



Solicitation Cover Page

1. Solicitation #: 3400001660

2. Solicitation Issue Date: 10/3/19

3. Brief Description of Requirement:

To support and provide quality assurance and process improvement through root cause analysis and quality improvement support for Nursing facility, skilled nursing facility, or dually-participating skilled nursing facilities that have high level of deficiency citations, high frequency of deficiency citations, recurring deficiency citations, and/or poor performance quality measures as reported to the CMS national Minimum Data Set 3.0.

The objective is to identify a Supplier, or multiple Suppliers, with the capability to offer evidence-based interventions and services that benefit, protect or improve nursing home services for residents of nursing facilities, skilled nursing facilities, and dually-certified skilled nursing facilities, in accordance with CMS requirements.

4. Response Due Date¹: 12/5/19

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address: 5005 N Lincoln Blvd

OKC, OK 73105

Common Carrier Delivery Address: 5005 N Lincoln Blvd

OKC, OK 73105

Electronic Submission Address: N/A

6. Solicitation Type (type "X" at one below):

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

7. Contracting Officer:

Name: Richard Williams
 Phone: 405-522-1040
 Email: Richard.Williams@omes.ok.gov

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

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



Responding Bidder Information

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

1. **RE: Solicitation #** 3400001660

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

YES - Filing Number: _____

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

6. **Workers' Compensation Insurance Coverage:**

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

YES – Include with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title



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

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

Agency Name: Oklahoma State Department of Health Agency Number: 340

Solicitation or Purchase Order #: 3400001660

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, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due

date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §

85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

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

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

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

A.11. Manufacturers' Name and Approved Equivalent

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

A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling,

shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

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

A.27. Employment Relationship

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

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Contract Period:

- B.1.1. This Contract will begin ninety (90) days after the award is made or February 1, 2020 whichever is later. The contract will terminate one (1) year later or January 31, 2021, whichever is later.
- B.1.2. This Contract shall include an option to renew for up to two (2) additional one (1) year periods with each year's approval contingent upon performance and authorization by Centers for Medicare & Medicaid Services (CMS).
- B.1.3. This contract shall not take effect and no services may be provided until the Oklahoma State Department of Health (OSDH) has in its possession a copy containing original signatures of both parties and a purchase order has been issued. No services shall be provided prior to the effective date.

B.2. 90 Day Extension

The State may extend the term of this contract for up to ninety (90) day intervals if mutually agreed upon by both parties in writing.

B.3. B.3. Indefinite Quantity

This Contract is for an indefinite quantity and the State may, or may not buy the quantity mentioned in the contract.

B.4. B.4. Definitions:

The following terms used in the RFP will, unless the context suggests otherwise, have the meaning set forth below.

- B.4.1. RFP – Request for Proposal
- B.4.2. CMS – Centers for Medicare & Medicaid Services
- B.4.3. CMP – Civil Money Penalty when in reference to CMS; Civil Monetary Penalty Revolving Fund when in reference to State of Oklahoma statutes.
- B.4.4. OMES/CP – The Oklahoma Office of Management and Enterprise Services, Central Purchasing Division
- B.4.5. OSDH – Oklahoma State Department of Health
- B.4.6. Nursing Home – Nursing facility (NF), skilled nursing facility (SNF), or dually- participating skilled nursing facilities (SNF)
- B.4.7. Secretary – Secretary of the U.S. Department of Health and Human Services

B.5. Terms and Conditions

All terms and conditions herein become the contract between the OSDH and the Supplier. The Supplier agrees to comply with all of these terms and conditions. Supplier understands and agrees that 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 its officers and employees (collectively, "organization") abide by the terms and/or condition applicable to organization.

B.6. Mandatory Vendor Registration for Contract Award (In Addition to Section A.15.3):

- B.6.1. Acquisitions issued by agencies under the authority of Title 74 require vendors to register with Central Purchasing prior to award. Vendors will not be required to register to submit a bid response but will be required to register prior to being awarded a contract and renew their registration prior to each renewal of an award.
- B.6.2. Vendors pending contract award to a bid released by the Central Purchasing Division or other Oklahoma state agency MUST register with the state.

Online Registration: <https://www.ok.gov/dcs/vendors2/app/index.php>

- B.6.2.1. Pursuant to 74 O.S. § 85.33.B: A vendor may register with the Central Purchasing Division to be placed on the Supplier List for bid notification.
- B.6.2.2. Registration entitles a supplier to receive all bid notices for the commodity classes specified by the vendor in the registration process for a period of one year.
- B.6.2.3. The Vendor Registration fee is **\$25 for EACH** family code for which the vendor desires registration.
- B.6.2.4. The following items describe information requested by the vendor registration application. To expedite the application process, vendors are encouraged to have the information readily available prior to beginning the registration application. If your company is not currently transacting business in the State of Oklahoma, you may not have some of the items listed. However, any vendor selected for award of a contract with the state of Oklahoma must meet the requirements prior to the issuance of a purchase order.

- B.6.2.5.** E-mail address - if possible, we encourage all vendors to create a central e-mail address, to which all state bidding e-mail correspondence can be sent. A central e-mail for your organization will assure personnel changes or employee absences do not inhibit your ability to receive timely notifications of State bidding opportunities.
- B.6.2.6.** An Oklahoma Sales Tax Permit Number and its Expiration Date or explanation of the exemption status (FAQs)
- B.6.2.7.** An Oklahoma Secretary of State Filing Number, or explanation of the exemption status (www.sos.ok.gov or 405-521-3911)
- B.6.2.8.** A Workers Compensation Insurance Certificate (PDF file) or explanation of the exemption status (FAQs)
 - B.6.2.8.** Vendors must complete all 12 steps of the registration application, which require business information about your company, a substitute W-9 form and designation of the commodity codes/classifications your company is interested in. We recommend vendors search UNSPSC Website Code Posting to identify the applicable commodity codes prior to beginning the registration application. However, you will have the option to select and deselect a family, class and commodity during the online registration process before finalizing your application.
 - B.6.2.9.** Payment information related to a bank checking account (example), or VISA, MasterCard or American Express credit card. All payments are made through an encrypted secure server and payment information is not stored after a transaction. You will receive confirmation after your registration is validated and approved by the Vendor Registration Officer.
- B.6.3.** Note to Vendors: The State of Oklahoma does NOT provide legal advice regarding exemptions from Sales Tax Permit, Secretary of State, and Workers Compensation Insurance registrations.

B.7. Addendums, Unavailability or Redirection of Funding and Cancellation:

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 Supplier by certified mail or by email and send notification of such changes to the Supplier upon making such changes. The OSDH shall be the final authority as to the availability or redirection of funds. The effective date of such contract termination, increase or reduction shall be specified in the notice. All other modifications or amendments to this contract shall be in writing, dated and executed by both the Supplier and the OSDH and must receive final approval by the Office of Management and Enterprise Systems. In the event of a reduction, the Supplier may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. With exception of the above, 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 or by email to the designed Contact Person. In the event this contract is canceled by either party, the OSDH shall be responsible for reimbursement for goods or services received or provided prior to cancellation date. In the event this contract is cancelled under this section, Supplier agrees to take all reasonable steps to minimize termination costs. The OSDH agrees to reimburse Supplier 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. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

B.8. B.8. Assignment and Delegation:

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

B.9. Audit Requirements:

- B.9.1.** Suppliers expending federal funds from all funding sources in excess of the threshold established in 2 CFR Part 200.501 shall be required to have a single audit or a program-specific audit conducted in accordance with 2 CFR Part 200, Subpart F. Audit costs may not be charged to any OSDH contracts when no audit has been performed, or has not been prepared in accordance with this requirement.
- B.9.2.** Suppliers that are required to have an audit conducted for compliance with 2 CFR Part 200.501 shall submit to the Federal clearinghouse (FAC) a single copy of the data collection form and the reporting package as required by 2 CFR Part 200.512 within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. If an independent audit is not posted in the required time, or there have been findings, the OSDH will have the option to consider taking action under the Failure to Comply (Section B.19.) clause of this contract.

- B.9.3.** If the Supplier is a tribal entity, and has chosen to opt out of audit report submission pursuant to 2 CFR §200.512, the Supplier shall submit a copy of the audit report in paper or electronic form to:

Oklahoma State Department of Health
Internal Audit Unit
1000 NE 10th St.
Oklahoma City, OK 73117-1299

B.10. Binding Effect

This Contract shall be binding upon and inure to the benefit of the STATE and the SUPPLIER and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

B.11. Contract Monitoring Plan:

- B.11.1.** This contract will be monitored by the OSDH based on the completion of a Risk Assessment process. Information related to programmatic requirements, the contract specifications, and responses to the Sub-recipient Supplier's Questionnaire (Attachment B) will be utilized to complete a Risk Assessment Tool. The Risk Assessment Tool will be used to determine the level of risk associated with the Contract. A Contract Monitoring Plan and a Contract Administration Plan will be developed to define the activities and level of monitoring and administration that will be required during the contract period. Typical monitoring activities include Supplier site visits, review of contractually required reports, invoice review, invoice validation, and verification of licensure and/or insurance requirements, etc. The level of risk assigned to the contract shall determine the frequency and type of activity within a Contract Monitoring Plan and/or a Contract Administration Plan. The Contract Monitoring and/or Contract Administration Plan may be updated periodically as determined by the OSDH throughout the contract period. Upon development of the Contract Monitoring Plan and Contract Administration Plan, the OSDH will provide a copy of each to the Supplier.
- B.11.2.** 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 will be given upon award.

B.12. Covenant against Contingent Fees

The SUPPLIER warrants that it has not employed or retained any company or person specifically to solicit or secure this Contract, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the STATE shall have the right to annul this Contract without liability, or at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

B.13. Dispute Resolution

Any dispute concerning the question of fact in connection with the work, not disposed of by the contract between the parties hereto, shall be referred to the STATE agency that initially awarded this contract (e.g., Office of Management and Enterprise Services). The decision of the administrator of said agency, or his/her duly authorized representatives, shall be final and conclusive on the parties to this contract.

B.14. Disclosures Regarding Lobbyist

- B.14.1.** A vendor may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.
- B.14.2.** Any vendor using the services of a lobbyist to assist in obtaining a contract shall:
- B.14.2.1.** Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract
 - B.14.2.2.** Not bill or otherwise charge the State for such and
 - B.14.2.3.** Certify that no such costs were billed to the State.
 - B.14.2.4.** The name and address of each lobbyist or agent of the vendor, Supplier, sub-Supplier who communicated with a State employee about a proposal or potential proposal must be disclosed with proposal response.

B.15. Electronic Signatures/Execution in Counterparts

This document may be executed in counterparts, with each such copy considered an original. Facsimile/scanned and PDF signatures shall be accepted as original. Electronic signatures must be an authorized copy of the hand-written signature or created using a technology that allows the process of signature authentication to be validated. In all cases, the name of the authorized signatory shall be identified as visible on the document. Each party will be responsible for maintaining the security of its electronic signature technology and represents through submission of the signed document that the individual's signature is authorized and valid to bind the organization.

B.16. Entire Agreement:

This contract, including referenced attachments, represents all of 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.

B.17. Equipment and Other Purchases:

It is understood that no items of equipment, property or other capital purchases shall be reimbursed under the provisions of this contract unless specifically allowed in the attached line item budget. Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the Supplier for financial statement purposes, or \$5000, pursuant to 2 CFR Part 200.439. If equipment is allowed to be purchased by the Supplier, each purchase must be pre-approved by the OSDH, the Supplier must have an established inventory system compliant with 2 CFR Part 200.313. To be eligible for reimbursement under this contract, equipment must be utilized exclusively for purposes of this contract, and the Supplier must provide a written inventory report within thirty (30) days of the end of the applicable contract period including the information required by 2 CFR Part 200.313 to the OSDH Contract Monitor.

B.18. Event of Default:

In the event the Supplier 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 Supplier or may by written notice of default to the Supplier, cancel this contract. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Supplier shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Office of Enterprise and Management Services, Central Purchasing Division (OMES/CP). This is in addition to Section A.24.

B.19. Failure to Comply Statement:

In addition to Section A.29. the Supplier agrees that should it be in noncompliance, the OSDH may impose additional conditions as provided in 2 CFR §200.207; or, as provided in 2 CFR § 200.338, temporarily hold cash payments pending correction of the deficiency, disallow all or part of the cost of the activity or action not in compliance, suspend or terminate the contract in part or in whole, withhold further awards for the project or program, or take other remedies legally available. Compliance with the requirements shall be the responsibility of the Supplier, without reliance on or direction by the OSDH.

B.20. Federal Funding Accountability and Transparency Act of 2006 (FFATA):

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

B.21. Force Majeure:

The Supplier 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 Supplier.

B.22. Headings

Article headings used in the contract are inserted for convenience of reference only and shall not be deemed a part of this contract for any purpose.

