Information, facilitated by the use of the Joint Information System and Joint Information Center during an incident or event? (Command and Management: Joint Information Center (JIC) and Joint Information System (JIS))

Achieved

In Progress

Status Unknown

14. Does your hospital ensure that Public Information procedures and processes gather, verify, coordinate and disseminate information during an incident or event? (Command and Management: Public Information Systems)

Achieved

In Progress

Status Unknown

HPP Overarching Requirements and Sub-Capabilities

It is the intent of this Attachment to provide a basic template for development of Annexes to new or existing hospital Emergency Operations Plans (EOP) related to the 1 Overarching Requirement and 9 critical capabilities. Applicants are not required to adopt this template as presented; however, the critical components contained in this template must be addressed in the final EOP annex's developed by the Applicant. Applicants are encouraged to look beyond these critical components, and to tailor their EOP to the needs of the hospital.

All HPP Contracted Hospitals must submit Interoperable Communications Plan, Medical Evacuation/Shelter-in-Place Plan, Fatality Management Plan, and a completed HPP Assessment Tool for these Plans by June 30, 2012 to receive any HPP Funding. In addition, all HPP Contracted Hospitals are reminded that they are obligated to respond to HPP Surveys and any other HPP information requests.

1) NIMS Compliance (Overarching Requirements)

Minimum compliance level is to be attested compliance with all 14 elements of the National Incident Management System (NIMS).

2) Interoperable Communications Plan

Minimum Critical Components to be addressed in Plan:

- 2.1 Community Interoperable Communications System
 - Overview of current community interoperable communication systems
 - Contact number(s) and radio frequencies for local or county emergency management
 - Contact number(s) and radio frequencies for local emergency medical services provider
 - Contact number(s) and radio frequencies for local law enforcement
 - Contact number(s) for local or county Health Department
 - Contact number(s) for OSDH EPRS
 - Contact number(s) for Regional MERC or for OSDH EPRS Multi-Agency Coordinator (Regions 2 and 4)
- 2.2 Hospital Interoperable Communications Plan
 - Overview of how hospital communications system will integrate with existing community communications system.
- 2.3 Communication with External Partners (in the event that EOP, Medical Evacuation, Shelter-In-Place, or Fatality Management plans are activated, the following shall be notified:)
 - Local EMS
 - Metropolitan/Regional Medical Response System (M/RMRS)/OSDH EPRS Regional Multi-Agency Coordinator (MAC) (Regions 2 and 4)
 - Other as Applicable

Be aware of additional Communication System Testing and documentation requirements which must be exercised/recorded by June 30, 2012)

Attachment C

- **Demonstration of dedicated, redundant communications capability during an exercise or event, as evidenced by exercise evaluations or after action reports. Participation in State Interoperable Communication Drill to be held during 1st quarter of 2012**
- **Demonstration of sustained 2-way communications capability with local EOC and Tier 2 (local community) partners, as evidenced by exercise evaluations or after action reports.**
- **Recording of the number of hours that hospital tested sustained 2-way communications.**
- **List of Tier 2 partners involved in sustained 2-way communication test.**

3) **Bed Reporting**

Minimum reporting threshold is to be 85% of all OSDH requested bed reporting through EMResource, including daily bed reporting, drills, events, and emergencies. *Advanced* reporting threshold is to be 92% of all OSDH requested bed reporting through EMResource, including daily bed reporting, drills, events, and emergencies.

4) **Medical Evacuation/Shelter-in-Place Plan Development**

All Hospitals receiving funding through the grant must conduct or participate in an exercise of this Sub-Capability.

Minimum Critical Components to be addressed in Plan:

- 4.1 Scope of Evacuation
 - 4.1.1 Single Unit/Floor
 - 4.1.2 Partial Facility
 - 4.1.3 Full Facility
- 4.2 Facility Issues
 - 4.2.1 Staging Area(s)
 - 4.2.2 Alternative Care Sites
 - Location of on campus alternative care site(s)
 - Location of off campus alternative care site(s)
- 4.3 People Issues
 - 4.3.1 Patients
 - Patient Prioritizing System
 - Patient Tracking System
 - Medical Records and Information
 - Medications
 - Transportation
 - **Provision of care for At-Risk populations**
 - 4.3.2 Visitors
 - 4.3.3 Staff
 - Disposition of staff in the event of evacuation
 - Tracking of staff in the event of evacuation
 - Strategies to enhance staffing in the event of a disaster or emergency (postponement of elective procedures, transportation, location, compensation, etc.)
- 4.4 Support Service Issues

Attachment C

- 4.4.1 Telecommunication for relocated areas
- 4.4.2 Supplies and Equipment
- 4.4.3 Security
- 4.4.4 Notification of and coordination with External Partners if plan is activated
 - EMS
 - Other Medical Transport Providers
 - M/RMRS or Regional MAC
 - Emergency Management
 - Other (hospitals, clinics, MRC, etc.)

