



Oklahoma State
Department of Health
Creating a State of Health

REQUEST FOR GRANT PROPOSAL

FY 12-13

**HOSPITAL PREPAREDNESS PROGRAM
FOR
HEALTHCARE (NON-HOSPITAL) ORGANIZATIONS**

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

TERMS & CONDITIONS

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

1. **Access To Records Requirements:**

The Applicant agrees to maintain required records and supporting documentation, for validation of costs billed to OSDH for seven (7) years from the ending date of the contract. The Applicant also agrees to allow the State Auditor's Office, Government Accountability Office (GAO), the Oklahoma Department of Central Services (DCS), OSDH, or their authorized representative's access to the records, books, documents, accounting procedures, practices or any items of the service provider relevant to this contract for purpose of audit and examination. The Applicant further agrees to assure appropriate access by the aforementioned parties to any subcontractor's associated records.

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

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 OSDH.

3. **Amendments:**

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

4. **Applicable Law:**

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

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

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

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

6. **Cancellation Clause:**

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

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

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

or

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

Mike Abla, Medical Response System Coordinator
Emergency Preparedness and Response Service
1000 N.E.10th Street
Oklahoma City, OK 73117-1299
(405)271-0900
billya@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 Contractor for financial statement purposes or \$5,000.

11. **Event of Default:**

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

12. **Evidence of Insurability:**

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

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

13. Failure to Comply Statement:

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

14. Force Majeure:

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

15. Invoicing:

Applicants shall submit a properly completed Hospital Preparedness Program (HPP) Invoice and HPP Progress Report on a quarterly basis. Applicants shall invoice for their percentage of completion by the end of the months of December 2012 and March 2013. A final HPP Invoice and HPP Progress Report shall be submitted no later than the 15th of May 2013 along with any back-up documentation required.

Please include the following items on your invoice:

- a) Name, address, email, FEI number and phone number
- b) Invoice date
- c) Period covered by invoice
- d) Purchase order number
- e) Capability under which expenses were incurred
- f) Any other data, reports, information or documentation required by other conditions of the contract
- g) Detail of the services provided in accordance with the terms and conditions of this agreement

The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH
Emergency Preparedness and Response Service
Renee Hinson
Hospital Preparedness Program
1000 NE 10th Street Rm 414
Oklahoma City, Oklahoma 73117-1299

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

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

If the Applicant is unable to support any part of their claim to OSDH and it is determined that such inability is attributed to misrepresentation of fact or fraud on the part of the Applicant, the Applicant shall be liable to OSDH for an amount equal to such unsupported part of the claim in addition to all costs, including legal, attributable to the reviewing and

discovery of said part of claim. Liability under this paragraph shall be determined within two years of the discovery of such misrepresentation of fact or fraud by the Applicant.

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 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 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:

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 Contractor will complete and return the attached non-collusion certification, DCS Form 004 (8/2009). (Attachment A)

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 set forth as mandatory.

20. Oklahoma Taxpayer and Citizen Protection Act of 2007

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

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

21. Other Certifications:

The Applicant certifies compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act 1973, The Age Discrimination Act of

1975, The Hatch Act, The Pro Children Act of 1994, Drug Free Workplace Act of 1988, The American with Disabilities Act of 1990, Title IX or the Education Amendments Of 1972, 31 U.S.C. Section 1352, Public Law 105-78, And The Single Audit Act of 1984; as applicable.

22. Privacy Clause:

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

23. Procurement Integrity:

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

24. Protecting and Securing Protected Health Information:

To the extent the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR, Parts 142, 160 and 164 and HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations is applicable to this contract, Contractor, its officers and employees (collectively, Organization) and OSDH, together known as the "Parties", agree as follows. The Parties acknowledge that they may have or obtain access to confidential protected health information (PHI), including but not limited to individually identifiable health information. The Parties may use PHI solely to perform their respective duties and responsibilities under the contract and only as provided in the contract. The Parties acknowledge and agree that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in the contract or by law. Specifically, the Parties agree they will:

- a) Not use or further disclose PHI except as permitted in the contract or as required by law, and in such case, disclose only the minimum necessary.
- b) Protect and safeguard from any oral and written disclosure all confidential information, regardless of the types of media on which it is stored, with which the Parties may come in contact.
- c) Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the contract or as required by law.
- d) Ensure that all of its subcontractors, vendors, and agents to whom it provides PHI pursuant to the terms of the contract, shall agree to all of the same restrictions and conditions to which the Parties are bound. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor, Renee Hinson.
- e) Applicant must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to OSDH Privacy Officer within 48 hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of contract. Supplier will mitigate any harmful effects from the breach of confidentiality, privacy or security as required by law. Any notice required to be issued under the HITECH Act shall be coordinated with OSDH.
- f) Be responsible for its officers, employees, subcontractors and/or agents' intentional and negligent acts or omissions to act for all claims, liabilities, costs

