



Oklahoma State  
Department of Health  
Creating a State of Health

**REQUEST FOR GRANT PROPOSAL**

**Budget Period (BP) 4  
2015-2016**

**HOSPITAL PREPAREDNESS PROGRAM  
FOR  
HOSPITAL HEALTHCARE ORGANIZATIONS**

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## **REQUEST FOR GRANT PROPOSALS (RFGP) OKLAHOMA STATE DEPARTMENT OF HEALTH (THE OSDH)**

This RFGP details the process to be followed in preparing a proposal for submission for funding consideration. The resulting contract will be with the OSDH, Emergency Preparedness and Response Service (EPRS).

Upon award, the RFGP documents, the Applicant(s) response, and the Purchase Order will become a contract between the Applicant(s) and the OSDH. This is a contract for delivery of services and shall not be considered an employment contract.

This contract is a sub-grant from the OSDH to the Applicant(s) for the purpose of accomplishing the guiding principles of the grant awarded by U.S. Department of Health and Human Services (HHS) to the OSDH. The proceeds under this sub-grant are considered custodial funds of the HHS and are subject to the provisions of 45 CFR Part 92.

### **Federal Award Information:**

Award Name:	Hospital Preparedness Program
Award Year:	July 1, 2015 through June 30, 2016
CFDA Number:	93.074
CFDA Name:	Hospital Preparedness Program
Federal Awarding Agency:	U.S. Department of Health and Human Services – Assistant Secretary for Preparedness and Response

### **Minimum Applicant(s) Qualifications:**

- a) Any state licensed hospital or Veterans Administration hospital (including critical access hospitals, rehabilitation hospitals, and inpatient psychiatric hospitals licensed or operated by or under the authority of the Oklahoma Department of Mental Health and Substance Abuse Services) in Oklahoma is eligible to submit a proposal.
- b) All hospitals submitting proposals must continue to implement and maintain NIMS.
- c) Any tribal hospital, or Federal Indian Health Service hospital, operating in Oklahoma is eligible to submit a proposal.\*

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

### **TERMS & CONDITIONS**

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

#### **1. Access To Records Requirements:**

The Applicant(s) agrees to maintain required records and supporting documentation, for validation of costs billed to the OSDH for seven (7) years from the ending date of the contract. The Applicant(s) also agrees to allow the State Auditor's Office, Government

Accountability Office (GAO), the Oklahoma Office of Management Enterprise Services (OMES), the OSDH, or their authorized representatives access to the records, books, documents, accounting procedures, practices or any items of the service provider relevant to this contract for purpose of audit and examination. The Applicant(s) further agrees to assure appropriate access by the aforementioned parties to any Applicant(s) associated records.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues, which arise from it, or until the end of the regular seven-year period, whichever is later.

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

2. **Advance Payments Prohibited:**

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

3. **Amendments, Unavailability or Redirection of Funding and Cancellation:**

This contract may be terminated, in whole or in part, if the Contractor fails to comply with the terms and conditions of the contract or for other cause. In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, the OSDH may terminate or reduce the contract upon notice in writing to the Contractor by certified mail. The OSDH may also, based on its determination of agency need, increase or reduce contract amounts and send notification of such changes to the Contractor 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 Contractor and the OSDH. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. 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. 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, Contractor agrees to take all reasonable steps to minimize termination costs and to comply with the requirements in 2 CFR §200.343 and 200.344. . The OSDH agrees to reimburse Contractor for all work performed prior to the date of notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

4. **Applicable Law:**

This contract shall be governed in all respects by the laws of the State of Oklahoma. Jurisdiction and venue for any dispute concerning this contract shall be Oklahoma County, Oklahoma

5. **Applicant's Relation to the OSDH:**

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

6. **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 Applicant(s) cannot perform the services as identified in this contract, the Applicant(s) 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 the OSDH approved subcontract. The Applicant(s) 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 Applicant(s) of any responsibility for performance under this contract.

