

SPECIAL PROVISIONS

Assignment and Delegation:

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

Contract Monitoring Plan:

As a Supplier 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 Supplier 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 Supplier's Contact Person and the OSDH Contract Monitor. The OSDH Contract Monitor for this contract is:

Dale Adkerson
Emergency Medical Systems Director
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
(405)271-4027
dalea@health.ok.gov

Event of Default:

In the event the Supplier fails to meet the terms and conditions of this contract or fails to provide services in accordance with the provisions of the contract, the State of Oklahoma at its sole discretion, may withhold payments claimed by the Supplier or may by written notice of default to the Supplier, cancel this contract. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Supplier shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma Department of Central Services, Central Purchasing Division.
*Exception to standard cancellation clause of thirty (30) days notice.

Failure to Comply Statement:

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

Invoicing:

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

1. name, address and FEI number of the Supplier,
2. invoice date,
3. period covered by invoice,
4. purchase order number,
5. any other data, reports, information or documentation required by other conditions of the contract,
6. detail of the services provided and be in accordance with the terms and conditions of this agreement,
7. for invoices involving payment for the Supplier's time, the invoice must be signed and contain the following statement: By my signature I attest that this invoice is an accurate and true representation of my time in relation to the services provided to the OSDH.

The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH
Emergency Medical Systems / Dale Adkerson, Director
OERSSIRF
1000 NE 10TH Street
Oklahoma City, Oklahoma 73117-1299

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

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

The Supplier assures that all costs billed will be supported by documentation that will include, but not limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization (See "Contractor Relationship" section of this Contract). The Supplier further assures that all billings will be based on actual costs incurred and paid.

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

Mandatory Requirements:

The OSDH has established certain mandatory requirements that must be included

in the RFP response. The use of the terms “shall”, “must” or “will” (except to indicate simple futurity) in this RFP indicate a mandatory requirement or condition, which by failure to meet or provide will be cause for the 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 Supplier 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 Supplier 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.

Procurement Integrity:

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

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

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

Tobacco Free Policy:

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

Unavailability of Funding:

In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, the OSDH may terminate or reduce the contract upon notice in writing to the Contractor by certified mail. The OSDH shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction shall be specified in the notice. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. In the event this contract is cancelled under this section, Contractor agrees to take all reasonable steps to minimize termination costs. 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. *This clause provides exception to the amendment clause and the cancellation clause of thirty (30) days notice.

Questions:

Any questions regarding this solicitation must be sent in writing to OSDH/Procurement and received by close of business April 26th, 2013. 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 or emailed to: susanw@health.ok.gov

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

SOLICITATION SPECIFICATIONS:

Contract Period

The contract period will be July 1, 2013 through June 30, 2014. There will be the option to renew for one (1) additional contract period (July 1 through June 30) for a no-cost extension of the contract. Renewals will be based on the needs of OSDH and the needs of the Supplier/Contractor.

Contractor Relationship

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

Purpose

The successful supplier will submit a grant proposal on application forms provided by the Department for grants for one or more of the following allowable purposes: funding assessment activities, stabilization and/or reorganization of at-risk emergency medical services, development of regional emergency medical services, training for emergency medical directors, access to training front line emergency medical services personnel and/or capital and equipment needs.

Duties of the Supplier

Supplier will:

1. Make the purchases and/or provide the services necessary to achieve the established benchmarks described in the RFP proposal.
2. Provide quarterly progress reports, due: 10/31/13, 1/31/14, 4/30/14, 7/31/14 and a final completion report summarizing the success of the project to OSDH within 3 months of completion on a form prescribed by OSDH. See Attachment A – Section 11.
3. Submit a completed invoice (**no more than**) one time per month on a form prescribed by OSDH. See Attachment E.

Duties of OSDH

OSDH will:

1. Conduct on-site inspections to evaluate and review information received on each project for the established benchmarks.
2. Review invoices submitted, to ensure the expenditure is tied to progress towards meeting a benchmark prior to approval of the invoice for payment.
3. Complete a final review and evaluation of each project within 6 months of the completion of the project.