B.23. Indirect Costs

- B.23.1.** Expenses that are not directly related and billed 100% to a particular funding source may be billed using either an indirect cost rate or a cost allocation plan. The Supplier may request reimbursement of indirect costs (IDC) not to exceed the total amount approved for IDC in the current approved line item budget. The Supplier shall bill for IDC costs based on their federally approved IDC rate, or the rate approved by the Supplier's cognizant agency.
- B.23.2.** If the Supplier does not have a negotiated IDC rate, the Supplier shall be required to submit a Cost Allocation Plan to OSDH for the reimbursement of any costs not directly allocable to a particular fund source.
- B.23.3.** This line item is to be based on the Supplier's approved federally negotiated IDC rate or the rate approved by the Supplier's cognizant entity responsible for negotiating the Supplier's IDC rate. If the Supplier does not have a negotiated IDC rate, the Supplier shall be required to submit a Cost Allocation Plan along with the required certification as outlined in 2 CFR Part 200.415(b) to OSDH explaining the allocation methods for reimbursement of any costs not directly allocable to a particular fund source.

B.24. Incorporation of Provisions

The SUPPLIER shall include the provisions of the ALL paragraphs of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The SUPPLIER shall take such action with respect to any subcontract or procurement as the STATE may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event the SUPPLIER becomes involved in, or is threatened with, litigation with a sub-Supplier or supplier as a result of such direction, the SUPPLIER may request the STATE to enter into such litigation to protect the interest of the STATE.

B.25. Invoicing and Payment (In addition to Section A.18.):

B.25.1. A properly completed invoice must be submitted within thirty (30) days of the end of the month in which services were delivered and include the following items:

B.25.1.1. Name, address and FEI number of the Supplier;

B.25.1.2. Invoice date;

B.25.1.3. Period covered by invoice;

B.25.1.4. Purchase order number

B.25.1.5. Any other data, reports, information or documentation required by other conditions of the contract;

B.25.1.6. Detail of the services provided and be in accordance with the terms and conditions of this agreement.

B.25.2. For invoices involving payment for the Supplier's time, the invoice must be signed and contain the following statement: By my signature I attest that this invoice is an accurate and true representation of my time in relation to the services provided to the OSDH.

B.25.3. The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH

Protective Health Services, Medical Facilities

CMP Fund Program

1000 NE 10TH Street

Oklahoma City, Oklahoma 73117-1299

CMP@health.ok.gov

B.25.4. The State of Oklahoma has forty-five (45) days from presentation of a proper invoice to issue payment to the Supplier.

B.25.5. To comply with 2 CFR § 200.415 (Required Certifications), invoices requesting payment must include a certification, signed by an official who is authorized to legally bind the Supplier, which reads as follows:

B.25.5.1. "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

B.25.6. The Supplier assures that all costs billed will be supported by documentation that will include, but not be limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization. The Supplier further assures that all billings will be based on actual costs incurred and paid.

B.25.7. If the Supplier 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 Supplier, the Supplier 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 Supplier.

B.26. Limited English Proficiency:

B.26.1. Where a significant number or proportion of the population eligible to be served or likely to be directly affected by a federally assisted program needs service or information in a language other than English in order to effectively be informed of or participate in the program, the Supplier 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.

- B.26.2.** An inability by the Supplier to provide the information in the appropriate language to a significant number or proportion of the population eligible to be served or likely to be directly affected by the program shall result in termination of the contract.

B.27. Mandatory Requirements:

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

B.28. Minor Deficiencies or Informalities

- B.28.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- B.28.2.** The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

B.29. Notices:

Notices under this contract shall be considered properly delivered when sent by certified mail to the business address of record or by email, delivery receipt requested, to the Contact Person identified in the contract.

B.30. Other Certifications:

The Supplier 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; Section 503 of Division F, Title V, of the FY12 Consolidated Appropriations Act; 41 U.S.C. 4712 and the National Defense Authorization Act (NDAA) for Fiscal year (FY) 2013; Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708); the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; mandatory standards and policies relating to energy efficiency as outlined in the State of Oklahoma's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201); 2 CFR § 200.112 (Conflict of Interest); 2 CFR §200.113 (Mandatory Disclosures); 2 CFR § 200.322 (Procurement of Recovered Materials); and, the Single Audit Act of 1984; as applicable.

B.31. Personnel Activity Reports:

The Supplier and any approved sub-Supplier shall maintain Personnel Activity Reports (PARs) on all employees reimbursed in whole or in part by this contract. PARs must be completed in accordance with the Federal Cost Principles applicable to the Supplier's specific entity type, i.e. State and Local Government, Non-Profit, Colleges and Universities, etc. (Suppliers may refer to 2 CFR Part 200.430, 45 CFR Part 75, 7 CFR Part 3016 to determine the applicable Federal Cost Principles, or as determined by the applicable Federal program guidance.) The above requirements will apply to all Suppliers regardless of the type of funds being reimbursed to the Supplier by the OSDH.

B.32. Privacy Clause:

The Supplier 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 Supplier without first obtaining such persons, patients, or clients expressed written consent therefore. Confidential information pertaining to any minor shall not be released to any person or party without the express written consent of a custodial parent, court appointed guardian, court authorized foster parent, or authorized self-consenting minor, subject however, to all applicable state and federal statutes, rules and regulations.

B.33. 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.

B.34. Promotional or Incentive Items:

- B.34.1.** Per 2 CFR Part 200.421, costs of promotional items and memorabilia, including models, gifts, and souvenirs are unallowable. Advertising costs for the purpose of program outreach and other specific purposes necessary to meet the requirements of the Federal award are allowable.
- B.34.2.** Incentive items may not be used to encourage an individual to participate in a program or survey by performing a specific task for the benefit of the OSDH program. The incentive item used for encouragement shall be given to the individual only after the individual has completed the task.

B.35. Protecting and Securing Protected Health Information:

Incorporated herein in its entirety, and made a part of this contract, is the attached Business Associate Agreement (Attachment C) signed between the Parties.

B.36. Statement of Responsibility and Liability:

- B.36.1.** The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act (51 O.S. §151 et seq.).
- B.36.2.** 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.
- B.36.3.** 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 severable liability.

B.37. Tobacco Free Policy:

Supplier, while performing the duties under this contract shall comply with the smoke free requirements on state property pursuant to 21 O.S. § 1247. For other tobacco products, including e-cigarettes, use of such products is prohibited pursuant to the Governor's Executive Orders 2012-01 and 2013-43.

B.38. Travel and Related Expenses:

If travel costs and related expenses are a part of the contract, such expenses must be compliant with 2 CFR Part 200.474. The Supplier's request for reimbursement shall be based on the organization's written travel policies. OSDH will monitor the travel-related expenses based on reasonableness (2 CFR Part 200.404) as compared to those rates authorized by the Federal Conus Rates published at the GSA Website located at <http://www.gsa.gov/portal/category/100000>. All out-of-state travel where reimbursement is requested must be pre-approved in writing by the OSDH. In addition, OSDH allowable travel costs must be directly related to the activities of the contract and therefore may require allocation of those costs to all programs benefitted based on an equitable allocation methodology.

B.39. Waiver of Breach:

No failure by the OSDH to enforce any provisions hereof after any event of default by the Supplier 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.

C. SOLICITATION SPECIFICATIONS

C.1. Purpose:

- C.1.1.** The Oklahoma State Department of Health (OSDH) is issuing this Request for Proposals (RFP) using funds from the Civil Monetary Penalty Revolving Fund, pursuant to 63 O.S. 2013, § 1-107.4, to support and provide quality assurance and process improvement through root cause analysis and quality improvement support for NF/SNF that have high level of deficiency citations, high frequency of deficiency citations, recurring deficiency citations, and/or poor performance quality measures as reported to the CMS national Minimum Data Set 3.0.
- C.1.2.** The objective is to identify a Supplier, or multiple Suppliers, with the capability to offer evidence-based interventions and services that benefit, protect or improve nursing home services for residents of nursing facilities, skilled nursing facilities, and dually-certified skilled nursing facilities, in accordance with CMS requirements.
- C.1.3.** The goal of the OSDH is to fund up to ten (10) projects through one (1) or more Suppliers that are knowledgeable, skilled, and capable of meeting the project's purpose in its area of expertise. For the first 12-month period, approximately two (2) million dollars will be made available to support up to ten (10) projects of varying amounts. Additional funds may be available for multi-year projects. Examples of projects include but are not limited to programs that address:
 - C.1.3.1.** Pressure Ulcers,
 - C.1.3.2.** Antipsychotic reduction,
 - C.1.3.3.** Education for nursing home providers about in/appropriate discharge policies,
 - C.1.3.4.** Formalizing a coalition to improve quality of care and quality of life in nursing homes,
 - C.1.3.5.** Single or regional statewide educational forums,
 - C.1.3.6.** Supporting nursing homes to create, test, and implement feasible emergency preparedness and evacuation plans which involve local stakeholders, and

- C.1.4.** Suppliers must meet all the requirements of a Qualified Organization, as described in the next sentence and Section C.4. Examples of Suppliers that could qualify for funding include, but are not limited to, consumer advocacy organizations, resident or family councils, professional or State nursing home associations, State Long-term Care Ombudsman programs, quality improvement organizations, and private contractors.

C.2. Background:

- C.2.1.** The OSDH serves as the State Survey Agency in Oklahoma under an agreement entered pursuant to Section 1864 of the Social Security Act between the State of Oklahoma and the Secretary of the U.S. Department of Health and Human Services. The OSDH surveys or inspects nursing facilities for compliance with requirements of the Medicare and Medicaid programs. As a result of information gathered during such surveys, the OSDH or Centers for Medicare & Medicaid Services (CMS) may find that the facilities are not in compliance with federal requirements. Civil Money Penalties (CMPs) are collected from nursing facilities (NFs), skilled nursing facilities (SNFs), and from dually-participating skilled nursing facilities (SNFs) that have failed to maintain compliance with Federal requirements. A portion of the funds is returned to States for use in activities for the protection and benefit of nursing home residents. By law, CMP funds cannot be used for any other purposes by States.
- C.2.2.** Sections 1819(h)(2)(B)(ii)(IV)(ff) and 1919(h)(3)(c)(ii)(IV)(ff) of the Social Security Act incorporates specific provisions pertaining to the collection and uses of CMPs imposed by CMS when nursing homes do not meet requirements for Long Term Care Facilities. Final amendments to the federal regulations implementing the uses of CMP funds by States were published March 18, 2011 in the Federal Register, Vol. 76, No. 53, p. 15127. The federal regulations may be found at 42 CFR 488.433 (10-1-2012 version). On March 11, 2011, CMS issued guidance regarding use of CMPs in a Survey and Certification Memorandum (Ref: S & C: 11-12-NH). Additionally, CMS on December 16, 2011 issued updated guidance in Survey and Certification Memorandum 12-13-NH (Attachment G).

C.3. Contract Expense:

The OSDH has a total of \$2,000,000.00 to make up to ten (10) awards. Payments will be made upon approval of valid invoice in accordance with the Invoice clause (Section B.25.) and the line item budget on the required state budget form.

C.4. Minimum Requirements:

CMS on December 16, 2011 issued updated guidance in a Survey and Certification Memorandum 12-13-NH (Attachment G). Examples of organizations that could qualify include, but are not limited to, consumer advocacy organizations, resident or family councils, professional or State nursing home associations, State Long-term Care Ombudsman programs, quality improvement organizations, private Suppliers, etc.

C.5. Scope of Work:

- C.5.1.** Qualified vendors will provide services to eight (8) or more SNF/NF to address one (1) or more of the following concerns identified by OSDH. Vendors are not required to address all concerns within a subheading; the subheadings are provided for informational purposes. Vendors may propose to address the concerns through educational activities or on-site consulting services.
- C.5.2.** Areas of Focus from: Long-Stay Quality Indicators from MDS 3.0 Areas of Focus From:
- C.5.2.1.** Residents Who Self-Report Moderate to Severe Pain
 - C.5.2.2.** Excess Weight Loss (L) Observed Percentage
 - C.5.2.3.** Residents with a Urinary Tract Infection
 - C.5.2.4.** SR Mod/Severe Pain (L) Observed Percentage
 - C.5.2.5.** Hi-Risk Pressure Ulcer (L) Observed Percentage
 - C.5.2.6.** Increase ADL Help (L) Observed Percentage
 - C.5.2.7.** Depressive Symptoms
 - C.5.2.8.** Catheter Inserted or Left in Bladder
- C.5.3.** Areas of Focus from: Citation Deficiencies- Health Survey or Life Safety Code
- C.5.3.1.** Develop comprehensive care plans (CP)/Right to participate planning care-revise CP
 - C.5.3.2.** Services by qualified persons/per care plan
 - C.5.3.3.** Free of accident hazards/supervision/devices
 - C.5.3.4.** Provide care/services for highest well-being
 - C.5.3.5.** Infection control, prevent spread, linens
 - C.5.3.6.** Drug regimen is free from unnecessary drugs
 - C.5.3.7.** Assessment accuracy/coordination/certified

C.5.3.8. Food procure, store/prepare/serve-sanitary

C.5.3.9. Resident records complete/accurate/accessible

C.5.4. Areas of Focus from: CMS S&C Memo 18-08-NH "An Initiative to Address Facility Initiated Discharges that Violate Federal Regulations."

C.5.4.1. <https://www.cms.gov/Medicare/Provider-Enrollment-and-Certification/SurveyCertificationGenInfo/Policy-and-Memos-to-States-and-Regions.html>

C.6. Supplier Duties

C.6.1. Meet with OSDH for a kick-off meeting to review SOW and duties

C.6.2. Follow OSDH Communication guidelines for branding (request a copy from communications@health.ok.gov)

C.6.3. Align quality improvement interventions with CMS QAPI guidance and requirements

C.6.4. Develop a participation agreement to be executed with each facility before work begins.