5) Hospital Fatality Management Plan Development

Minimum Critical Components to be addressed in Plan:

- 5.1 Current hospital capacity for care of deceased persons
- 5.2 Alternative climate controlled location(s) for storage of deceased persons and capacity for stated location(s)
- 5.3 Locations at the hospital capable of supporting refrigerated trucks.
- 5.4 Coordination with M/RMRS partners or Regional MAC, local health officials and medical examiner (include or make available contact number for Office of the Chief Medical Examiner)
- 5.5 Participate in State Fatality Management drill to be held in 1st quarter 2012
- 5.6 Incorporate final version of Oklahoma Mass Fatality Management Packaging Process as approved by the Oklahoma state Office of the Chief Medical Examiner into hospital Fatality Management Plan

6) Partnership/Coalition Development

- 6.1 Maintain RMPG membership as evidenced by attending 50% or more of scheduled RMPG meetings for Region
- 6.3 Participate in Regional Hospital MOU
- 6.4 Participate in State interoperable communications drill, State fatality management drill, and State MOU Drill to be held in 1st quarter 2012
- 6.5 Submit evidence of partnership building efforts with local Tier II and III partners in the form of signature sheets from at least four (4) meetings or conferences held between July 1, 2011 and June 30, 2012. These signature sheets should represent attendance by a member of the hospital staff responsible for input into the preparedness planning process for the hospital and at least one local Tier II or III partner. If signature sheets are not available, copies of minutes and agendas from the meetings or conferences may be substituted.

Submit a summary of Partnership/Coalition Development efforts for this budget period to include at a minimum discussion of MOUs, joint exercises, planning meetings (not including RMPG meetings), community planning, etc.

7) Alternate Care Sites

Minimum Critical Components to be addressed in Plan:

- 7.1 On-campus
 - 7.1.1 Supplies (including specifically any supplies funded by HPP)
 - 7.1.2 Equipment (including specifically any equipment funded by HPP)
 - 7.1.3 Location for storage of supplies and equipment
 - 7.1.4 Personnel (provision for staffing on campus alternate care site)
 - 7.1.5 Support Services

Attachment C

- 7.1.6 Location of on campus alternate cares site(s)
- 7.1.7 Notification of MMRS or Regional MAC if plan is activated
- 7.1.8 Provision of care for At-Risk Populations**
- 7.2 Off-Campus
 - 7.2.1 Supplies (including specifically any supplies funded by HPP)
 - 7.2.2 Equipment (including specifically any equipment funded by HPP)
 - 7.2.3 Location for storage of supplies and equipment
 - 7.2.4 Personnel (provision for staffing off campus alternate care site)
 - 7.2.5 Support Services
 - 7.2.6 Location of off campus alternate care site(s)
 - 7.2.5 Notification of MMRS or Regional MAC if plan is activated
 - 7.2.6 **Provision of care for At-Risk Populations**

Be aware that additional reporting of data will be required of hospitals receiving funding for Alternate Care Sites. This will include, but not be limited to:

- **Location of ACS**
- **Number of beds**
- **Level of care to be provided or types of patients that can be taken care of**
- **Summary of plans for staffing, supply and re-supply of sites**

8) Pharmaceutical Caches

Minimum Critical Components to be addressed in Plan:

- 8.1 Amount of antibiotic that can be rotated through facility before ordinary expiration of antibiotic.
- 8.2 Criteria for release of antibiotics
- 8.3 Contingency plan for access to cache
- 8.4 Designation of emergency contacts that will have access to the cache
- 8.5 Notification of MMRS or MAC if plan is activated

Antibiotic drugs for prophylaxis and post-exposure prophylaxis to biological agents for at least three days will be considered for funding during this grant cycle.

9) Personal Protective Equipment (PPE)

All Hospitals receiving funding through the grant for this Sub-Capability must conduct or participate in an exercise of this Sub-Capability.

Minimum Critical Components to be addressed in Plan:

- 9.1 Criteria for use of PPE cache
- 9.2 Minimum level of PPE required for HVA based scenarios
- 9.3 Contingency plan for access to cache
- 9.4 Designation of emergency contacts that will have access to the cache
- 9.5 Notification of MMRS or MAC if plan is activated

10) Decontamination (*Funding maintenance/refinement efforts for existing decontamination equipped hospitals.*)

All Hospitals receiving funding through the grant for this Sub-Capability must conduct or participate in an exercise of this Sub-Capability.

Minimum Critical Components to be addressed in Plan:

Attachment C

- 10.1 Integration of decontamination efforts with other local, regional, and State efforts
- 10.2 Location for climate controlled storage of Decontamination equipment
- 10.3 Notification of MMRS or MAC if plan is activated
- 10.4 Training for necessary staff to operate Decontamination equipment
 - How many staff will be trained
 - How often will training occur
 - How will staff turnover be accounted for in training for and operation of decontamination
 - Minimal training levels required for operation of decontamination equipment

Be aware that all hospitals participating in the HPP Program will be required to report decontamination capabilities. This will include, but not be limited to:

- Number of ambulatory patients able to be decontaminated per hour
- Number of non-ambulatory patients able to be decontaminated per hour.

Attachment D



**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 #: _____

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

Federal Funding Accountability and Transparency Act of 2006 (FFATA)
Reporting Requirements

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

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

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

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

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

Name: *Name of the organization*

DBA Name: *Organization’s “doing business as “name.*

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

Parent DUNS number: *parent organization DUNS number.*

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

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

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

Attachment E

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

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

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

Authorized Official *Title* *Date*

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