- and damages arising out of or in any manner related to the disclosure of any PHI or to the breach by either Party of any obligation related to PHI.
- g) Safeguard PHI in accordance with the requirements of 45 CFR § 164.302-318.
 - h) Provide access to PHI at the request of OSDH, or to an individual as directed by OSDH, in order to meet the requirements of 45 C.F.R. § 164.524 which provides patients with the right to access and copy their own protected information within 30 days.
 - i) Make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526 within 30 days of request.
 - j) Provide OSDH or an individual information to permit OSDH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528 within 30 days of request.
 - k) Make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental officers and agencies, and OSDH for the purpose of determining compliance with 45 CFR § 164.500-534 within 30 days of request.
 - l) Upon termination of the contract, return or destroy all PHI, if feasible, received from or created or received by each Party on behalf of the other Party which the Parties maintain in any form, and retain no copies of such information. If such return or destruction is not feasible, the Parties will extend the precautions of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
 - m) Comply with all applicable laws and regulations related to privacy and security, specifically including, but not limited to, HIPAA.
 - n) Applicant agrees that PHI or provider information cannot be re-marketed, summarized, distributed, or sold to any other organization without the express written approval of OSDH.
 - o) Applicant agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR §160 through 164 that are applicable to such party as mandated by the HIPAA and 42 USC § 1320d – 1320d-8.
 - p) Applicant agrees to report potential known violations of 21 Okla. Stat. § 1953 to OSDH Legal Division within 48 hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system.
 - q) Applicant shall, following the discovery of a breach of unsecured PHI as defined in the HITECH or accompanying regulations, notify OSDH of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in OSDH's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Supplier as of the first day on which such breach is known to Supplier or by exercising reasonable diligence, would have been known to Supplier. Supplier shall provide such notification to OSDH without reasonable delay and in no event later than 48 hours after discovery of the breach. Such notification will contain the required elements required in 45 CFR § 164.410.
 - r) Applicant shall report to OSDH any use or disclosure of PHI which is not in compliance with the terms of this Contract of which it becomes aware. Applicant shall report to OSDH any Security Incident of which it becomes aware. For purposes of this contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction

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

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

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

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

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

26. Tobacco Free Policy:

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

27. Travel and Related Expenses

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

28. Unavailability of Funding:

In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, OSDH may terminate or reduce the contract upon notice in writing to the Applicant by certified mail.

OSDH shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction shall be specified in the notice. In the event of a reduction, the Applicant may cancel this contract as of the effective date of the proposed reduction upon advance written notice to OSDH.

In the event this contract is cancelled under this section, Applicant agrees to take all reasonable steps to minimize termination costs. OSDH agrees to pay the Applicant based upon the percentage of completion prior to the date of notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract.

This clause provides exception to the amendment clause and the cancellation clause of a 30 day notice.

29. Waiver of Breach:

No failure by OSDH to enforce any provisions hereof after any event of default by the Applicant shall be deemed a waiver of 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, applicants should thoroughly review the entire RFGP and attachments.
2. Submit a response to the RFGP in the form of a "RFGP Package". This package shall contain response and all supporting information, attachments, and documents. Each page of the "RFGP Package", including attachments and supporting documents, shall be numbered sequentially.
3. The "RFGP Package" shall include the following:
 - a) Completed and Originally Signed Non-Collusion Certification. (Attachment A)
 - b) Completed and Originally Signed Federal Funding Accountability and Transparency Act (FFATA) Data Universal Numbering System (DUNS) Form. (Attachment C)
 - c) Completed and Originally Signed Vendor Payee Form. (VPF (Attachment D)
 - d) HPP Contact Information Sheet. (Attachment E)
 - e) Originally Signed Signature of Acknowledgement page. (Attachment F)
4. Submit the RFGP Package by date and time designated by 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 Applicants must mail the originally signed RFGP to the attention below:

Submit package to:

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

6. **RFGP SUBMISSIONS ARE DUE BY CLOSE OF BUSINESS (5:00 p.m. CST) on OCTOBER 26, 2012**
7. Questions regarding this RFGP should be addressed to OSDH Contract Monitor and OSDH Medical Response System Coordinator listed below, preferably by email.