C.6.4.1. The document must outline the responsibilities of the home, the services to be delivered by the vendor, and the stipulation that failure to fulfill the agreement will result in the nursing home being considered ineligible to participate in any other CMP Fund project for at least one (1) year. The document should also state that the fees associated with the described services are paid for by OSDH and the facility will not be billed separately. OSDH must approve the agreement form in advance of recruitment.

C.6.5. Prepare a business case promotion to encourage participation.

C.7. The OSDH shall:

C.7.1. Meet regularly with selected Suppliers, such as but not limited to, a kick-off meeting, progress meetings throughout the contract, and at the conclusion of the contract.

C.7.2. Provide OSDH Communications standards and guidelines.

C.7.3. Provide data for key quality measures using MDS 3.0 quality and clinical measures.

C.7.4. Provide necessary data for comparison to facilities not receiving interventions.

C.7.5. Provide lists of facilities for targeted and/or directed participation.

C.7.6. Provide feedback on process and reports in a timely manner.

C.7.7. Conduct site visits to assure performance and delivery of services.

C.7.8. Facilitate technical assistance and subject matter experts as appropriate.

C.7.9. Provide a networking forum for CMP Fund Program vendors.

C.7.10. Review and process invoices for payment.

D. EVALUATION

D.1. Proposal Evaluation Process

D.1.1. Proposals will be evaluated on the "best value" determination in accordance with Title 74, §85. The best value criteria for this proposal is listed below and all proposals will be reviewed and awarded based on the following evaluation criteria:

D.1.1.1. Project Aim(s)

D.1.1.2. Benefit(s) To Residents

D.1.1.3. Budget and Financial Feasibility

D.1.1.4. Project Development and Implementation

D.1.1.5. Timeline and Measurements

D.1.1.6. Qualified Organization

D.1.1.7. Sustainability

D.1.1.8. Non-Supplanting

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

- E.1.1.** Prospective Bidders are urged to read this solicitation carefully. Failure to do so will be at the Bidder's risk.
- E.1.2.** Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.
Submissions/Copies

E.2. Response Submission and Copies:

- E.2.1.** Supplier is to submit two (2) electronic copies of their complete response on TWO (2) separate USBs (one (1) on each USB) which includes scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a USB drive/flash drive/thumb drive.
- E.2.2.** Faxed or emailed responses will not be accepted. Original hard copies are not required or preferred. This overrides hard copy submittal requirements of Section A.2.4. PDF is an acceptable format for solicitation responses. This overrides requirements of Section A.2.4
- E.2.3.** Suppliers submitting more than one proposal shall assign a unique letter and title to each proposal. For example: LTC Organization: (Proposal A) Staff Training Project; LTC Organization: (Proposal B) Culture Change Project, etc. For example: RFP 340000XXXX LTC Organization: (Proposal A) Staff Training Project; RFP 340000XXXX LTC Organization: (Proposal B) Culture Change Project, etc.
- E.2.4.** Suppliers must respond to each request for information in Section E.5. - Narrative of this RFP, showing how their organization will meet or exceed the conditions and Mandatory Requirements.
- E.2.5.** Suppliers must complete and submit Attachment A, Application for CMP Funds for CMS Region VI.
- E.2.6.** If the Supplier intends to use sub-Suppliers in the performance of this contract, the organization shall so state in their proposal and identify the sub-Suppliers to be used.

E.3. Demonstrations & Clarifications Questions

The Supplier may be asked to participate in oral presentations and demonstrations for this proposal to define their solicitation, to introduce their team, and to respond to any and all questions regarding their proposal if requested by the State prior to award.

E.4. Non-Disclosure

In addition to any requirements of law or through a professional code of ethics or conduct, the Supplier is required to disclose any outside activities or interests that conflict or may conflict with the best interests of the State. Further, the successful Supplier shall not plan, prepare or engage in any activity that conflicts or may conflict with the best interests of the State during the period of this agreement without prior written notification of OSDH and written approval by OSDH and final approval by the Office of Management and Enterprise Services (OMES) Central Purchasing Division. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees, other third-party individuals or entities holding contracts with OSDH.

E.5. Narrative:

- E.5.1.** The Supplier must describe how the Supplier meets the requirements for consideration as a qualified organization including responses to each of the items below:
 - E.5.1.1.** Organization is qualified and capable of carrying out the intended project(s) or use(s) and:
 - E.5.1.1.1.** Not in any conflict of interest relationship with the entity (entities) who will benefit from the intended project(s) or use(s);
 - E.5.1.1.2.** Not a recipient of a contract or grant or other payment from Federal or State sources for the same project(s) or use(s);
 - E.5.1.1.3.** Not paid by a State or Federal source to perform the same function as the CMP project(s) or use(s). CMP funds may not be used to enlarge or enhance an existing appropriation or statutory purpose that is substantially the same as the intended project(s) or use(s).
 - E.5.1.1.4.** Not received a poor review or finding from previous work performed for OSDH.
- E.5.2.** Suppliers should describe their approach to delivering these services. All materials used during the performance of this contract must meet OSDH Communications standards and guidelines.

- E.5.3.** Suppliers should describe how they intend to collaborate with another supplier to avoid confusion during recruitment, although OSDH will be providing lists of eligible NF/SNF to suppliers.
- E.5.4.** Provide a work plan and Timeline from recruitment through one year of consultation services relative to frequency of onsite services and other relevant information suppliers must describe:
 - E.5.4.1.** A timeline for recruitment,
 - E.5.4.2.** Approach to recruitment, and
 - E.5.4.3.** The approach that will be used to improve quality measures and incorporate the application of QAPI knowledge and tools to assist the nursing homes with improving the home's composite quality score.
 - E.5.4.4.** Address how the interventions will create a self-sustaining system of quality improvement in each facility.
 - E.5.4.4.1. Must include the number, frequency, and duration of on-site support for each recruited NF/SNF for both case scenarios: QAPI-RCA and QI-STAT.
 - E.5.4.4.2. Interventions may include but are not limited to;
 - E.5.4.4.2.1. Clinical care improvement.
 - E.5.4.4.2.2. Organizational change and systematic approaches should be considered, such as:
 - E.5.4.4.2.2.1. an environmental scan,
 - E.5.4.4.2.2.2. assessment of all staff attitudes,
 - E.5.4.4.2.2.3. resident satisfaction,
 - E.5.4.4.2.2.4. readiness for culture change, and the like.

E.6. All improvement plans should be based on the results of a root cause analysis conducted with ownership, leadership, and staff.

- E.6.1.** For the purposes of this request, OSDH requires that the Supplier will structure their projects so as to meet requirements for CMS approval of the use of CMP funds.
- E.6.2.** The proposed projects must not be for any activities for which CMS already provides support and funding. A more detailed description of prohibited uses of CMP funds can be found in Attachment G, Appendix Two. Additionally, CMP funds may not be used for food unless Suppliers are in travel status to perform duties described in an award proposal.

E.7. Preferences

Preference will be given to proposals that demonstrate the supplier's experience with recruiting SNF/NF in quality improvement projects, providing quality improvement services, providing data entry and chart review assistance for the reporting of resident assessments, maintaining engaged participation in similar projects, and evidence that the supplier's intervention(s)/method(s) effected improvement as demonstrated by improve quality measure scores. Letters of support from clients are suggested.

E.8. Questions

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than 3:00 PM on 10/24/19 to the OMES/Central Purchasing Division Buyer via emailed to – Richard.Williams@omes.ok.gov. Questions received after this date may not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, vendors will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the OMES/Central Purchasing Division Buyer listed above. Contacting any other agency personnel may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions

E.9. Negotiations

- E.9.1.** In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one (1), all or none of the Suppliers responding to this solicitation to obtain the best value for the State.
- E.9.2.** Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks.
- E.9.3.** The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one (1) or more Suppliers, for any and all items in the Supplier's offer.
- E.9.4.** Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
 - E.9.4.1.** Negotiations may be conducted in person, in writing, or by telephone.

- E.9.4.2.** Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- E.9.4.3.** Terms, conditions, prices, methodology, or other features of the Supplier's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the Supplier's may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- E.9.4.4.** The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

F. CHECKLIST

F.1. Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all-inclusive list and it is the vendor's responsibility to ensure that they submit all required/requested documentation:

- F.1.1.** Responding Bidder Information Form CP-076
- F.1.2.** Non-Collusion Certification Form CP-004
- F.1.3.** All Amendment signed (If Applicable)
- F.1.4.** Proof of Liability Insurance and Workers Compensation Insurance
- F.1.5.** Proposed Budget Form - Attachment H.1.
- F.1.6.** Narrative Response
- F.1.7.** Application for CMP funds for Region VI - Attachment A
- F.1.8.** Sub-recipient supplier's Questionnaire Attachment - Attachment B
- F.1.9.** Business Associates Agreement - Attachment C
- F.1.10.** Vendor payee form if applicable - Attachment D
- F.1.11.** Registration (OSDH website) if applicable
- F.1.12.** Mandatory Vendor Registration for Contract Award (Section B.6.) (In Addition to Section A.15.3)

G. OTHER

G.1. Attachments:

- G.1.1.** Attachment A - Application for CMP Funds for Region VI
- G.1.2.** Attachment B -.Sub recipient Suppliers Questionnaire
- G.1.3.** Attachment C - Business Associates Agreement
- G.1.4.** Attachment D - Vendor Payee Form
- G.1.5.** Attachment E - A Professional Service Evaluation
- G.1.6.** Attachment G – Appendix Two: Prohibited Uses of CMP funds
- G.1.7.** Attachment H.1 - Proposed Budget Form.

H. PRICE AND COST

H.1. Contract Expense Cap

The OSDH has a total of \$2,000,000.00 to make up to ten (10) awards. Payments will be made upon approval of a valid invoice in accordance with the Invoice clause (Section B.25.) and the approved line item budget.

H.2. Budget Overview

- H.2.1.** A line item budget and budget justification must be submitted with the RFP response. Failure to submit these documents will cause the Supplier's response to be deemed non-responsive and not evaluated for an award. Please use the provided budget forms. (See Attachment H.1.)
- H.2.2.** The line item budget and budget justification submitted with the RFP response are proposed budgets and adjustments/corrections or additional documentation supporting the budget may be required before or after award.

H.2.3. Keep the following in mind while preparing the project budget:

- H.2.3.1.** Budgets must reflect allowable expenditures for the cost of providing the services detailed in this RFP. Allowable expenditures are defined in 2 CFR Part 200
- H.2.3.2.** http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- H.2.3.3.** Reimbursement is made in accordance with the approved line item budget and only after the Supplier has received and paid for the goods or services. The requested budget amount may not be the awarded amount.
- H.2.3.4.** Reimbursement of some categories of expenses must be approved in advance by the OSDH as the pass-through entity. See 2 CFR § 200.407.
- H.2.3.5.** Once the final budget amount is approved, the total contract amount cannot be increased without justification from the Supplier and approval by OSDH and OMES.
- H.2.3.6.** It is the Supplier's responsibility to monitor the individual line items from month to month in order to prevent overspending in a line item during the contract period.
- H.2.3.7.** Budget revisions that do not change the total contract amount must be submitted the OSDH and approved in advance and are limited to one (1) per quarter. The final budget revision of the year is due sixty (60) days before the end of the contract period.
- H.2.3.8.** The OSDH will review the Supplier's expenditures throughout the term of the contract and may require a reduction in the contract amount if expenditure patterns demonstrate a funding lapse. Any reductions made during the contract will be made in accordance with RFP Section B.7.

H.3. Proposed Budget

- H.3.1.** The budget provides a summary of the costs to be reimbursed for providing the services detailed in this RFP. The following additional information is being provided for preparation of the proposed budget:
- H.3.2.** Line Item Budget Preparation – The submitted proposed budget must cover the period February 1, 2020 through January 31, 2021. Figures should be rounded to the next whole dollar amount.
- H.3.3.** Complete a proposed contract budget form for each year of the agreement period – a total of three (3) budget forms.
- H.3.4.** Proposed budgets must be prepared on the attached Contract Budget forms (See Attachment H.1.).
- H.3.5.** All costs to be reimbursed must allowable per 2 CFR Part 200 or other applicable grant or program guidance.
- H.3.6.** Provide Cost Allocation Plan for /administrative/Indirect Cost (See Section B.23.)

H.4. Budget Justification

- H.4.1.** The budget justification is a separate document written in a narrative format that details what is proposed for reimbursement for the contract period and how the figures in the proposed budget were determined.
- H.4.2.** The budget form requires the Supplier to provide sufficient detail in each category to justify how funds support programmatic and administrative activities to accomplish the requirements of the RFP.

H.5. Matching Funds

Recommended; not required

H.6. Personnel/Salaries

Actual salaries and wages paid to Supplier's own personnel working on a specific OSDH program. Identify individuals by job title and percentage FTE. One FTE is equal to 2,080 hours per year. See 2 CFR § 200.430.