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

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

- a) Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
- b) Have within a three year period of this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c) Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal, state or local entity.
- d) Are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

8. **Contract Monitoring Plan:**

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

Sharon DellaVecchio, Grants Manager  
Emergency Preparedness and Response Service  
(405)271-0900  
[sharond@health.ok.gov](mailto:sharond@health.ok.gov)

9. **Entire Agreement:**

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

10. **Equipment and Other Purchases:**

It is understood that no item of equipment, property or other capital purchase shall be reimbursed under the provisions of this contract. 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 Applicant(s) for financial statement purposes, or \$4,999.99.

11. **Event of Default:**

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

12. **Evidence of Insurability:**

The Applicant(s) shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability as applicable or as required by state or federal law and shall provide evidence of insurability (Certificate of Insurance), from the insurance carrier prior to commencement of any work in connection with the Contract. The Applicant(s) is also required to comply with applicable federal and state occupational disease statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy. The Applicant(s) shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the OSDH Procurement Service with evidence of such insurance and renewals. Such policy shall require thirty days advance notice of cancellation be provided to the OSDH Procurement Service.

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

13. **Failure to Comply Statement:**

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

14. **Force Majeure:**

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

15. **Invoicing:**

Applicant(s) shall submit a properly completed Hospital Preparedness Program (HPP) Invoice and HPP EMResource® Report on a quarterly basis. Applicant(s) shall invoice for their percentage of completion by last working day of December 2015. A final HPP Invoice, HPP EMResource® Report and HPP Plan Attestation shall be submitted no later than the last working day of May 2016 along with any back up documentation required.

Please include the following items on your invoice:

- a) Facility Name and address
- b) Purchase order number
- c) Invoice number
- d) Period covered by invoice
- e) Invoice date
- f) Name, title, email and phone number
- g) Any other data, reports, information or documentation required by other conditions of the contract

**The invoice shall be submitted to:**

Emergency Preparedness and Response Service  
Attn: Sharon DellaVecchio  
Oklahoma State Department of Health  
1000 NE 10<sup>th</sup> Street  
Oklahoma City, Oklahoma 73117-1207

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

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

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

16. **Limited English Proficiency:**

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

An inability by the Applicant(s) 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.

**17. Mandatory Requirements:**

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

**18. Non-Collusion Certification:**

The Applicant(s) will complete and return the attached non-collusion certification, OMES Form 004 (5/2013). (see RFGP Package)

**19. Non-Responsive Proposals:**

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

**20. Oklahoma Taxpayer and Citizen Protection Act of 2007**

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

All Applicant(s) or Applicant(s) are prohibited by state law from entering into a contract with a public employer for the physical performance of services within this state unless the Applicant(s) or Applicant(s) registers and participates in the Status Verification System to verify information of all new employees. The Status Verification Service System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (EEV) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**21. Other Certifications:**

The Contractor 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;

2 CFR § 200.322 (Procurement of Recovered Materials); and, the Single Audit Act of 1984; as applicable.

22. **Privacy Clause:**

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

23. **Procurement Integrity:**

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

24. **Protecting and securing protected health information:**

Incorporated herein in its entirety, and made a part of this contract, is the attached Business Associate Agreement (BAA) signed between the parties. (see RFGP package)

25. **Statement of Responsibility and Liability:**

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

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

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

26. **Tobacco Free Policy:**

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

27. **Travel and Related Expenses**

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

28. **Waiver of Breach:**

No failure by the OSDH to enforce any provisions hereof after any event of default by the Applicant(s) 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.