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

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

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

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

The evaluators shall make recommendations to the EPRS Service Chief on the level of funding for each proposal.

The EPRS Service Chief 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 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) Applicant is a facility licensed by the State of Oklahoma
- b) Amount of available funding.

10. This RFGP is from OSDH. Applicants, by submitting their responses to this RFGP, agree to comply with all terms and conditions contained herein.

Upon award, the RFGP documents, the Applicants' response, and the Purchase Order will become a contract between the Applicant and OSDH.

11. This RFGP is a contract for delivery of services and shall not be considered an employment contract.

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

This contract is a sub-grant from OSDH to the Applicant for the purpose of accomplishing the guiding principles of the grant awarded by U.S. Department of Health and Human Services (HHS) to 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.

The Applicant may purchase equipment with proceeds from this sub-grant, or payments made to the Applicant for development and implementation to ensure that the Emergency Response Plan (ERP) is operational. All equipment purchased shall be subject to the provisions of 45 CFR 92, 45 CFR 74 and FAR 31.5. As specified under the Federal guidelines, title to equipment acquired under this grant will vest upon acquisition in the grantee or sub-grantee respectively. Title to equipment purchased under this contract will vest with the Applicant. The Applicant shall be responsible for ongoing maintenance and disposition of any equipment purchased and should be aware of the requirements contained in 45 CFR 92, 45 CFR 74 and FAR 31.5 for maintenance and disposition of equipment purchased or paid for with proceeds from this sub-grant.

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 Act (PAHPA) of 2006. The purpose of PAHPA 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 PAHPA 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, 2013.

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

3. **Contract Expense Cap:**

OSDH has an overall budget of approximately **\$1,742,703.00** to pay multiple Applicants' for the period of date of award through June 30, 2013. 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.

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

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

4. **Federal Award Information:**

Award Name:	Hospital Preparedness Program
Award Year:	July 1, 2012 through June 30, 2013
CFDA Number:	93.889
CFDA Name:	National Bioterrorism Hospital Preparedness Program
Federal Awarding Agency:	U.S. Department of Health and Human Services – Assistant Secretary for Preparedness and Response

5. **Minimum Applicant Qualifications:**

- a) Oklahoma Licensed Long Term Care facilities to include Nursing Homes, Hospital Based Skilled Nursing Unit, and Renal Dialysis.
- b) Oklahoma licensed Emergency Medical Service (EMS) providers.

SCOPE OF WORK

All applicants awarded funds under this RFGP are required to complete the following activities during the contract period.

CAPABILITY 1 – HEALTHCARE SYSTEMS PREPAREDNESS:

GOALS: The Applicant shall do the following:

- a) Maintain Regional Medical Planning Group (RMPG) membership as evidence by attending 50% or more of scheduled RMPG meetings open to your organization for your Region.
- b) Work with 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 emergency response plans (ERPs) that better identify organizational response objectives and priorities based on Hazard Vulnerability Assessments (HVAs) and risk assessments. As part of these planning efforts, participating organizations will be required to define and document systems in ERPs that ensure vertical and horizontal coordination and resource requesting with appropriate agencies within the jurisdiction, and define the process to request Local, State and Federal assistance during times of emergency. Additionally, ERPs must define the organizations roles and responsibilities for response, and ensure development of annexes that include specific healthcare delivery priorities including but not limited to:
 - 1) Medical Surge Management
 - 2) Information Sharing
 - 3) Communication Plan
- c) Assist in the development 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. Additionally, efforts will be undertaken to develop provisions within ERPs that identify a primary point of contact (POC) for coalition members during response operations, and outline how member organizations are to coordinate and communicate with local and state Emergency Support Function (ESF) 8 organizations during times of emergency.
- d) Enhance at-risk/functional needs planning as a component of facility ERP development/enhancement.
- e) Participate in a state sponsored drill designed to test HPP capabilities, scheduling of the drill to be determined and announced.

CAPABILITY 3: EMERGENCY OPERATIONS COORDINATION:

GOALS: The Applicant shall do the following:

- a) Work within the RMPG meetings to develop a critical item shortage list that establishes those items most frequently needed during a response.
- b) Develop, refine and enhance communications plans related to incident information sharing using existing emergency communications tools such as EMResource and WebEOC.
- c) Work with M/RMRS or Medical Emergency Response Center (MERC) Coordinator to develop a gap assessment of items not currently in cache inventory that may be needed to support future operations.
- d) Work with M/RMRS or MERC Coordinator to better define processes for demobilization.