H.7. Fringe Benefits

Actual fringe benefits paid to the Supplier's personnel working on a specific OSDH program. For budget purposes, a percentage rate for fringe benefits may be used. However, Supplier will be reimbursed for actual fringe benefits paid. For audit purposes, the Suppliers' financial records must clearly define each actual fringe benefit cost as a separate expense applicable only to the approved budgeted salaries. Fringe benefits (e.g., retirement program, FICA, insurance, worker's compensation, etc.) are usually applicable to direct salaries and wages. If fringe benefits are to be reimbursed, then a clear description must be included of how the computation of fringe benefits was determined. See 2 CFR § 200.431.

H.8. Travel/Training

See RFP Section B.38 and 2 CFR § 200.474. All out-of-state travel where reimbursement is requested must be pre-approved in writing by the OSDH. In addition, OSDH allowable travel costs must be directly related to the activities of the contract and therefore may require allocation of those costs to all programs benefitted based on an equitable allocation methodology.

H.9. Travel/Training expenditures may include:

- H.9.1. Mileage to and from consultation meetings with referral agencies;
- H.9.2. Mileage to and from public awareness/public education sessions;
- H.9.3. Per Diem for attending in-state training meetings or conferences; and/or,
- H.9.4. Overnight lodging expenses for attending in-state training meetings or conferences (including direct payments to hotels/motels/conferences.)
- H.9.5. Attendance at program approved designated training(s) required to fulfill the requirements of the program (written approval must be received from the OSDH before attendance).

H.10. Supplies:

- H.10.1. Supplies are materials necessary to conduct the program as direct costs and may include, but are not limited to:
- H.10.2. Materials used to promote the programs in the community such as pamphlets and brochures;
- H.10.3. Educational materials such as video tapes, pamphlets, brochures, books, curricula;
- H.10.4. Office supplies such as paper, pens, pencils, file folders
- H.10.5. Printing and copying
- H.10.6. Postage

H.11. Contractual

- H.11.1. Contractual expenditures include essential consultation or other program services that cannot be provided by the Supplier. Subcontracts and other contractual agreements must be clearly defined in the proposed budget. A Professional Service Evaluation must be submitted for each sub-Supplier at the end of their contract. (See Attachment E)

- H.11.1.1. Contractual expenditures may include:
- H.11.1.2. Subcontracts with other agencies to provide specific program-related services;
- H.11.1.3. Subcontracts with program consultants;
- H.11.1.4. Subcontracts with trainers

H.12. Administrative Costs/IDC

Costs in this category are expenses which are not related to or billed to 100% of a particular funding source. See RFP Section B.23. Indirect costs may be billed using either an indirect cost rate or a cost allocation plan, but not both. Provide a copy of the federally approved IDC rate or the Cost Allocation Plan. A Cost Allocation Plan must show how each amount was determined to allocate costs to the services detailed in this RFP.

H.13. Other

Other direct costs which do not fall into the Personnel, Travel/Training, Supplies, or Contractual categories. Such costs must be 100% allocable to the OSDH program. Costs which are not 100% allocable would be reimbursed under Administrative Costs/IDC pursuant to a negotiated IDC rate or cost allocation plan.

Civil Money Penalty (CMP) Reinvestment Application Template

Date of Application Submission to CMS:

Instructions

Applicants shall submit this CMP Reinvestment Application request to the applicable state agency (SA) for initial review. SAs shall make an initial determination on the potential of the project to benefit nursing home residents and protect or improve their quality of care or quality of life. SAs will then forward the application to the Centers for Medicare & Medicaid Services (CMS) Regional Office (RO) for review and approval. After a determination by the SA and CMS RO, the applicant will be notified of the funding determination. Applicants may contact the applicable SA with questions regarding their CMP Reinvestment Application.

Periodic reports may be required by each SA. Project outcomes, including the metrics provided in this application, must be reported at the completion of the project period. In order to maintain compliance with 42 CFR 488.433, at a minimum, SAs will make information about the use of CMP funds publicly available, including the dollar amount, recipients, and results of the project.

Note: Applications that are an extension of an approved CMP reinvestment project to new nursing home location(s) do not have to complete the entire application. **A project is considered an "extension project" if it is identical in project details to a project approved after April 1, 2018.** For extension projects, applicants must submit the approval letter for the approved CMP reinvestment project and complete the following sections: Applicant Contact and Background Information (questions 1-2a, and 6), Funding (questions 7-9), Project Title (question 10-11), Partnering Entities (question 15 for non-nursing home applicants and question 16 for all applicants, if appropriate), and Attestation (question 22). Additionally, the applicant must submit results of the previously approved and completed project (if applicable), with confirmation by the SA.

Project and Applicant Requirements

Projects cannot:

- Exceed three years;
- Include items or services that are not related to improving the quality of life and care of nursing home residents or to protecting such residents. For example, projects where the need or demand for services provided by the project does not exist; projects where nursing home residents are not the target beneficiaries or the nursing home setting is not the focus of the project; and research projects where the benefits are often unknown;
- Include funding for capital improvements to a nursing home (e.g., replacing a boiler, redesign of a nursing home);
- Include funding for nursing home services or supplies that are already the responsibility of the nursing home (e.g., staff, equipment, food);
- Include funding for survey and certification operations or state expenses;
- Include funding for refreshments;
- Include funding for incentives (e.g., for attending training or completing a survey—this includes items such as payments or gift cards);
- Include unclear or excessive expenses (e.g., budget items that are not clearly detailed or itemized, unreasonably high project staff salaries or travel expenses, excessive staff to implement a project, unreasonable marketing of projects, high indirect costs, or a large portion of the budget set aside for

evaluation); or

- Include supplementary or duplicative federal or state funding (e.g., personnel performing the same duties as Ombudsman or Quality Improvement Organization (QIO) assistance, nurse aide training programs).

Applicants must:

- Be qualified and capable of carrying out the intended project(s) or use(s);
- Not have a conflict of interest relationship with the entity(ies) who will benefit from the intended project(s) or use(s); and
- Not be paid by a state or federal source to perform the same function as the project(s) or use(s) (e.g., CMP funds may not be used to enlarge or enhance an existing appropriation or statutory purpose that is substantially the same as the intended project(s) or use(s)).

Applicant Contact and Background Information

1. Applicant Contact Information

Provide the contact information for the CMP project applicant (individual) who completed the application. If the primary point of contact (POC) is different than the POC who completed the application, please provide the primary POC's name and contact information. The primary POC is defined as the person responsible for the project implementation.

<i>Applicant Contact Information</i>	<i>Primary Point of Contact (if different)</i>
Name:	Name:
Phone:	Phone:
Email:	Email:
Address:	Address:

2. Applicant Organization Information

Provide the contact information for the organization requesting CMP funds. The organization or nursing home which requests CMP funding is accountable and responsible for all CMP funds granted. If a change in ownership occurs after CMP funds are granted or during the course of the project, the primary POC should notify the SA. Notice regarding the change in ownership and its impact on the CMP Reinvestment Application award should be sent to the SA.

<i>Organization Contact Information</i>
Name:
Phone:
Email:
Address:
National Provider Identifier:

2a. Is the organization a nursing home?

<i>Nursing Home-Specific Questions</i>			
Is any outstanding civil money penalty (CMP) due?	Yes	No	N/A
Is the nursing home in bankruptcy or receivership?	Yes	No	N/A

3. Organization History

Provide the background and history of the applicant organization, including details such as the organization's mission statement and number of years in service.

4. Organization Capabilities

Provide information about the organization's capabilities, including products and services relevant to the proposed CMP project.

5. Organization Website

Provide the website address for the organization requesting CMP funds, if available.

6. Other Funding Sources

Have other funding sources been applied for and/or granted for this proposal or project?

If yes, please explain and identify the funding sources and amount in the space below.

Funding

7. Total CMP Fund Request Amount

Provide the amount requested for the entire project. For example, if it is a three-year project and requires \$25,000 per year, then enter \$25,000 as the annual project cost and \$75,000 as the total project cost. If requesting \$25,000 for a one-year project, then enter \$25,000 as both the annual and total cost. Include the total amount of non-CMP funds received for the project, as described above in "Other Funding Sources."

Annual Amount Requested: \$

Total Amount Requested: \$

Total non-CMP funds received (or anticipated) for this project: \$

8. Detailed Line Item Budget

Applicants must provide a detailed line item budget (using the CMP Reinvestment Budget Template or similar spreadsheet) outlining specific cost requirements within each of the following budget categories:

- Personnel: an employee of the organization whose work is tied to the proposed project;
- Travel: provide mileage, lodging and per diem as applicable;
- Equipment purchase and rentals: materials central to the roll out of the project;
- Contractual: the cost of project activities to be undertaken by a third-party contractor. Each contractor should be budgeted separately;
- Other direct costs: expenses not covered in any of the previous costs;
- Total indirect costs: overhead costs allocable to the project such as a negotiated rate with a university; and
- Cost-sharing: total non-CMP funds received or anticipated for this project.

Is the CMP Reinvestment Budget Template or similar spreadsheet outlining specific cost requirements within each summary budget category attached?

9. Budget Narrative

Use the space below to justify indirect costs and cost-sharing amounts included in the CMP Reinvestment Budget Template or similar spreadsheet. Explain the costs calculation and methodology.

Project Details

10. Project Title:**10a.**

Is this project an extension of a CMP reinvestment project approved after April 1, 2018 to a new nursing home location?	Yes	No
If yes, have the results of the previously approved project been reported to the state agency?	Yes	No

Note: If yes to both questions, applicant must submit the results of the project as an attachment to this application.

11. Project Time Period

Number of Years:

Specific Dates Proposed for the Project:

12. Project Category

Please indicate in which category this project should be considered (please see the CMP Reinvestment Application Resource Guide for more information):

Consumer Information

Resident or Family Council

Direct Improvements to Quality of Care

Culture Change/Direct Improvements to Quality of Life

Training

Other, please specify:

Summary of Project and Benefits to Residents

13. Summary of the Project and its Purpose

Describe (a) the problem or gap this project is aiming to address, (b) project goals and/or objectives, and (c) the plan to implement the project, including implementation timeline.

14. Benefit to Nursing Home Residents

Describe how this project will directly benefit nursing home residents. CMP funds shall only be used for activities that benefit nursing home residents and that protect or improve their quality of care or quality of life.

Partnering Entities

15. Nursing Home and Community Involvement

Describe how the nursing home community (including resident and/or family councils and direct care staff) will be involved in the development and implementation of the project.

If the organization applying is not a nursing home, include letters of support in the application submission to demonstrate nursing home support and buy-in for the proposed project.

16. Other Partnering Entities

If applicable, list any other entity(ies) (e.g., individuals, organizations, associations, facilities) that will be partnering with the applicant on this project, how much funding the entity will be receiving (if any), and the specific deliverables for which the entity is responsible.

Deliverables, Risks, Performance Evaluation, Sustainability

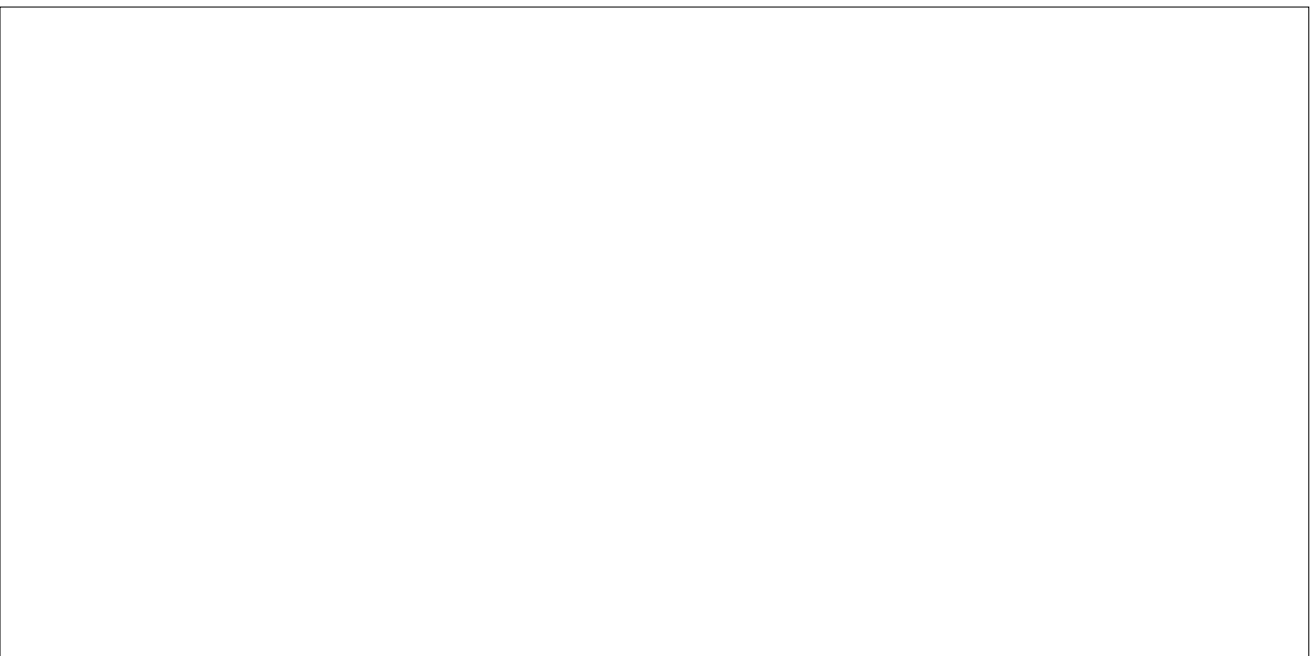
17. Project Deliverables

List any physical items that will be deliverables as a result of funding this project (e.g., electronics, training materials, curricula).