## **RFGP INSTRUCTIONS**

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

1. **Prior** to attempting response to the RFGP, Applicant(s) should thoroughly review the entire RFGP and attachments.
2. Submit a response to the RFGP in the form of a “RFGP Package” (see RFGP Package). This package shall contain response and all supporting information, attachments, and documents. All Applicant(s) must complete the RFGP Package in its entirety to be considered responsive.
3. The “RFGP Package” shall include the following:
  - a) RFGP Package Cover.
  - b) HPP Contact Information Sheet (with three different points of contact).
  - c) Completed and Originally Signed Vendor Payee Form (VPF).
  - d) Completed and Originally Signed Non-Collusion Certification.
  - e) Completed and Originally Signed Federal Funding Accountability and Transparency Act (FFATA) Data Universal Numbering System (DUNS) Form.
  - f) Originally Signed Business Associate Agreement (BAA).
  - g) Originally Signed Signature of Acknowledgement page.
4. Submit the RFGP Package by date and time designated by the OSDH. All proposals and related documents in response to this RFGP are public record under the Freedom of Information Act and Oklahoma Open Records Act regarding public access to such documents.
5. Submission by FAX or email is not acceptable. All Applicant(s) must mail the originally signed RFGP to the attention below:

### **Submit package to:**

Emergency Preparedness and Response Service  
ATTN: Sharon DellaVecchio  
Oklahoma State Department of Health  
1000 NE 10<sup>TH</sup> STREET  
Oklahoma City, Oklahoma 73117-1207

6. **RFGP SUBMISSIONS ARE DUE BY CLOSE OF BUSINESS (5:00 p.m. CST) on Friday, July 24<sup>th</sup>, 2015.**

7. Questions regarding this RFGP should be addressed to the OSDH Grants Manager listed below, preferably by email.

Sharon DellaVecchio, Grants Manager  
[SHAROND@HEALTH.OK.GOV](mailto:SHAROND@HEALTH.OK.GOV)  
(405) 271-0900

8. Proposals will be considered ineligible for submission and will not be reviewed if any of the following conditions occur:
  - a) Proposal was not submitted by the stated deadline.
  - b) Proposal does not include the entire and completed "RFGP Package".
  - c) Proposal does not comply with all of the requirements of the RFGP process and solicitation.

9. **RFGP Evaluation Criteria:**

The OSDH, EPRS shall evaluate the grant proposals based on the criteria outlined below. The evaluators will sign a Conflict of Interest and Non-Disclosure Statement prior to evaluating the proposals.

The evaluators shall make recommendations to the EPRS Director on the level of funding for each proposal. The EPRS Director shall review the recommendations and approve or disapprove the participation and level of funding for each proposal. The intent of the HPP is to provide funding to all qualified entities provided the proposals meet the federal and state program specified requirements. The intent of the OSDH is to award funding to all proposals, provided the proposals meet the required guidelines of the RFGP and the RFGP evaluation criteria. The overall intent is to fund as many reasonable proposals as possible in order to maximize the preparedness level of the Oklahoma Medical System.

The RFGP shall be evaluated upon the following:

- a) The completion of the RFGP Package (see page 12)
- b) Applicant(s) is a licensed hospital, tribal hospital, or VA hospital (including critical access hospitals, rehabilitation hospitals, and psychiatric hospitals).
- c) Amount of available funding per capability.

**SPECIAL PROVISIONS:**

1. **Program Background and Information:**

Funding for this program is made available under a grant to advance all-hazards preparedness and national health security, promote responsible stewardship of federal funds, and reduce awardee administrative burden. The U.S. Department of Health and Human Services (HHS) Office of the Assistant Secretary for Preparedness and Response (ASPR) and Centers for Disease Control and Prevention (CDC) are aligning the administrative and programmatic aspects of the ASPR Hospital Preparedness Program (HPP) and the CDC Public Health Emergency Preparedness (PHEP) cooperative agreements.