CAPABILITY 6: INFORMATION SHARING:

GOALS: The Applicant shall do the following:

- a) Applies to all Applicants.
 - 1) Participate in planning efforts in order to enhance interoperable communications/information sharing within their sub-state region.
 - 2) Undertake actions and activities to develop, maintain, and enhance facility interoperable communications plan by the end of the contract period. The associated interoperable communication plans may be stand-alone plans or annexes to the existing overall organizations ERP.
- b) Applies to EMS Applicants ONLY
 - 1) Participate in OSDH specified reporting. This may include, but is not limited to, incident specific injury reporting, firefighter rehab reporting, asset tracking, drills, surveys, and alerts. Minimum reporting threshold will be defined as response to 90% of OSDH information requests. The amount of the award will be determined based upon the number of participants in the HPP grant and available funding.

CAPABILITY 10: MEDICAL SURGE:

GOALS: The Applicant shall do the following:

- a) Agrees to assist in the planning efforts of their sub-state region during their RMPG meetings. Such planning efforts shall include:
 - 1) Creating a plan development strategy, process, framework, and timeline.
 - 2) Assessing the current status of medical surge planning and elements already in place.
 - 3) Creating a medical surge planning group - small number of planners that will monitor progress of plan development and create needed documents.
 - 4) Assessing current patient care capabilities in the medical system in "normal" times and in a resource constrained environment.
 - 5) Developing a list of planning assumptions needed to define plan parameters.
 - 6) Identifying preliminary roles for facilities and organizations not providing in-house care.
 - 7) Identifying and assessing potential locations for regional Alternate Care Sites.
 - 8) Assisting in the development and review of Crisis Standards of Care for use during an emergency.
 - 9) Creating regional HVA that identify probable scenarios which might generate evacuation, incorporate transportation resources in planning efforts for patient movement, and incorporate evacuation needs for other healthcare coalition members into long-term planning process.
- b) Undertake actions and activities to develop, maintain, and enhance facility evacuation/shelter-in-place plans by the end of the contract period. The associated evacuation/shelter-in-place plans may be stand-alone plans, or annexes to the existing overall organizations ERP.

OTHER DUTIES OF THE APPLICANT:

- 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
- b) Provide proof of Workers' Compensation insurance within 30 days of receiving an award.
- c) Provide proof of Liability Insurance within 30 days of receiving an award.
- d) Participate in a state sponsored drill designed to test HPP capabilities, scheduling of the drill to be determined and announced.
- e) Submit a properly completed HPP Invoice and HPP Progress Report on a quarterly basis. Invoice(s) shall be submitted for the percentage of completion by the end of the months of December 2012 and March 2013. A final HPP Invoice and HPP Progress Report shall be submitted no later than the 15th of May 2013 along with any back-up documentation required.
- f) Failure to meet all required criteria herein is not subject to proration of funds.

DUTIES OF OSDH

- a) OSDH shall monitor progress of the project by utilizing such tools as surveys, site visits or other methods of monitoring for compliance.
- b) OSDH reserves the right to inspect all work prior to payment of any invoice(s) submitted by the Applicant.
- c) OSDH shall provide technical assistance in implementation of this project upon request of the Applicant(s).
- d) OSDH reserves the right to cancel the contract with a 30-day written notice for failure to demonstrate sufficient progress.
- e) OSDH shall publish a schedule of the RMPG meetings on OSDH website.
- f) OSDH shall provide the HPP Invoice template and the HPP Progress Report template to qualified Applicants after awards are made.
- g) OSDH shall provide all other documents when needed.
- h) OSDH shall complete a Performance Evaluation at the end of the contract period.

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Attachment A



**State of Oklahoma
Department of Central Services
Central Purchasing Division**

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

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: _____ (leave this line blank)

Supplier Legal Name: _____ (legal name of Facility)

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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**OKLAHOMA STATE DEPARTMENT OF
HEALTH ADMINISTRATIVE
PROCEDURES MANUAL**

NUMBER: 1-8
TITLE: Tobacco-Free Policy
ADOPTED: December 1994
LAST REVIEWED: September 2011
RESPONSIBLE SERVICE: Administration

APPROVED

Terry Cline, Ph.D.
Commissioner
Signature on File

I. 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.

II. Use of Tobacco Products

A. 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 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.

Attachment B

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 OSDH Administrative Procedure 6-16 entitled, "Progressive Discipline," and state personnel rules.

III. References

No references were identified.

IV. Action

The Deputy Commissioner of Prevention and Preparedness Services is responsible for ensuring the annual review of this administrative procedure.

Tobacco Use Prevention Services is responsible for the annual review and revision of this administrative procedure.