18. Performance Monitoring and Evaluation

Describe how the project's performance will be monitored or evaluated, including specific outcome metrics, and the intended outcomes. These metrics shall be submitted upon completion of the project or as frequently as required by the SA.



19. Duplication of Effort

Describe how the project does not duplicate existing requirements for the nursing home or other federal or state services.

20. Risks

Describe potential risks or barriers associated with implementing this project and the plan to address these concerns.

21. Sustainability

Describe how the project or outcomes will be sustained after CMP funding concludes.

Attestation

22. Attestation Statement

CMP funds have been provided for the express purpose of enhancing quality of care and quality of life in nursing homes certified to participate in Title 18 and Title 19 of the Social Security Act. By signing below, you are confirming that everything stated in this application is truthful and you are aware and in compliance with the CMP project and applicant requirements.

Name of the Applicant (print):

Signature of the Applicant:

Date of Signature:

**OKLAHOMA STATE
DEPARTMENT OF HEALTH**

SUB-RECIPIENT CONTRACTOR'S QUESTIONNAIRE

The financial and business responsibility of Oklahoma State Department of Health (OSDH) as a

SECTION A: PURPOSE & INSTRUCTIONS

Pass Through Entity (PTE) must ensure proper discharge of the Public Trust which accompanies the authority to expend Federal Funds. As such, adequate Business Management and Financial Management systems of Sub-grantees and Financial Assistance Contractors must meet the criteria outlined in OSDH's grant agreement, OMB Circulars, Code of Federal Regulations and Program Law. The accounting system should be integrated with an adequate system of internal controls to safeguard funds and assets, check accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed policies.

The OSDH is required to complete a risk assessment process for each sub-recipient award. Failure to complete this questionnaire will result in the inability of the OSDH to meet its requirements as a pass-through entity to file required FFATA reports, as well as inhibit the ability to OSDH to assess sub-grantee risk. Contractors who fail to provide a completed questionnaire will automatically be deemed high risk and subject to increased monitoring.

Page 2 must be completed for each new sub-recipient award.

The remainder of the questionnaire may be re-used as long as the information provided does not substantially change. Information provided regarding sub-grantee budgets, contracts, and revenue should cover the entirety of the organization's fiscal year.

Please answer every question, attaching material & providing explanations/comments where requested.

SUB-RECIPIENT CONTRACTOR'S QUESTIONNAIRE

SECTION A: GENERAL INFORMATION

NAME OF ORGANIZATION:

"DOING BUSINESS AS" NAME

ADDRESS:

CITY, STATE, ZIP+4, CONGRESSIONAL DISTRICT:

PRINCIPAL PLACE OF PERFORMANCE: *Primary site where work will be performed.*

ADDRESS:

CITY, STATE, ZIP+4:

EMPLOYER ID # _____ DUNN & BRAD# _____

DUNS 4 DIGIT EXTENSION # _____ PARENT DUNS # _____

SUBAWARD PROJECT DESCRIPTION: *Description should capture overall purpose of the sub-award.*

HIGHLY COMPENSATED OFFICERS: Does the public have access to information about the compensation of the five most highly compensated senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? **YES** ___ **NO** ___ If YES, skip to section A, if NO please list the names and total compensation of the five most highly compensated officers of your organization:

1. Number of employees in the organization: Full Time _____ Part Time _____
2. Are employees who control funds bonded against loss by reason of fraud or dishonesty? YES ___ NO ___
3. Indicate whether your organization is:
- | | | | |
|---------------------------------|-------|--------------------------|-------|
| a. Local City Government | _____ | Local County Government | _____ |
| b. State Government | _____ | c. Federal Government | _____ |
| d. College or University | _____ | e. Sovereign Entity | _____ |
| f. Governmental Trust Authority | _____ | g. Non-Profit 501(c) (3) | _____ |
| h. For Profit | _____ | i. Association/Coalition | _____ |
| j. Other (Identify) | _____ | | |

Provide eligibility documentation i.e., Tax Exempt status as a 501(c) (3) Organization and etc.

4. Is your organization subject to board oversight? YES ___ NO ___
*If yes, please attach a list of Board Members.
 If no, skip to question #5.*

- 4a) Does your organization's board have approved Bylaws? YES ___ NO ___
*If yes, please attach a copy of the Board's approved Bylaws.
 If no, skip to question #5d.*

- 4b) Does your organization conduct business in accordance with the boards approved Bylaws? YES ___ NO ___

- 4c) Have the members of your organization's board been appointed in accordance with the approved Bylaws? YES ___ NO ___

- 4d) What was the date of your organization's most current board meeting in which there was a quorum? ____/____/____
Please attach a copy of the approved minutes from this board meeting.

- 4e) Does your organization's board include individuals who are related family members of:
(Check all that apply)

Position	YES	NO
The Chief Financial Officer		
The Executive Director		
The Program Director		

- 4f) Do employees of your organization serve as board members? YES ___ NO ___

5. How many years has your organization been in business? _____

6. Does your organization maintain any accreditation/licensure related to the services it is providing for the OSDH? YES ____ NO ____
If yes, please list.

If no, skip to question 7.

6a) Is your organization in good standing with the accreditation/licensure it maintains?
YES ____ NO ____

7. Has your organization taken on new activities or services in the past 12 months?
If yes, please explain.
YES ____ NO ____

8. Has your organization experienced more than 33% increase or decrease in overall revenue/funding in the past 12 months? YES ____ NO ____

9. Has your organization experienced turnover or changes in assignments in any of the following key personnel in the past 12 months? (Check all that apply)

Position	YES	NO
The Chief Financial Officer		
Executive Director		
The Program Director		

10. Have there been any lawsuits filed or any undecided litigation against your organization in the past 12 months. YES ____ NO ____

11. Did your organization receive 80% or more of its annual gross revenues in Federal awards during your preceding fiscal year? YES ____ NO ____ If YES, continue to question 12, if NO skip to Section B.

12. Did your organization receive \$25,000.00 or more in annual gross revenues from Federal awards during your preceding fiscal year? YES ____ NO ____

SECTION B: BUSINESS MANAGEMENT SYSTEMS

13. Does your organization have established written Policies and Procedures (P&P) to cover the following business management areas?

Check each area.

Attach a copy only if requested.

AREA	YES	NO	NOT SURE
Human Resource/Personnel			
Procurement			
Accounting			
Property			
Travel			
Equal Employment Opportunity (EEOC)			
Health Insurance Portability Act of 1996 (HIPPA)			
Tobacco Use			

14. Does your organization have a record retention policy for the following documents? How long is the required retention period for the organization to maintain the following types of documents? *Match each box.*

Type of Record	YES	NO	# of Years
Programmatic Documents			
Financial Documents			
Other types of Documents			

15. Are time and activity distribution records (Personal Activity Reports) maintained by funding source and project for each employee to account for total hours (100%) devoted to your organization? YES ___ NO ___

All types of organizations, please provide a sample copy of the Time and Effort document used by your organization.

15a) If your organization is not a college or university, does your organization maintain Time and Effort or Personal Activity Reports that:

	YES	NO
include the employee's signature		
include a supervisor's signature		
Include a reporting of time which delineates between programs worked on by the employee		
include a reporting of total time worked by the employee		

15b) If your organization is a college or university, does your organization maintain Personal Activity Reports in accordance with 2 CFR Part 200 Cost Principles for Educational Institutions?

YES ___ NO ___

16. Are non-federal cash and/or third party in-kind cost share or matching funds supported by appropriate documentation? YES ___ NO ___

17. Does the organization have a written budgetary process and controls to preclude incurring obligations in excess of the grant amount of individual cost categories? YES ___ NO ___

18. Are purchase approval methods communicated and documented?
YES ___ NO ___

19. Are appropriate duties separated to ensure one individual is not controlling all aspects of a financial transaction/process? YES ___ NO ___ NOT SURE ___

SECTION C: ACCOUNTING SYSTEM & FUNDS MANAGEMENT

20. What type of accounting software does your organization utilize?

21. Does the accounting system account for cost by individual projects?
YES ___ NO ___

22. Does the accounting system accurately and completely track receipt and disbursement of funds by each grant and/or funding source?
YES ___ NO ___ NOT SURE ___

23. Does the accounting system provide for recording of actual expenditures for each contract/grant by component project and budget cost categories reflected in the approved budget? YES ___ NO ___

24. Which of the following best describes your organization's accounting system?
Manual ___ Automated ___ Combination ___ Other _____

25. How frequently do you post to the general ledger?
Daily ___ Weekly ___ Monthly ___ Other _____

26. Are common or indirect costs accumulated into cost pools for allocation to projects contracts and grants?
YES ___ NO ___ NOT SURE ___

27. Are the following books of account maintained?

TYPE	YES	NO
General Ledger		
Cash Receipts Journal		
Payroll Journal		
Purchase Journal		
General Journal		
Other: _____ Describe: _____		

28. Is the organization familiar with criteria and procedures for determination of allowable costs in connection with Federal grants and contracts?

YES _____ NO _____ NOT SURE _____

29. Does the organization have a working knowledge of the 2CFR Part 200 Supercircular?

YES _____ NO _____ NOT SURE _____

30. Does your organization expect to expend more than \$750,000 in federal funds during its current fiscal year, including federally funded contracts or grants awarded by other state agencies or other entities?

YES _____ NO _____

30a) What is the highest level of audit that your organization has undergone within the past 2 years?

A-133 _____

Yellowbook Audit in accordance with GAAS _____

Other audit, please specify type: _____

No audit done in past 2 years _____

Provide copy of last audit.

30b) What is your organization's fiscal year? (mm/yy to mm/yy) _____ to _____

31. Has your organization ever had a cost reimbursement grant?

YES _____ NO _____

32. Has your organization received funding from OSDH in the last two years?

YES _____ NO _____

33. Has your organization had a contract/grant with OSDH to provide these same services before?

YES _____ NO _____

34. Is your organization receiving funding from other sources to provide same or similar services to the services being provided in this contract/grant?

YES _____ NO _____

35. Please attach a schedule showing the total Federal dollars awarded to your organization by Program/Project identifying Federal Agencies and Pass Through Entitys for the two most recently completed fiscal years.

36. Please list any contracts/grants that your organization has with other state agencies in Oklahoma.

No other contracts/grants with the state agencies in Oklahoma. _____

Agency	Program	Amount
	Total	

37. What is the total amount of your organization's operating budget?

Please list all types of revenues Sources and their total amounts.

Source of Revenue	Amount
Total	

38. What is the capitalization level established by your organization for financial statement purposes to define an item as an asset/piece of equipment? \$ _____

COMMENTS/EXPLANATIONS

The total number of attachments is: _____

Attach numbered sheets as necessary.

PREPARED BY (SIGNATURE):

TITLE AND TYPED NAME:

DATE: _____

TELEPHONE/FAX/EMAIL:

I, _____, the undersigned do, under penalty of perjury, declare that the information contained in this document and any attachments is true and correct to the best of my knowledge and belief.

Signature of CEO

Date

I, _____, the undersigned do, under penalty of perjury, declare that the information contained in this document and any attachments is true and correct to the best of my knowledge and belief.

Signature of CFO

Date

**OKLAHOMA STATE DEPARTMENT OF HEALTH
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement "BAA", effective on the last signature date below, is entered into by and between the Oklahoma State Department of Health "Covered Entity" and _____
"Business Associate".

BACKGROUND AND PURPOSE: The Parties have entered into, and may in the future enter into, one or more written agreements that require Business Associate to be provided with, to have access to, and/or to create Protected Health Information "PHI", (the "Underlying Contract(s)"), that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and codified at 45 CFR, parts 160 and 164 (HIPAA Regulations). This BAA shall supplement and/or amend each of the Underlying Contract(s) only with respect to the Business Associate's Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow Covered Entity to comply with Sections 164.502(c) and 164.314(a)(2)(i) of the HIPAA Regulations. Business Associate acknowledges that it is to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), Title XIII, of the American Recovery and Reinvestment Act of 2009, including Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in the BAA and in each of the Underlying Contract(s).

DEFINITIONS: Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided, however, that "PHI" and "ePHI" shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 CFR § 160.103, limited to the information Business Associate received from or created or received on behalf of the Oklahoma State Department of Health "OSDH" as OSDH's Business Associate. "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards in 45 CFR § 164.304, with the exception that it shall apply to the management of the conduct of Business Associate's workforce, not OSDH's workforce, in relation to the protection of that information.

Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103.

HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, all as may be amended.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

Obligations of Business Associate: Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as required by law. Specifically, Business Associate agrees it will:

- (a) use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;
- (b) use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- (c) implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 CFR 164;
- (d) implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 CFR 164;
- (e) make its policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS);
- (f) not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;
- (g) in accordance with 45 CFR 164.502(e)(1) and 164.308(b), if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;
- (h) report to Covered Entity in writing any use or disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable but in no event later than five (5) calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a use or disclosure made in violation of this Agreement;
- (i) promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five (5) calendar days any Security Incident, as defined in the Security Rule, with respect to Electronic PHI;
- (j) with the exception of law enforcement delays that satisfy the requirements of 45 CFR 164.412, notify Covered Entity promptly, in writing and without unreasonable delay and in no case later than five (5) calendar days, upon the discovery of a breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 CFR § 164.404(c) at

the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. As used in this Section, "breach" shall have the meaning given such term at 45 CFR 164.402;

- (k) to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities, costs, and damages arising out of or in any manner related to the disclosure by Business Associate of any PHI or to the breach by Business Associate of any obligation related to PHI;
- (l) provide access to PHI in a Designated Record Set to Covered Entity, or if directed by Covered Entity to an Individual in order to meet the requirements of 45 CFR 164.524. In the event that any Individual request access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) working days of receiving a request. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;
- (m) make PHI available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 CFR 164.526;
- (n) document disclosure of PHI and information related to such disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528, and within five (5) working days of receiving a request from Covered Entity, make such disclosure documentation and information available to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five (5) working days of receiving a request such request to Covered Entity;
- (o) make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of HHS, authorized governmental officials, and Covered Entity for the purpose of determining Business Associate's compliance with the Privacy Rule. Business Associate shall give Covered Entity advance written notice of requests from DHHS or government officials and provide Covered Entity with a copy of all documents made available; and
- (p) ensure that all of its subcontractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, or have access to Covered Entity's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall ensure that its subcontractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.

Permitted Uses and Disclosures of PHI by Business Associate: Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity. Unless otherwise limited herein, Business Associate may:

- (a) use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;

- (b) disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that (i) the disclosure is Required by Law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as Required by Law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;
- (c) disclose PHI to report violations of law to appropriate federal and state authorities; or
- (d) aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;
- (e) make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;
- (f) de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [45 CFR §(d)(1)].

Obligations of Covered Entity:

- (a) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
- (c) Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.
- (d) Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.

Term and Termination:

- (a) Term. The Term of this Agreement shall be effective as of the date of the underlying agreement, and shall terminate on the date the underlying agreement terminates or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement (and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity if a cure period is specified).
- (c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and
5. Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) All other obligations of Business Associate under this Agreement shall survive termination.

Should Covered Entity become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Business Associate, Covered Entity shall provide Business Associate with written notice of such a breach in sufficient detail to enable **Business Associate** to understand the specific nature of the breach. CE shall be entitled to terminate the Underlying Contract associated with such breach if, after CE provides the notice to Business Associate, Business Associate fails to cure the breach within a reasonable time period not less than thirty (30) days specified by CE in such notice; provided, however, that such time period specified by OSDH shall be based on the nature of the breach involved [45 CFR §§ 164.504(e)(1)(ii)(A),(B) & 164.314 (a)(2)(i)(D)].

MISCELLANEOUS:

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

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

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

The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or BA to comply with the requirements of the Privacy Rule and related laws and regulations.

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

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

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

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

OKLAHOMA STATE DEPARTMENT OF HEALTH

CONTRACTOR

By: _____

By: _____

Print Name: Robert Morey

Print Name: _____

Print Title: Privacy & Security Officer

Print Title: _____

Date: _____

Date: _____



Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- > Garnishment Payees: Use **OMES Form GarnVendor**
- > State Employees: Use **OMES FORM Employee Vendor Request**
- > Vendors pending contract award to a solicitation released by the division of Central Purchasing or another Oklahoma state agency **MUST** first register online with the state unless exempt per statute. For additional information, please refer to **Central Purchasing Vendor Registration**.

AGENCY SECTION (To be completed by state agency representative):

State agency representative should provide form to payee for completion of the vendor section shown below. Upon receipt of the completed form the agency should enter request instructions below. Please email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

Agency Name		Contact Name	
Phone #	Fax #	Email	
Agency Request To – Please select all applicable request types			
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID _____	
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address # _____	PeopleSoft Location # _____
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____
<input type="checkbox"/> Other	Explain _____		
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:		
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 - Other Income
<input type="checkbox"/> Remove:	<input checked="" type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney		

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.

Name		Contact Name	
Payee Legal Name for Business, Individual or Government Entity as filed with IRS		Contact Title	
DBA Name		Phone #	
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name		Fax #	
Tax Identification Number (TIN) and Type:		<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)	
Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service			
Address		City	
State	Zip+4	Remittance Email	
Optional Addresses – Please select address type as applicable			
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing
	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:
Address		City	
State	Zip+4	Remittance Email	
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.			
Name	Title	Email	

W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Entity Filing Classification:

Domestic (U.S.) Sole Proprietor or Individual Domestic (U.S.) Partnership Domestic (U.S.) Corporation Type: _____

Limited Liability Company Type: _____

LLC Disregarded Entity: YES NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

Domestic (U.S.) Other Explain: _____

Foreign (Non-U.S.) Sole Proprietor or Individual* Foreign (Non-U.S.) Partnership* Foreign (Non-U.S.) Type: _____

Foreign (Non-U.S.) Other* Explain: _____

FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/fw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1 - RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 - ROYALTIES 553170 Royalties	<input type="checkbox"/> 3 - OTHER INCOME 552120 Incentive Awards - Monetary & Material 552160 Incentive Payments - Oklahoma Horse Breeders & Owners 552170 Incentive Payments - Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense - Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses - General 533100 Maintenance & Repair - Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair - Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair - Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) - Land Improvements 546210 Buildings and Other Structures - Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense - Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation - Bridges 552100 Stipends - Other 552120 Teacher Stipends ("Incentive" payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements - Paid To/Thru Attorney		



Supplier Performance Evaluation

Complete this form in evaluating the level of performance of an awarded supplier when doing business with the State of Oklahoma. Please verify all information to ensure accuracy, as all necessary details must be furnished to ensure proper monitoring of supplier performance to achieve an informed and equitable evaluation of services provided. Performance evaluations become a permanent record of the supplier and to serve as a reference for a contractor's performance.

References related to performance evaluations are: Title 74 O.S. § 85.7.(C); 74 O.S. § 85.39.(C), 74 O.S. § 85.41.(B), and OAC 260:115-1-2, OAC 260:115-7-32.(g), OAC 260:115-9-1.(h)

AGENCY INFORMATION

Name: _____ Agency number: _____
 Address: _____ City/State/Zip: _____
 Contact Person: _____ Email Address: _____

SUPPLIER INFORMATION

Name: _____ PeopleSoft ID number: _____
 Address: _____ City/State/Zip: _____
 Contact Person: _____ Email Address: _____

ORDER INFORMATION

Acquisition Type: Service(s) Product(s)
 This evaluation covers the acquisition period from: Month / Day / Year to Month / Day / Year
 Acquisition process: Fixed Rate Sole Source Agency Bid OMES Bid Interagency
 GSA Statewide
 Statewide Contract #: _____ Item number: _____
 Delivery Date of Last Shipment: _____ Purchase Order # _____

LEVEL OF SERVICE (If "No" please explain in the comments section.)

- | | | |
|---|------------------------------|-----------------------------|
| 1. Did the deliverable meet the specifications? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Was the deliverable on time? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Was the deliverable on budget? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Was the contractor responsive to your needs? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Were there any issues after the fact? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Would you use the contractor again? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Comments:

Desired resolution and include any additional supporting data :

Submission of this form and questions shall be sent to: CP.Feedback@omes.ok.gov



Supplier Performance Evaluation

Complete this form in evaluating the level of performance of an awarded supplier when doing business with the State of Oklahoma. Please verify all information to ensure accuracy, as all necessary details must be furnished to ensure proper monitoring of supplier performance to achieve an informed and equitable evaluation of services provided. Performance evaluations become a permanent record of the supplier and to serve as a reference for a contractor's performance.

References related to performance evaluations are: Title 74 O.S. § 85.7.(C); 74 O.S. § 85.39.(C), 74 O.S. § 85.41.(B), and OAC 260:115-1-2, OAC 260:115-7-32.(g), OAC 260:115-9-1.(h)

AGENCY INFORMATION

Name: _____ Agency number: _____
Address: _____ City/State/Zip: _____
Contact Person: _____ Email Address: _____

SUPPLIER INFORMATION

Name: _____ PeopleSoft ID number: _____
Address: _____ City/State/Zip: _____
Contact Person: _____ Email Address: _____

ORDER INFORMATION

Acquisition Type: Service(s) Product(s)
This evaluation covers the acquisition period from: Month / Day / Year to Month / Day / Year
Acquisition process: Fixed Rate Sole Source Agency Bid OMES Bid Interagency
 GSA Statewide
Statewide Contract #: _____ Item number: _____
Delivery Date of Last Shipment: _____ Purchase Order # _____

LEVEL OF SERVICE (If "No" please explain in the comments section.)

- | | | |
|---|------------------------------|-----------------------------|
| 1. Did the deliverable meet the specifications? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Was the deliverable on time? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Was the deliverable on budget? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Was the contractor responsive to your needs? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Were there any issues after the fact? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Would you use the contractor again? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Comments:

Desired resolution and include any additional supporting data :

Submission of this form and questions shall be sent to: CP.Feedback@omes.ok.gov

DEPARTMENT OF HEALTH & HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard, Mail Stop C2-21-16
Baltimore, Maryland 21244-1850



Office of Clinical Standards and Quality/Survey & Certification Group

Ref: S&C: 12-13-NH

DATE: December 16, 2011

TO: State Survey Agency Directors

FROM: Director
Survey and Certification Group

SUBJECT: Use of Federally Imposed Civil Money Penalty (CMP) Funds by States - **Update Supersedes S&C: 11-42-NH**

Memorandum Summary

Centers for Medicare & Medicaid Services (CMS) Approval: Beginning January 1, 2012, States must obtain prior approval from CMS for the use of federally imposed CMP funds, as follows:

- Effective January 1, 2012 CMS approval is required for any new project, new grantee, or new use of federally imposed CMP funds, as well as for any previously State-approved use or project that is planned or approved for a period that will endure more than 36 months from December 31, 2011.
- Current State-approved CMP projects or uses that a State has in effect prior to January 1, 2012 do not require retrospective CMS approval so long as the project, grantee, use or purpose is not planned to endure for a period of more than 36 months from December 31, 2011. If the period of performance is planned or approved for a period of more than 36 months, then the project must receive CMS approval.
- This memorandum replaces a previous version of S&C: 11-42-NH dated September 30, 2011. Please disregard the September 30, 2011 version.

State Options to Enlist Many Entities: States may direct collected CMP funds to a variety of capable organizations as long as funds are used in accordance with statutory intent, the use is consistent with Federal law and policy, and the use is approved by the CMS.

A. Background

Sections 1819(h)(2)(B)(ii)(IV)(ff) and 1919(h)(3)(C)(ii)(IV)(ff) of the Social Security Act (the Act) incorporate specific provisions of the Patient Protection and Affordable Care Act, (the Affordable Care Act) (Pub. L. 111-148) pertaining to the collection and uses of CMPs imposed by CMS when nursing homes do not meet requirements for Long Term Care Facilities.

The Act provides that collected CMP funds may be used to support activities that benefit residents, including assistance to support and protect residents of a facility that closes (voluntarily or involuntarily) or is decertified (including offsetting costs of relocating residents to home and community-based settings or another facility), projects that support resident and family councils and other consumer involvement in assuring quality care in facilities, and facility improvement initiatives approved by the Secretary (including joint training of facility staff and surveyors, technical assistance for facilities implementing quality assurance programs, the appointment of temporary management firms, and other activities approved by the Secretary).

The specific use of CMP funds collected from Long Term Care Facilities as a result of federally imposed CMPs must be approved by CMS on behalf of the Secretary. CMPs levied for deficiencies that are not Federal, and instead are imposed exclusively under State licensure authority, are not subject to the statutory requirements or procedures in this memorandum.

The information provided in this memorandum supersedes earlier guidance¹ to States for directing CMP funds toward efforts that will benefit nursing home residents except for the guidance in S&C-11-12-NH.

B. CMS Approval Process

Effective January 1, 2012, CMS approval is required for any new project, new grantee, or new use of federally imposed CMP funds, as well as any previously State-approved use or project that is planned or in effect for a period that will endure more than 36 months after December 31, 2011. States must obtain prior approval from CMS except for temporary use in the case of sudden nursing home relocations, natural disasters, or similar emergencies. In such emergency cases, the State must seek CMS approval within 10 working days of the emergency use.

Current CMP projects or uses that a State has in effect prior to January 1, 2012 do not require retrospective CMS approval as long as the project, grantee, use or purpose is not planned for a period of more than 36 months from December 31, 2011. If the period of performance is planned or is State-approved for a period of more than 36 months, then the project must receive CMS approval.²

¹ Memoranda S&C-02-42, S&C-09-44 and the September 30, 2011 version of S&C-11-42

² We further indicated in the final rule (p. 15123) that “we do not plan to approve uses that lock in civil monetary penalty funding to very long term programs that would create the reality or the appearance of an on-going revenue demand so strong that it could affect the judgment of the State or CMS in imposing civil monetary penalties, or to fund programs for which Congress has provided another on-going funding source.” In the notice of proposed rule-making we also indicated that our sense of “long term” was 36 months. While it is not likely that we will approve projects of longer duration, we reserve the right to make exceptions to this general policy based on very unusual or emergency circumstances or causes if we also find that the project does not raise the prospect of conflict of interest.