The HPP and PHEP cooperative agreements are authorized by sections 319-1 and 319C-2 of the Public Health Services (PHS) Act as amended by the Pandemic and All-Hazards Preparedness Reauthorization Act (PAHPRA) of 2013. The purpose of PAHPRA is to improve the nation's public health and medical preparedness and response capabilities for

emergencies, whether deliberate, accidental, or natural. HPP and PHEP are consistent with PAHPRA and Presidential Policy Directive (PPD) 8: National Preparedness, which aims to strengthen the security and resilience of the United States through systematic preparation for the threats that pose the greatest risk to the security of the United States. PPD 8 directs the development of a National Preparedness Goal, which was adopted in September 2011 and establishes the core capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.

2. **Contract Period:**

This contract shall begin on Date of Award and terminate on June 30, 2016.

This contract shall not take effect until the OSDH has in its possession a copy containing original signatures of both parties and a purchase order has been issued.

3. **Contract Expense Cap:**

The OSDH has an overall budget of approximately **\$589,090.00** to pay multiple Applicant(s) for the period of date of award through June 30, 2016. This amount shall be divided between qualified hospitals and other qualified healthcare organizations through two RFGP announcements.

These funds are available for award contingent upon the continued availability of funding through the U.S. Department of Health and Human Services, Office of the Assistant Secretary for Preparedness and Response, Hospital Preparedness Program.

## **SCOPE OF WORK**

The objective of Oklahoma's Federal Budget Period 4 (BP4) HPP sub-grant is to award funds to healthcare organizations across the state of Oklahoma through the use of this RFGP. The awarded funds shall be used for refinement, maintenance, and enhancement for disaster preparedness capabilities.

**All Applicant(s) awarded funds under this RFGP are required to complete the following activities during the contract period.**

### **CAPABILITY 1 – HEALTHCARE SYSTEMS PREPAREDNESS:**

**GOALS: The Applicant(s) shall do the following:**

- a) Maintain Regional Medical Planning Group (RMPG) membership as evidenced by attending 50% or more of scheduled RMPG meetings open to your hospital for your Region.
- b) Work with the OSDH, Metropolitan/Regional Medical Response System (M/RMRS) partners and other participating healthcare organizations to identify healthcare planning priorities, and coordinate capabilities-based planning efforts that include updating, revising, or developing facility emergency response plans that better identify organizational response objectives, delineations and priorities based on Hazard Vulnerability Assessments (HVAs) and risk assessments. As part of these planning efforts, participating hospitals will be required to define and document systems in Emergency Response Plans (ERPs) that ensure vertical and horizontal coordination and resource requesting with appropriate agencies and organizations within the jurisdiction, and define the process to request local, state and federal assistance during times of emergency.
- c) Continue implementing and maintaining National Incident Management System (NIMS) (as outlined in the Federal Emergency Management Agency's (FEMA)

- d) NIMS Implementation Guidelines for Hospitals and Healthcare Systems) activities. Using EMResource®, Applicant(s) are required to login and provide their *Initial* NIMS status no later than the last working day of October, the end of the 1<sup>st</sup> Quarter, and their *Final* NIMS status by the last working day of February, the end of the 3<sup>rd</sup> Quarter. The Applicant(s) further agrees to submit information to the OSDH upon request of the status of NIMS Implementation. Delivery of NIMS achievement shall be compensated based upon the number of participants in the HPP grant and available funding.
- e) Participate in the development and maintenance of coalition (RMPG) charter(s) that defines the leadership structure and the roles and responsibilities for each participating coalition member related to disaster preparedness, response and recovery.
- f) Participate in and/or conduct internal drills and exercises designed to test Ebola or similar infectious disease, plans and identify gaps in response capabilities.
- g) Support training of staff for response to infectious disease events such as Ebola.

**CAPABILITY 3: EMERGENCY OPERATIONS COORDINATION:**

**GOALS: The Applicant(s) shall do the following:**

- a) Work with M/RMRS or MERC Coordinator to refine and maintain communication plans and procedure for the prioritization and validation of request for resources through the MERC.

