



Oklahoma State
Department of Health
Creating a State of Health

REQUEST FOR PROPOSAL

Legislative Liaison

Oklahoma State Athletic Commission

SPECIAL PROVISIONS

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

Assignment and Delegation:

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

Conflict of Interest:

The Bidder selected must not belong to, have contact with, or receive any compensation from any person who sanctions, arranges, or promotes any events that are regulated by the Oklahoma State Athletic Commission or otherwise, has a financial interest in an active licensee currently registered with the Oklahoma State Athletic Commission.

Contract Monitoring Plan:

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

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

Joe Miller, Director
Okla. State Athletic Commission
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
(405)271-9444 x 57993
joem@health.ok.gov

Equipment and Other Purchases:

It is understood that no items of equipment, property or other capital purchases shall be reimbursed under the provisions of this contract. 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 Bidder for financial statement purposes, or \$5000.

Event of Default:

In the event the Bidder 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 Bidder or may by written notice of default to the Bidder, cancel this contract. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Bidder 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. *Exception to standard cancellation clause of thirty (30) days notice.

Evidence of Insurability:

The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder must complete the OSDH Affidavit of Independent Contractor Status.

Failure to Comply Statement:

The Bidder shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Bidder 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 Bidder, without reliance on or direction by the OSDH.

Mandatory Requirements:

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

Oklahoma Taxpayer and Citizen Protection Act of 2007

By signing the solicitation, the Bidder 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 Bidder 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 contractors 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 contractor 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.

Other Certifications:

The Bidder 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.

Procurement Integrity:

The Bidder 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 Bidder or its employees.

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

- (a) not use or further disclose PHI except as permitted in the contract or as required by law, and in such case, disclose only the minimum necessary;
- (b) protect and safeguard from any oral and written disclosure all confidential information, regardless of the types of media on which it is stored, with which the Parties may come in contact;
- (c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the contract or as required by law;
- (d) ensure that all of its subcontractors, vendors, and agents to whom it provides PHI pursuant to the terms of the contract, shall agree to all of the same restrictions and conditions to which the Parties are bound. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;

- (e) Contractor must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to the OSDH Privacy Officer within 48 hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of contract. Contractor will mitigate any harmful effects from the breach of confidentiality, privacy or security as required by law. Any notice required to be issued under the HITECH Act shall be coordinated with OSDH.
- (f) The parties intend that each shall be responsible for its officers, employees, subcontractors and/or agents' intentional and negligent acts or omissions to act for all claims, liabilities, costs and damages arising out of or in any manner related to the disclosure of any PHI or to the breach by either Party of any obligation related to PHI;
- (g) safeguards PHI in accordance with the requirements of 45 CFR § 164.302-318;
- (h) Contractor agrees to provide access to PHI at the request of OSDH, or to an individual as directed by OSDH, in order to meet the requirements of 45 C.F.R. § 164.524 which provides patients with the right to access and copy their own protected information within 30 days;
- (i) make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526 within 30 days of request;
- (j) Contractor agrees to provide OSDH or an individual information to permit OSDH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528 within 30 days of request;
- (k) make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental officers and agencies, and OSDH for the purpose of determining compliance with 45 CFR §§ 164.500-534 within 30 days of request;
- (l) upon termination of the contract, return or destroy all PHI, if feasible, received from or created or received by each Party on behalf of the other Party which the Parties maintain in any form, and retain no copies of such information. If such return or destruction is not feasible, the Parties will extend the precautions of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (m) comply with all applicable laws and regulations related to privacy and security, specifically including, but not limited to, HIPAA.
- (n) Contractor 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) Contractor agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR §§160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 USC §§ 1320d – 1320d-8.
- (p) Contractor agrees to report potential known violations of 21 Okla. Stat. § 1953 to the OSDH Legal Division within 48 hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system.
- (q) Contractor shall, following the discovery of a breach of unsecured PHI as defined in the HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations, notify the OSDH of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the OSDH's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as

discovered by Contractor as of the first day on which such breach is known to Contractor or by exercising reasonable diligence, would have been known to Contractor. Contractor 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) Contractor shall report to the OSDH any use or disclosure of PHI which is not in compliance with the terms of this Contract of which it becomes aware. Contractor 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 Contractor of a use or disclosure of PHI by Contractor 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.

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

Tobacco Free Policy:

To the extent allowed by Oklahoma law, the Bidder providing services to the public on behalf of OSDH shall follow the OSDH tobacco-free policy in the performance of services for OSDH.