Requests for approval must be sent to the appropriate CMS Regional Office (RO) for review and final approval. CMS will respond no later than 45 calendar days after receiving a request with either:

1. Approval;
2. Denial, with explanation; or
3. Request for more information. If CMS requests more information within the 45-day period, then the period needed for project approval will be extended and will depend on the nature of the information needed and the response turnaround time by the State. If CMS requests additional information from the State, CMS will undertake further review and a final decision will be provided to the State by the CMS Regional Office within 30 calendar days of the date CMS receives the additional information.

If none of the above three actions occurs within 45 days of confirmed CMS receipt of a complete project description and request for approval package (see item C below), the State should contact both the Regional Office and QualityAssurance@cms.hhs.gov for priority processing.

In our final administrative rule, we expressed an intent to develop categories of pre-approved uses that would not require prior CMS approval, and a previous version of this Memorandum (issued on September 30, 2011) described a number of such uses. However, we received so many questions about the categories of proposed pre-approved uses that we have removed that provision from our procedures at this time. As a general guide to States and others, we have included in Appendix One examples of uses that generally conform to the criteria we will use for review, but wish to be clear that all projects requiring approval will now need to be submitted to the appropriate CMS Regional Office. If this change causes any immediate timing problems for new projects that a State has planned to implement in early CY2012, please consult with your Regional Office as soon as possible and we will make appropriate accommodations.

C. Content of Requests for Approval

States must submit to CMS (and a copy to the email box QualityAssurance@cms.hhs.gov) a description of the proposed use/project that includes:

1. ***Purpose and Summary:*** Project title, purpose, and project summary;
2. ***Expected Outcomes:*** Short description of the intended outcomes, deliverables, and sustainability;
3. ***Results Measurement:*** A description of the methods by which the project results will be assessed (including specific measures);
4. ***Benefits to NH Residents:*** A brief description of the manner in which the project will benefit nursing home residents;
5. ***Non-Supplanting:*** A description of the manner in which the project will not supplant existing responsibilities of the nursing home to meet existing Medicare/Medicaid requirements or other statutory and regulatory requirements;

6. **Consumer and other Stakeholder Involvement:** A brief description of how the nursing home community (including resident and/or family councils and direct care staff) will be involved in the development and implementation of the project;
7. **Funding:** The specific amount of CMP funds to be used for this project, the time period of such use, and an estimate of any non-CMP funds that the State or other entity expects to be contributed to the project;
8. **Involved Organizations:** List all organizations that will receive funds through this project (to the extent known), and organizations that the State expects to carry out and be responsible for the project;
9. **Contacts:** Name of the State contact person responsible for the project and contact information.

States must provide information and obtain prior approval from its CMS regional office for any project for which the State wishes to use CMP funds, and CMS reserves the right to disapprove such projects (with prior notice and reconsideration opportunity for the State should CMS disapprove the requested project or use).

D. Many Qualified Entities May Receive CMP Funds to Improve Quality of Care

States may contract with, or grant funds to, any entity permitted under State law provided that the funds are used for CMS approved projects to protect or improve nursing home services for nursing home residents, and provided that the responsible receiving entity is:

- Qualified and capable of carrying out the intended project(s) or use(s);
- Not in any conflict of interest relationship with the entity(ies) who will benefit from the intended project(s) or use(s);
- Not a recipient of a contract or grant or other payment from Federal or State sources for the same project(s) or use(s);
- Not paid by a State or Federal source to perform the same function as the CMP project(s) or use(s). CMP funds may not be used to enlarge or enhance an existing appropriation or statutory purpose that is substantially the same as the intended project(s) or use(s).

States may target CMP resources for projects or programs available through various organizations that are knowledgeable, skilled, and capable of meeting the project's purpose in its area of expertise as long as the above criteria are met and the use is consistent with Federal law and policy. Examples of organizations that could qualify include, but are not limited to, consumer advocacy organizations, resident or family councils, professional or State nursing home associations, State Long-term Care Ombudsman programs, quality improvement organizations, private contractors, etc.

E. Annual Reports

We are finalizing the requirements and specifications for an annual transparency report which will be due no later than January 1st of each year, beginning in 2013. More information will be

Page 5 – State Survey Agency Directors

provided after further dialogue with States and others. We are providing this information now only to provide advance notice and to aid State plans for record-keeping.

Effective Date: This clarification is effective January 1, 2012. Please ensure that all appropriate staff is fully informed within 30 days of the date of this memorandum.

Questions or Comments: Questions regarding specific proposals or applications for approval of the use of CMPs should be directed to the appropriate CMS regional office, Division of Survey & Certification, Quality Improvement, and State Operations. Questions or comments regarding CMS policy for CMP use may be directed to Lori Chapman at lorelei.chapman@cms.hhs.gov.

/s/
Thomas E. Hamilton

Attachments – Appendix One and Two

cc: Survey and Certification Regional Office Management

- 1. Culture Change:** "Culture change" is the common name given to the national movement for the transformation of older adult services, based on person-directed values and practices where the voices of elders and those working with them are considered and respected. Core person-directed values are choice, dignity, respect, self-determination and purposeful living. CMP funds may be used to promote culture change in projects that involve multiple nursing homes. Examples:

Louisiana - CMPs funded a workforce and culture change project focusing on achieving staffing stability in nursing homes, and a culture change conference in the State.

Illinois - enabled the Long-Term Care Ombudsman Program (LTCOP) to promote the Pioneer Movement.

New York - funded projects that facilitated nursing homes' implementation of culture change.

Georgia - used CMP funds for "Culture Change in Nursing Homes Symposia" to educate providers and develop public policy recommendations; for scholarships on behalf of long-term care ombudsman to attend Culture Change summit of Georgia; and for development of web-based training modules for ombudsman staff and volunteers focused on culture change principles and practices.

Massachusetts - used CMP funds for a State-wide culture change coalition conference, a culture change newsletter and a 2-year project with several nursing homes on Quality Improvement and consistent staff assignments.

- 2. Resident or Family Councils:** CMP funds may be used for projects by not-for-profit resident advocacy organizations that:
 - Assist in the development of new independent family councils;
 - Assist resident and family councils in effective advocacy on their family members' behalf;
 - Develop materials and training sessions for resident and family councils on state implementation of new federal or state legislation;

For example, CMP funds could be used to support facilitators, involvement of knowledgeable experts in council meetings, or other initiatives to engage residents and families in the development and implementation of quality improvement programs.

Examples:

Maryland - provided a multi-year grant to the National Citizens' Coalition for Nursing Home Reform (NCCNHR, now "Consumer Voice") to support the development of family councils in the State, including resources and information such as a DVD on family councils and an informational booklet.

³ These are only intended as previous examples of how States have used CMP funds in the past. Beginning January 1, 2012, States must provide information and obtain prior approval from CMS for any project or use that the State considers for use of CMP funds, regardless of whether the use was conducted in the past.

Minnesota - used CMP funds to host a conference for family members that highlighted quality improvement success stories in MN nursing homes for consumers.

Connecticut - used CMP funds to support their VOICES program which brings together presidents of resident councils to share their thoughts and to bring the concerns and ideas of residents to the attention of public officials who can assist in addressing problems.

- 3. Direct Improvements to Quality of Care:** CMP funds may be used for projects designed to directly improve care processes for nursing home residents of multiple nursing homes. Examples:

New York - has used CMP funds to promote:

- Hiring of independent consultants to train nursing home staff on four "life enrichment modules:" Therapeutic Small Group Activities, Soft Sensory Programming (to relate to dementia residents through aromatherapy, music and gentle touch), Roving Cart Activities (provide individualized activities to residents) and a Dignity and Sensitivity Boot Camp (exposes staff to life as their residents experience it).*
- A project to improve resident balance and mobility and decrease falls using innovative exercise and balance programs that include Tai Chi and Yoga.*
- Several projects to enable facilities to substantially improve their residents' dining experiences. One project funded a fine dining project. The facility committed its own funds for renovations, while the project funds paid for training of all staff in fine dining procedures, steam tables, music systems for the dining rooms, elegant linens, etc. The project incorporated staff, resident, and family satisfaction.*

Resource on improving cultural competence: HHS Office of Minority Health, a discussion of cultural competency <http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=11>.

- 4. Consumer Information:** CMP funds may be used to develop and disseminate information that is directly useful to nursing home residents and their families in becoming knowledgeable about their rights, nursing home care processes, and other information useful to a resident. Examples:

- Use CMP funds to develop and distribute printed and Web-based toolkits for residents, families and caregivers on how to identify mental health issues, such as depression and anxiety, and treatment options so that individuals can overcome stigma, understand their options and take control of their mental health care.*
- Ohio - funded start-up of Ohio's consumer guide Web site <http://www.ltcoho.org/consumer/index.asp>.*

⁴ These are only intended as previous examples of how States have used CMP funds in the past. Beginning January 1, 2012, States must provide information and obtain prior approval from CMS for any project or use that the State considers for use of CMP funds, regardless of whether the use was conducted in the past.

5. **Resident Transition due to Facility Closure or Downsizing:** CMP funds may be considered for use for the temporary support and/or protection of residents of a facility that closes or is decertified (including offsetting costs of relocating residents to home and community-based settings or another facility), or to transition residents to alternate settings for a facility downsizing that requires a reduction in facility census. Example:

Michigan - funded a CMP project to pull together a workgroup (1½ years) to figure out the underlying factors of facility closure and come up with creative ideas to address closure issues and their impact on residents.

6. **Transition Preparation:** CMP funds may be considered for use to fund an initial home visit for a nursing home resident to help him or her evaluate the appropriateness of a potential transition to another living arrangement or home or community based setting. See S&C Memorandum 11-12-NH for more details.
7. **Training:** CMP funds may be considered for training in facility improvement initiatives that are open to multiple nursing homes, including joint training of facility staff and surveyors, technical assistance for facilities implementing quality assurance programs, training for resident and/or family councils, LTC ombudsman or advocacy organizations and other activities approved by CMS. For example, this effort might include a statewide pressure ulcer or fall prevention collaborative that includes joint training of surveyors and facility staff from multiple nursing homes that are committed to implementing effective fall prevention programs.

⁵ These are only intended as previous examples of how States have used CMP funds in the past. Beginning January 1, 2012, States must provide information and obtain prior approval from CMS for any project or use that the State considers for use of CMP funds, regardless of whether the use was conducted in the past.

Appendix Two: Examples of Prohibited Uses of CMP Funds

1. **Conflict of Interest Prohibitions:** CMS will not approve projects for which a conflict of interest exists or the appearance of a conflict of interest. Similarly, we will generally not approve uses that commit CMP funding to very long term projects (greater than 3 years). By obliging the State to fund a long and large multi-year expense, we consider such projects to raise the appearance of a conflict of interest where the levy of future CMPs could be construed to be done for the purpose of raising revenue rather than for the statutory purpose of deterring or sanctioning poor quality. We will, however, consider each project in light of the specifics of each individual case. Large projects may avoid the appearance of conflict, for example, to the extent that the State is able to demonstrate a plan for sustaining the project on a long term basis without CMP funds.
2. **Duplication:** States may not use CMP funds to pay entities to perform functions for which they are already paid by State or Federal sources. CMP funds, for example, may not be used to enlarge an existing appropriation or statutory purpose that is substantially the same as the CMP project. Also, CMP funds may not be used to fund State legislative directives for which no or inadequate state funds have been appropriated.
3. **Capital Improvements:** CMP funds may not be used to pay for capital improvements to a nursing home, or to build a nursing home, as the value of such capital improvement accrues to a private party (the owner). Federal and State payments also already acknowledge the expense of capital costs, so the use of CMP funds for such a purpose would duplicate an existing responsibility of the nursing home. Examples of prohibited uses:
 - *Building or Capital Redesign:* CMP funds may not be used to build or redesign a nursing home, including conversion to a Green House.
 - *Capital Expense:* Replacing an aging boiler.
3. **Nursing Home Services or Supplies:** CMP funds may not be used to pay for nursing home services or supplies that are already the responsibility of the nursing home, such as laundry, linen, food, heat, staffing costs, etc. This prohibition, however, does not prevent the temporary payment of salary for an individual who will work in the nursing home as part of an evaluated demonstration of a new service, skill set, or other innovation that the nursing home has not previously had in place and which the nursing home may sustain after the demonstration if resources permit. Examples might include new use of a wound specialist and adoption of new skin care techniques, new uses of advance practice nurses, new methods of retention and training for certified nurse assistants, etc.
4. **Temporary Manager Salaries:** CMP funds may not be used to pay the salaries of temporary managers who are actively managing a nursing home, as this is the responsibility of the involved nursing home in accordance with 42 CFR §488.415(c).
5. **Supplementary Funding of Federally Required Services:** For example, CMP funds may not be used to recruit or provide Long-Term Care Ombudsman certification training for staff or volunteers or investigate and work to resolve complaints as these are among the responsibilities of Long-Term Care Ombudsman programs under the federal Older Americans Act (OAA), regardless of whether funding is adequate to the purpose. On the other hand, there is no prohibition to an Ombudsman program receiving CMP funds to

Appendix Two: Examples of Prohibited Uses of CMP Funds

conduct or participate in approved projects, or to carry out other quality improvement projects that are not within the Ombudsman program's existing set of responsibilities under the OAA. Nor is there any prohibition to Ombudsman program staff or volunteers to participate in training that is paid by CMP funds but open to a broad audience, such as nursing home staff, surveyors, consumers, or others.