**CAPABILITY 6: INFORMATION SHARING:**

**GOALS: The Applicant(s) shall do the following:**

- a) Participate in planning efforts in order to sustain interoperable communications/information sharing planning within their sub-state region.
- b) Participate in EMResource® data reporting as specified by the OSDH. This includes, but is not limited to: bi-monthly regional EMResource® drills, Emergency Department (ED) status reports, injury reports, bed tracking, asset tracking, specialist physician availability, drills, surveys and alerts. All reporting information must represent the accurate, real time status of your hospital. The above component of EMResource® data reporting does not include the quarterly HAvBED. Reporting.
- c) Participate in 50% of the OSDH specified reporting. This includes, but is not limited to quarterly HAvBED drills. Using EMResource®, applicant(s) are required to login and provide their participation.
- d) Participate in 100% of the Federal HAvBED survey. Using EMResource®, Applicant(s) are required to login and provide their participation.
- e) Participate in a State sponsored drill designed to test HPP capabilities, scheduling of the drill to be determined and announced. Using EMResource®, Applicant(s) are required to login to document their participation in this drill.

**CAPABILITY 10: MEDICAL SURGE:**

**GOALS: The Applicant(s) shall do the following:**

- a) Agrees to assist in the planning efforts of their home region during their RMPG meetings. Such planning efforts shall include:
  - 1) Provide input regarding medical surge response, and maintain capability for rapid expansion of healthcare systems to provide appropriate and timely clinical care during times of an emergency.
  - 2) Continue assessing current patient care capabilities in the medical system in "normal" times and in a resource constrained environment.
  - 3) Determining hospital base-bed capacity to determine starting point for immediate bed availability.

- 4) Update potential locations for regional Alternate Care Sites, as needed.

#### **CAPABILITY 14: RESPONDER SAFETY AND HEALTH**

##### **GOALS: The Applicant(s) shall do the following:**

- a) Purchase Personal Protective Equipment (PPE) and supplies designed to enhance the facility/agency capabilities to respond to infectious disease incidents such as Ebola. Facilities/agencies are required to coordinate these activities with the M/RMRS.

#### **OTHER DUTIES OF THE APPLICANT(S):**

##### **The Applicant(s) shall do the following:**

- a) Provide and maintain three (3) POCs. One (1) Contact from each of the following areas.
  - 1) Facility Services/Preparedness/Safety Officer
  - 2) Fiscal/Financial
  - 3) Clinical/Patient Care

Using EMResource®, Applicant(s) are required to login and provide this information by the end of the 1<sup>st</sup> Quarter, and in the RFGP Package.

- b) Provide Proof of Worker's Compensation coverage within 30 days of receiving an award.
- c) Provide proof of Liability Insurance within 30 days of receiving an award.
- d) Applicant(s) shall **NOT** spend more than \$4,999.99 on a single item of equipment to include taxes, shipping and handling.
- e) Applicant(s) are required to use EMResource® to document their progress in the contract requirements.
- f) Participate in a state sponsored drill designed to test HPP capabilities, scheduling of the drill to be determined and announced.
- g) Submit a properly completed HPP Invoice and HPP EMResource® Report on a quarterly basis. Invoice(s) shall be submitted for their percentage of completion by the end of the month of December 2015. A final HPP Invoice and HPP EMResource® Report shall be submitted no later than the last working day of May 2016 along with any back up documentation required.
- h) Completed HPP ERP Attestation shall be submitted no later than the 15<sup>th</sup> of May 2016.
- i) Failure to meet all required criteria herein is not subject to proration of funds. All requirements shall be completed in order to receive funding.
- j) Applicant(s) are required to have a minimum of 50% attendance to the quarterly RMPG meetings open to your hospital for your Region. One (1) RMPG meeting will be held in each quarter identified below. It is recommended that you attend at least one (1) meeting with in each calendar year (2015-2016).

- k) If the 50% of required attendance to the RMPG meetings is not met, Applicant(s) shall be required to reimburse all funding that has been disbursed by the OSDH for this requirement.