Any exceptions to this administrative procedure require prior written approval of the commissioner.

This procedure is effective immediately as indicated.

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

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

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

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

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

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

Name: *Name of the organization*

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

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

Parent DUNS number: *parent organization DUNS number.*

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

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

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

Attachment C

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

Provided by OSDH

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

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

Provided by OSDH

Authorized Official Signature

Title

Date

|



**STATE OF OKLAHOMA
VENDOR/PAYEE FORM**



Change of Address

Additional Address

Attachment D

The State of Oklahoma requires the following information for all new vendors (payees) before any payments can be made. This information is used to establish you in the State's vendor file. Complete all that applies.

AGENCY SECTION

Agency Name _____ # _____
 Contact Name _____ Phone # _____ Fax # _____

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:

Add: **Remove:**

1 - Rents 2 - Royalties 3 - Prizes & Awards 6 - Medical & Health Care
 7 - Non-Employee Compensation 14 - Gross Proceeds to an Attorney

If vendor has a PeopleSoft Vendor #, add it here. _____

VENDOR/PAYEE SECTION (Complete and fax to State Agency)

Company Name (or Individual, or Government Entity)	Phone #	Fax #
Name on IRS Record (if different from above)	Phone #	Fax #

VENDOR/PAYEE TIN/SSN # _____

Business Address:

(PO Box or Street, City, State, **9-Digit Zip Required**) _____ E-Mail Address _____

Optional Addresses – check as appropriate:

If different, Pricing Ordering Invoicing Remitting Returning _____

_____ Phone # _____ Fax # _____

(PO Box or Street, City, State, **9-Digit Zip Required**) _____ E-Mail Address _____

Contact Name & Title: _____

If different, Pricing Ordering Invoicing Remitting Returning _____

_____ Phone # _____ Fax # _____

(PO Box or Street, City, State, **9-Digit Zip Required**) _____ E-Mail Address _____

Contact Name & Title: _____

Customer Service Information, if different: _____

_____ Phone # _____ Fax # _____ E-Mail Address _____

Vendors/Payees DO NOT fax to numbers below. The form must be returned to the state agency requesting this information.

State Agency, fax vendor completed and signed form to: For Registered Vendors - - DCS, Attention Rhydonia Sloan, at 405-521-4475.
 Non-Registered Vendors - - OSF, Attention Vendor Maintenance 405-521-3383 or 405-522-0392

OSF/DCS USE ONLY	Date Posted:	By:
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HPP Contact Information Sheet

(IN ORDER TO BE ELIGIBLE FOR FUNDING, YOU MUST SUPPLY CONTACT INFORMATION FOR SOMEONE UNDER EACH OF THESE DEPARTMENTS WITHIN YOUR FACILITY THAT CAN BE CONTACTED REGARDING THIS FUNDING REQUEST AT ANY TIME).

THESE CONTACTS MUST STAY CURRENT.

FACILITY LEGAL NAME:

FACILITY ADDRESS:

MAILING ADDRESS:

PERSON COMPLETING RFGP:

1 FACILITY SERVICES/PREPAREDNESS/SAFETY OFFICER CONTACT:

CONTACT PERSON'S NAME:

PHONE NUMBER:

EMAIL:

2 FISCAL/FINANCIAL CONTACT:

CONTACT PERSON'S NAME:

PHONE NUMBER:

EMAIL:

#3 CLINICAL/PATIENT CARE CONTACT:

CONTACT PERSON'S NAME:

PHONE NUMBER:

EMAIL:

TOP 5 HAZARDS AS IDENTIFIED BY HVA:

1.)

2.)

3.)

4.)

5.)

Signature of Acknowledgement

Applicant acknowledges, by receipt of this instrument, document or communication that any agreement entered into or executed by the parties is subject to the sole discretion of the Oklahoma State Department of Health.

I have read and agree to the terms and conditions outlined in this contract. I understand my responsibilities to maintain compliance and completion along with the aforementioned statement.

PRINT NAME

TITLE

SIGNATURE

DATE

FEI NUMBER

DUNS NUMBER

NATIONAL PROVIDER IDENTIFIER (NPI)

****Upon award, the RFGP documents, the Applicants' response, and the Purchase Order will become a contract between the Applicant and OSDH. ****

* 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.**

State of Oklahoma

County of _____

This instrument was acknowledged before me on (_____) by
(date)

(_____), as (_____)
(name of Representative) (title of Representative)

Of (_____) .
(Applicant Facility Name or Tribe)

(Personalized Seal)

Notary Public's Signature: _____

My Commission expires: _____