Civil Money Penalty (CMP) Reinvestment Application Resource Guide

Background

A civil money penalty (CMP) is a monetary penalty the Centers for Medicare & Medicaid Services (CMS) may impose against nursing homes for either the number of days or for each instance a nursing home is not in substantial compliance with one or more Medicare and Medicaid participation requirements for long-term care facilities. CMP funds returned to the state must be reinvested to support projects that benefit nursing home residents and that protect or improve their quality of care or quality of life.

The application process for CMP funds is determined by the state in which the nursing home is located. Applicants shall submit an application request and a detailed line item budget for the project to the applicable state agency (SA) for initial review and recommendation. SAs shall make an initial determination on the potential of the project to benefit nursing home residents and protect or improve their quality of care or quality of life. SAs will then forward the application to the CMS Regional Office (RO) for review and approval. CMS ROs will respond to the SA with approval, denial, or request for further information. After a determination by the SA and CMS RO, the applicant will be notified of the funding determination. Applicants may contact the applicable SA with questions regarding their CMP Reinvestment application.

Note: Applications that are an extension of an approved CMP reinvestment project to new nursing home location(s) do not have to complete the entire application. **A project is considered an "extension project" if it is identical in project details to a project approved after April 1, 2018.** For extension projects, applicants must submit the approval letter for the approved CMP reinvestment project and complete the following sections: Applicant Contact and Background Information (questions 1-2a, and 6), Funding (questions 7-9), Project Title (question 10-11), Partnering Entities (question 15 for non-nursing home applicants and question 16 for all applicants, if appropriate), and Attestation (question 22). Additionally, the applicant must submit results of the previously approved and completed project (if applicable), with confirmation by the SA.

Periodic reports may be required by each SA. Project outcomes, including the metrics provided in this application, must be reported at the completion of the project period. In order to maintain compliance with 42 CFR 488.433, at a minimum, SAs must make information about the use of CMP funds publicly available, including the dollar amount, recipients, and results of the project.

Resource Guide

This resource guide contains [guidelines](#) to help applicants develop and submit applications to SAs for

CMPRP

Civil Money Penalty Reinvestment Program



the use of CMP funds. States may use their own application template or use the CMP Reinvestment Application Template provided by CMS. Please note that the use of the CMP Reinvestment Application Template is not required by CMS and does not guarantee that an application will be approved.

The CMP Reinvestment Application Template is located on the CMP Reinvestment Resource website at: <https://www.cms.gov/Medicare/Provider-Enrollment-and-Certification/SurveyCertificationGenInfo/LTC-CMP-Reinvestment.html>.

If you have questions about these resources, please contact CMPI-info@cms.hhs.gov.

Project and Applicant Requirements

Before completing a CMP reinvestment application, review the requirements below.

Projects cannot:

- Exceed three years;
- Include items or services that are not related to improving the quality of life and care of nursing home residents or protecting such residents. For example, projects where the need or demand for services provided by the project does not exist; projects where nursing home residents are not the target beneficiaries or the nursing home setting is not the focus of the project; and research projects where the benefits are often unknown;
- Include funding for capital improvements to a nursing home (e.g., replacing a boiler, redesign of a nursing home);
- Include funding for nursing home services or supplies that are already the responsibility of the nursing home (e.g., staff, equipment, food);
- Include funding for survey and certification operations or state expenses;
- Include funding for refreshments;
- Include funding for incentives (e.g., for attending training or completing a survey—this includes items such as payments or gift cards);
- Include unclear or excessive expenses (e.g., budget items that are not clearly detailed or itemized, unreasonably high project staff salaries or travel expenses, excessive staff to implement a project, unreasonable marketing of projects, high indirect costs, or a large portion of the budget set aside for evaluation); or
- Include supplementary or duplicative federal or state funding (e.g., personnel performing the same duties as Ombudsman or Quality Improvement Organization (QIO) assistance, nurse aide training programs).

Applicants must:

- Be qualified and capable of carrying out the intended project(s) or use(s);
- Not have a conflict of interest relationship with the entity(ies) who will benefit from the intended project(s) or use(s); and
- Not be paid by a state or federal source to perform the same function as the project(s) or use(s) (e.g., CMP funds may not be used to enlarge or enhance an existing appropriation or statutory purpose that is substantially the same as the intended project(s) or use(s)).

Guidelines to Complete a CMP Reinvestment Application for the Use of CMP Funds

An effective CMP reinvestment application should include the following information. The resource guide follows the structure of the CMP Reinvestment Application Template.

Applicant Contact and Background Information	
Application Section	Description
1. Applicant Contact Information	<ul style="list-style-type: none"> • Provide the applicant’s (individual) contact information: <ul style="list-style-type: none"> ○ Name ○ Phone Number ○ Email ○ Address: Street, City, County, State/Territory, Zip Code • The primary point of contact (POC) is defined as the person responsible for the project implementation. If the primary POC is different than the POC who completed the application, please provide the primary POC’s name and contact information.
2. Applicant Organization Information	<ul style="list-style-type: none"> • Provide the contact information for the organization requesting CMP funds: <ul style="list-style-type: none"> ○ Name ○ Phone Number ○ Email ○ Address: Street, City, County, State/Territory, Zip Code ○ National Provider Identifier (if applicable) • Note: The organization or nursing home that requests CMP funding is accountable and responsible for all CMP funds granted. If a change in ownership occurs after CMP funds are granted or during the course of the project, the primary POC should notify the SA. Notice regarding the change in ownership and its impact on the CMP Reinvestment Application award should be sent to SA. The SA will communicate the change to CMS. • Identify if the organization is a nursing home. <ul style="list-style-type: none"> ○ If the organization is a nursing home, indicate if any outstanding CMPs are due and if the nursing home is in bankruptcy or receivership.

Application Section	Description
3. Organization History	<ul style="list-style-type: none"> Describe the history of the organization requesting CMP funds. Include details such as the mission statement and number of years in service.
4. Organization Capabilities	<ul style="list-style-type: none"> Describe the organization’s capabilities, including products and services relevant to the proposed CMP project.
5. Organization Website	<ul style="list-style-type: none"> Provide the website address for the organization requesting CMP funds, if available.
6. Other Funding Sources	<ul style="list-style-type: none"> Indicate whether other funding sources have been applied for and/or granted for this proposal or project. <ul style="list-style-type: none"> If using other funding sources, provide information about the funding sources, including amounts applied for and/or granted.
Funding	
Application section	Description
7. Total CMP Fund Request Amount	<ul style="list-style-type: none"> Provide the amount requested annually and for the entire project. For example, if it is a three-year project and requires \$25,000 per year, then enter \$75,000 as the total project cost and \$25,000 as the annual cost. If requesting \$25,000 for a one-year project, then enter \$25,000 as both the annual and total cost. Include the total amount of non-CMP funds received for the project, as described above in “Other Funding Sources.”

8. Detailed Line Item Budget

- **Applicants must provide a detailed line item budget** (using the **CMP Reinvestment Budget Template** or similar spreadsheet) to outline specific cost requirements within each of the following budget categories:
 - Personnel: an employee of the organization whose work is tied to the proposed project;
 - Travel: provide mileage, lodging and per diem as applicable;
 - Equipment purchase and rentals: materials central to the roll out of the project;
 - Contractual: the cost of project activities to be undertaken by a third-party contractor. Each contractor should be budgeted separately;
 - Other direct costs: expenses not covered in any of the previous costs;
 - Total indirect costs: overhead costs allocable to the project such as a negotiated rate with a university; and
 - Cost-sharing: total non-CMP funds received or anticipated for this project. Please note that the amount entered in the cost-sharing field of the CMP Reinvestment Budget Template will be automatically subtracted from the total project cost field.

Application Section	Description
9. Budget Narrative	<ul style="list-style-type: none"> The budget narrative should justify the indirect costs and cost-sharing amounts included in the CMP Reinvestment Budget Template or similar spreadsheet. Explain the costs calculation and methodology. If using the CMP Reinvestment Application Template and additional space is needed, attach additional pages with the project application submission. Cost-sharing is the portion of project costs not covered by CMP funds. In general, applications that include in-kind and/or cash contributions demonstrate a commitment to the project and greater cost effectiveness. Applicants should consider all types of cost-sharing. This request is not meant to cause undue burden; therefore, we are not requesting small budgetary items such as low-cost office supplies donated by the facility. An example of cost share would be a bicycling program where the facility donates half the cost of the bicycle. Other federal funding does not constitute cost-sharing. If cost-sharing is included, it should be listed for each year of the project. If the proposed project is a component of a larger program, identify other funding sources for the proposal, and indicate the specific funding amount to be provided by those sources.
Project Details	
Application Section	Description
10. Project Title	<ul style="list-style-type: none"> Provide the title/name of the proposed project. 10a: Identify if the project is an extension of a CMP reinvestment project approved after April 1, 2018, and if results have been provided to the SA. Check yes only if the project is an extension to a new nursing home location. Applicants must submit the approval letter for the existing CMP reinvestment project. Applicants must also submit the results of the project forwarded to the SA as an attachment to this application (if applicable).
11. Project Time Period	<ul style="list-style-type: none"> Provide the proposed start and end dates for the proposed project. Note: Project durations must not exceed three years.

12. Project Category	<ul style="list-style-type: none"> • Identify the appropriate category that best describes the focus of the proposed project: <ul style="list-style-type: none"> ○ <u>Consumer Information</u>: Projects that share information about resident and resident representative rights, the nursing home care process, and generally anything useful that ensures quality care in nursing homes. ○ <u>Resident or Family Council</u>: Projects that focus on resident and family council development or improvement in resident centered services. ○ <u>Direct Improvements to Quality of Care</u>: Projects that directly improve care for nursing home residents. ○ <u>Cultural Change/Direct Improvements to Quality of Life</u>: Projects that enhance a resident’s self-esteem and dignity. Culture change is the common name given to the national movement for the transformation of older adult services, based on person-directed values and practices where the voices of elders and those working with them are considered and respected. ○ <u>Training</u>: Training that covers material that directly benefits the residents and the nursing home. ○ <u>Other</u> (please specify).
Summary of Project and Benefits to Residents	
Application Section	Description
13. Summary of the Project and its Purpose	<ul style="list-style-type: none"> • Describe the problem or gap this project is aiming to address. • Describe project goals and/or objectives. • Describe the plan to implement the project, including implementation timeline.
Application Section	Description
14. Benefit to Nursing Home Residents	<ul style="list-style-type: none"> • Describe how this project will directly benefit nursing home residents. • Note: CMP funds shall only be used for activities that benefit nursing home residents and that protect or improve their quality of care or quality of life.

Partnering Entities	
Application Section	Description
15. Nursing Home and Community Involvement	<ul style="list-style-type: none"> • Provide a brief description of how the nursing home community (including resident and/or family councils and direct care staff) will be involved in the development and implementation of the project. • If the organization applying is not a nursing home, include letters of support in the application submission to demonstrate nursing home support and buy-in for the proposed project.
Application Section	Description
16. Other Partnering Entities	<ul style="list-style-type: none"> • If applicable, list any other entity(ies) that will be partnering with the applicant on this project (e.g., individuals, organizations, associations, facilities). • Include specific deliverables for which the partnering entity(ies) will be responsible. • If applicable, include the amount of funding partnering entity(ies) will receive.
Deliverables, Risks, Performance Evaluation, Sustainability	
Application Section	Description
17. Project Deliverables	<ul style="list-style-type: none"> • List any physical items that will be deliverables as a result of funding the project (e.g., electronics, training materials, curricula).
18. Performance Monitoring and Evaluation	<ul style="list-style-type: none"> • Describe how the project’s performance will be monitored or evaluated (including specific outcome metrics) and the intended outcomes. • These metrics shall be submitted upon completion of the project or as frequently as required by the SA. • Example outcome metrics include the following: <ul style="list-style-type: none"> ○ At the end of the one-year period, the applicant organization had conducted 12 in-person trainings with 1,455 attendees. A satisfaction questionnaire found that 70% of attendees were very satisfied with the trainings they received, 15% were satisfied, 3% were unsure, 10% were dissatisfied, and 2% were very dissatisfied. ○ Nursing homes that sent at least one staff member to the training saw an improvement in influenza immunization rates by 15 percent and pneumococcal immunization rates by 10 percent.

Application Section	Description
19. Duplication of Effort	<ul style="list-style-type: none"> Provide information that demonstrates the project will not duplicate or overlap with the responsibility of the nursing home to meet existing Medicare and Medicaid requirements and other applicable statutory and regulatory requirements, nor duplicate federal or state services.
20. Risks	<ul style="list-style-type: none"> Describe the potential risks or barriers associated with implementing the project and the plan to address these concerns.
21. Sustainability	<ul style="list-style-type: none"> Describe how the project or outcomes will be sustained after CMP funding concludes.
Attestation	
Application Section	Description
22. Attestation Statement	<ul style="list-style-type: none"> Provide the name of the applicant. Provide the signature of the applicant. If using the CMP Reinvestment Application Template, to provide a digital signature, double click the text box, and follow the instructions on your desktop. If you are unable to provide a digital signature, please print the application, sign, and then scan into a PDF. Provide the date of signature.