Questions:

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

SOLICITATION SPECIFICATIONS**Contract Period:**

The contract period will be Date of Award through June 30, 2013 with the option to renew for up to three (3) additional one-year contract periods (July 1 through June 30).

Contractor Relationship:

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

Purpose:

The OSDH seeks a Bidder to fulfill the role of a legislative liaison to address the needs of the Oklahoma State Athletic Commission with regards to the Oklahoma State Legislative system during the annual Legislative session.

Duties of the Contractor:

The Contractor will provide the following in the role of legislative liaison:

1. Present all matters of interest of the Oklahoma State Athletic Commission to the Oklahoma State Legislature to include but not limited to House and Senate Bills that are initiated by the Commission or affect the Commission, bill tracking, and attendance at House and Senate committee meetings.
2. Conduct Commission presentations to House and Senate members as well as Native American Tribes located in Oklahoma for the purpose of producing compacts between the State and the Tribes for boxing and mixed martial arts.
3. Introduce Oklahoma House and Senate members to the Commission.
4. Educate the legislature on the Commission's responsibilities and the Commission's needs. In addition, the Contractor will train the Commission on the procedures of business at the State Capitol.
5. Attend combative sporting events in the State of Oklahoma that are regulated by the Oklahoma State Athletic Commission.
6. Provide weekly status updates (by phone, email or in person) to the Oklahoma State Athletic Commission Director. More frequent updates will be provided when issues warrant expedited action.
7. In accordance with item 17.1 of the general provisions of the RFP, the Bidder will submit invoices monthly in arrears of services provided.
8. Include a written summary of services performed during the billing month with each monthly invoice.

Duties of OSDH:

1. OSDH will evaluate and review information received from the liaison (on a daily basis) with regards to the interests of the Oklahoma State Athletic Commission Director.

2. OSDH will audit the monthly invoices submitted by the Contractor following the month of service for accuracy and completeness.

Minimum Qualifications:

The Bidder will provide documentation to substantiate a minimum of five (5) years of legislative system experience with the Oklahoma State Legislature. Examples would be but not limited to: samples of work completed on different legislative projects, certificates/letters verifying membership on legislative committees, etc.

Mandatory Qualifications:

1. Bidder must show how much experience and knowledge they have with regards to the Athletic Commission goals and objectives, State Legislative matters and the number of current/past clients they are serving by providing a resume and supporting documents describing their history of work with the Athletic Commission, the State Legislature, and current/past clients.
2. Bidder must expand on what relationships and contacts they have established with the State Legislature and Oklahoma Tribal Governments using a narrative format that includes a list of the projects and the contact persons they worked with. They also must include a description of any experience they have had with regards to the State Ethics Commission and their rules.
3. Bidder must document their knowledge of the Muhammad Ali Boxing Reform Act by describing the overall intent of the Act and the key components of the Act and how it has been applied with their past activities with clients. This must be laid out in narrative form within the solicitation submission.
4. Bidder must give a total of the legislative actions (amendments, bills, attachments to bills) they have attempted in each of the last two (2) sessions along with the number of successful bill passages and the number of actions defeated for each of the same two (2) legislative sessions.

INSTRUCTIONS TO BIDDER

1. In order to be considered for selection, Bidder must submit a complete response to this RFP. The RFP will be signed, dated and notarized.
2. Bidder will respond to each item showing how they meet or exceed the requirement. Organize the response in the same format as the RFP, using the same numbering sequence.
3. List the name, phone number and email address where the Bidder may be contacted for additional information.
4. Bidder must submit an original and four (4) copies of their complete Proposal. If they are mailing their proposals, Bidder need to allow sufficient time to ensure delivery by the date specified. Proposals that are not received on time will not be evaluated.
5. If Bidder intends to use sub-contractors in the performance of this contract, Bidder shall so state in their proposal and identify the sub-contractors to be used.

EVALUATION CRITERIA

1. Knowledge of Athletic Commission goals and objectives
2. Contacts and Relationship with State Legislature
3. Contacts and Relationships with Oklahoma Tribal Governments
4. Experience in the Oklahoma legislative system.

5. Experience in adhering to State Ethics Commission rules and policy.
6. Knowledge of Muhammad Ali Boxing Reform Act
7. Success rate getting legislation passed.
8. Number of current and past clients served.

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.