Mandatory Qualifications

1. The Supplier must be any person or organization licensed, certified or approved by the Department as part of the EMS system, such as EMS personnel, certified emergency medical response agencies, licensed ambulance services, approved training institutions, approved emergency medical dispatch agencies, approved medical directors or any combination thereof, or their associations or sponsoring organizations, such as EMS districts, cities or counties that operate certified emergency response agencies or licensed ambulance services, or education systems operating EMS training institutions.
2. Suppliers must demonstrate that the proposed project is for a qualified purpose as defined in 63 OS § 1-2512.1.
3. Suppliers must possess all necessary and incidental legal rights and privileges necessary to the project commencement and operation.

INSTRUCTIONS TO SUPPLIERS

1. In order to be considered for selection, Suppliers must submit a complete response to this RFP in the format described in the instructions listed below. The RFP will be signed and dated.
2. Supplier will complete the OERSSIRF Application form per instructions included in Attachment A.
3. Suppliers will respond to each item showing how they meet or exceed the requirement.
4. List the name, phone number and email address where the Supplier may be contacted for additional information.
5. Suppliers must submit an original and nine (9) copies of their complete Proposal. If mailing proposals, Suppliers must allow sufficient time to ensure delivery by the date specified. Proposals that are not received on time will be deemed non-responsive.

6. If Suppliers intend to use sub-contractors in the performance of this contract, Suppliers shall so state in their proposal and identify the sub-contractors to be used.
7. Supplier may attend a pre-proposal conference for general instruction.
8. Proposal is to be submitted in the following format:
 - a. Single-sided pages.
 - b. All pages are to be 3-hole punched.
 - c. Single staple or binder clip in upper left-hand corner.
 - d. No notebooks, folders, and/or bound copies.
 - e. Each section tabbed with section number or section title.
9. Entities submitting more than one proposal shall assign a unique letter and title to each proposal (example: EMS Agency (Proposal A) Communications Project, EMS Agency (Proposal B) Centralized Dispatch Project, etc.)
10. Proposals must be submitted in the following order, with each Section **tabbed** with Section number or Section title according to the following order:
 - a. Section 1- Proposal Information
 - b. Section 2- General Approval Standards and Criteria
 - c. Section 3- Self Score
 - d. Section 4- Statutory Purpose
 - e. Section 5- Multiple Jurisdictions
 - f. Section 6- Populations Density
 - g. Section 7- Distance to Level I or II Trauma Center
 - h. Section 8- Number of EMT's
 - i. Section 9- Funding
 - j. Section 10- Matching Funds
 - k. Section 11- Benchmarks

EVALUATION CRITERIA

1. Project Description Requirements:
 - a) Comprehensive narrative description of project
 - b) Geographic area and relationships between participating organizations
 - c) Timeline with benchmarks for performance and assessments
 - d) Budget spreadsheet
2. General Approval Requirements:
 - a) Compliance with the law
 - b) Eligibility and qualified purpose
 - c) Need of the project and is it sufficient to service such a need

- d) Alternative source of revenue or lack of
- e) Economic viability, feasibility and cost effectiveness
- f) Relationship to Statewide EMS needs, public interest and welfare
- g) Limit of \$500,000 in OEERSSIF grant assistance in a 12-month period

Proposal Submission Checklist

1. ___ OERSSIRF Attachment A - Sections 1 through 11
2. ___ Form 070A Solicitation Deadline Page
3. ___ Form 076A Responding Supplier Information Page
4. ___ Form 004A Certificate for Competitive Bid and/or Contract Page
5. ___ Certificate of Insurance, including Workman's Compensation, automobile, medical malpractice and/or general liability.
6. ___ Emergency Medical Service credentials; such as license, certificate, etc.
7. ___ Comprehensive Narrative description of the project.
8. ___ Budget Spreadsheet
9. ___ Timeline with benchmarks for performance/assessments