Quarters are identified as follows:

2015

1<sup>st</sup> Quarter: August, September, and October.

2<sup>nd</sup> Quarter: November and December.

2016

3<sup>rd</sup> Quarter: January and February.

4<sup>th</sup> Quarter: March, April, and May.

**DUTIES OF THE OSDH**

- a) The OSDH shall monitor progress of the project by utilizing such tools as surveys, site visits or other methods of monitoring for compliance.
- b) The OSDH reserves the right to inspect all work prior to payment of any invoice(s) submitted by the Applicant(s). The OSDH shall review and approve HPP Plan Attestations prior to payment of invoices.
- c) The OSDH shall provide technical assistance in implementation of this project upon request of the Applicant(s).
- d) The OSDH will provide guidance for the EMResource® participation tracking. This is different from the EMResource® data reporting.
- e) The OSDH reserves the right to cancel the contract with a 30-day written notice for failure to demonstrate sufficient progress.
- f) The OSDH shall publish a schedule of the RMPG meetings on the OSDH website.
- g) The OSDH shall provide the HPP Invoice template(s); the HPP EMResource® Report template and the ERP Attestation to qualified Applicant(s) after awards are made.
- h) The OSDH shall provide all other documents when needed.
- i) The OSDH shall complete a Performance Evaluation at the end of the contract period.

OKLAHOMA STATE DEPARTMENT OF HEALTH  
ADMINISTRATIVE PROCEDURES MANUAL

TITLE: Tobacco-Free Policy

NUMBER: 1-8

ADOPTED: December 1994

RESPONSIBLE  
SERVICE:

Administration

LAST REVIEWED: September 2011

Approved:

\_\_\_\_\_  
Terry Cline, Ph. D.  
Commissioner of Health

Purpose: The purpose of this administrative procedure is to eliminate all tobacco use indoors and outdoors on the premises of all Oklahoma State Department of Health facilities (OSDH) including county health departments, in state vehicles used for OSDH business, and by OSDH personnel providing services in clients' homes.

Use of Tobacco Products:

Tobacco Free Environment-

1. The use of tobacco products (including, but not limited to, cigarettes, pipes, smokeless tobacco, other tobacco products and electronic cigarettes) is prohibited throughout all indoor and outdoor areas of premises under the control of the OSDH, in all vehicles on those premises, and in state vehicles in use for OSDH business anywhere.
2. This administrative procedure applies to all employees, clients, visitors and others on business at all OSDH premises.
3. The central office and each county health department or other facility will identify the boundaries of its premises, post this information for public reference, and provide notice of this administrative procedure with appropriate signage, including signs at the entrances to the properties and/or other locations as needed.
4. County health departments and other facilities that share a building with other offices will eliminate tobacco use in their offices and from all the indoor and outdoor premises under their control. They will encourage tobacco free policies for all tenants and throughout the entire premises.
5. Tobacco product receptacles will be removed from the premises, including any ash cans near entryways.
6. OSDH employees will not use tobacco products while providing services in clients' homes.
7. To the extent allowed by Oklahoma law, contracts to provide services to the public on behalf of OSDH entered into on or after the effective date of this administrative procedure will require contractors to follow the tobacco free policy of OSDH in performance of services for OSDH.
8. OSDH is committed to providing support to all OSDH employees and other OSDH personnel who wish to stop using tobacco products. OSDH is committed to ensuring that OSDH employees and, to the extent possible, other personnel have access to several types of assistance, including over-the-counter tobacco cessation medications and telephone counseling through the Oklahoma Tobacco Helpline (OTH). Supervisors are encouraged to refer employees and other OSDH personnel to the OTH as appropriate.
9. Violation of this policy by an OSDH employee will be cause for management/supervisor intervention and may result in corrective or disciplinary action in accordance with the OSDH Administrative Procedure 6-16 entitled, "Progressive Discipline," and state personnel rules.