

**New York State Department of Health
Office of Health Emergency Preparedness
REQUEST FOR APPLICATIONS FOR
STATE MEDICAL EMERGENCY RESPONSE TEAM (SMERT)
RFA #1007161051**

QUESTIONS AND ANSWERS

The responses to questions included herein are the official responses by the State to questions posted by potential bidders and are hereby incorporated into the RFA #1007161051 issued on September 23, 2010. In the event of any conflict between the RFA and these responses, the requirements or information contained in these responses will prevail.

GENERAL QUESTIONS:

Question 1:

How many awards are anticipated to be granted?

Answer 1: We anticipate that one award will be granted.

Question 2:

Dutchess County Department of Health is an Article 28 facility; our interpretation is that we are eligible to apply for the grant. Is this a correct assumption?

Answer 2: Applications will be accepted from not-for-profit Article 28 facilities in the State of New York demonstrating appropriate experience, licensing, certification, and expertise in managing a healthcare emergency response team. If you determine that your facility meets these requirements, then you are eligible to apply.

Question 3:

Who may apply uses the phrase “not-for-profit Article 28 Facilities in the State of New York”. Would this include Public Benefit Corporation Article 28 Facilities?

Answer 3: Yes.

Question 4:

The section that reads: "3.7 SMERT members will not receive salaries for their SMERT-related activities or responsibilities if activated for a declared emergency. SMERT members will not be released from their employment by the State of New York for deployment" gives me the impression that no volunteers which work for New York State are permitted. Since Stony Brook University Medical Center, Downstate Medical Center and Upstate Medical Center professionals are all state employees, does that mean we could not solicit them to be participants?

Answer 4: State employees are not prohibited from volunteering. Potential RFA applicants should be aware that the State of New York (and likely other employers) will not automatically release employees from their normal jobs to attend to a SMERT mission (for example, training, drill, activation, or deployment). Because SMERT members will need to secure employer supervisor approval for leave, or, in fact, may choose not to volunteer for a SMERT deployment for concerns regarding loss of pay, potential RFA applicants will need

to communicate a clear understanding of the implications of SMERT membership at the time of volunteer recruitment.

Question 5:

The State of New York agreement (part IV paragraph A) Indemnification section “ The contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT.” Is the contractor responsible for providing workman’s compensation, general liability and medical/ professional malpractice for medical and non medical volunteers?

Answer 5: The RFA does not require the contractor to do so. Note that recent amendments to New York State Executive Law §§ 20(2)(g) and 29-b(1) have granted immunity from liability to authorized volunteers performing emergency response duties as defined in a comprehensive emergency management plan (CEMP). The NYSDOH expects that SMERT volunteers activated and deployed under emergency conditions by the NYSDOH Commissioner will have immunity under the referenced Executive Law provisions.

Question 6:

Is there any compensation to the volunteer for lost wages during a deployment?

Answer 6: No. The New York State Department of Health will not compensate SMERT volunteers for lost wages under this RFA and resulting contract..

Question 7:

The activation and deployment of the SMERT will only be activated under the direction of the NYS DOH Commissioner as per the request of a local government entity?

Answer 7: The SMERT will be activated under the direction of the NYSDOH Commissioner or his designee regardless of the source of the original request (local, state, or federal).

Question 8:

In reference to the Mobile Health facility (MHF), will the contractor be responsible for storing, maintaining, and delivery of unit (inclusive of vehicle capable of trailing MHF unit)?

Answer 8: Should New York State budget for and procure a Mobile Health Facility, the NYSDOH will consult with the contractor and amend the contract accordingly to include language specific to this asset.

Question 9:

Scope of work uses the phrase “not for profit Article 28 to assist”. The term “to assist” is used in several places and does not readily divide responsibilities. When this phrase is used please define what responsibilities, funding and actions are required of the awardee vs. the NYS DOH.

Answer 9: The NYSDOH will oversee and coordinate initial actions and will work closely with the contractor who will be responsible for recruiting, training, and deploying the team. Valid costs associated with these contractor-managed actions will be subject to quarterly

voucher reimbursement from the NYSDOH. NYSDOH oversight of the volunteers is necessary to provide protection for SMERT volunteers under Public Officers Law § 17.

Question 10:

Will NYS DOH provide the facilities described including the mobile healthcare facility including all wrap around needs and utilities, food, sanitation, hazardous material handling, medical waste disposal, etc...?

Answer 10: Should New York State budget for and procure a Mobile Health Facility or any other facility, the NYSDOH will consult with the contractor and amend the contract accordingly to include language specific to this asset.

Question 11:

Is there a range of hours that NYS DOH anticipates for approved training programs?

Answer 11: Routine training programs could be applied over any 24 hours of the day. Total training hours for SMERT personnel should be managed around the recommendations as provided on page 11, Table 2 in the RFA.

Question 12:

Is there a range of hours that NYS DOH anticipates for “activities”?

Answer 12: Activities could be applied over any 24 hours of the day. There is no preconceived range of hours for SMERT activities.

Question 13:

Does “minimal” mean the 182 persons listed in table 10?

Answer 13: Yes. Table 10 includes the numbers of personnel that could respond to an event, as well as additional personnel who may be needed to provide multiple rotations of deployed personnel.

Question 14:

Is the expectation the team operates under the medical directors’ license and authority or under a different license and authority (i.e. Commissioner of Health)? Will the Medical Director be fully defended and indemnified by NYS DOH for indirect medical direction, direct medical direction and clinical care?

Answer 14: The SMERT team operates under the authority of its Medical Director, but note that any clinical volunteer must act pursuant to and within the scope of his or her applicable license. Recent amendments to New York State Executive Law §§ 20(2)(g) and 29-b(1) have granted immunity from liability to authorized volunteers performing emergency response duties as defined in a comprehensive emergency management plan (CEMP). Immunity from liability means that a New York court of law cannot assess damages against a person in the event of a lawsuit involving covered duties. The NYSDOH expects that SMERT volunteers activated and deployed under emergency conditions by the NYSDOH Commissioner will have immunity under the Executive Law provisions referenced above, and, as a result, indemnification under Public Officers Law § 17 will not be necessary. To the extent defense coverage is still required, Public Officers Law § 17 covers a volunteer expressly authorized to participate in a state-sponsored program.

Although the New York State Attorney General’s Office must make the final determination, it was the NYSDOH’s intent to structure the SMERT program to meet that criterion.

Question 15:

Does NYS DOH anticipate adding a “Communications” position?

Answer 15: This valuable component of incident management would be contributed by NYSDOH staff in direct communication with SMERT, incident command, and Contractor leadership.

Question 16:

Can the initial orientation be web-based? Does NYS DOH have any additional requirements for content or duration?

Answer 16: Orientation can be provided however the Contractor wishes as long as the specific course content as mentioned in the RFA is applied.

Question 17:

While a geographically diverse team roster is desirable, how does NYS DOH reconcile the need for rapid deployment with time delays associated with this requirement? Is the requirement for time to deploy the priority or geographic?

Answer 17: Both factors of geographic dispersion and time to respond are individual valuable SMERT components that need to be elaborated upon by potential RFA applicants in their proposed operational plan, but time to deploy would be of utmost priority.

Question 18:

Does NYS DOH have a screening tool in place to ensure that volunteers do not have any disabilities that may interfere with the mission of the team?

Answer 18: No. This will be the responsibility of the awardee.

Question 19:

Will the current Learning Management System be available to the contractor for documenting required training and education?

Answer 19: The LMS will be made available for on-line training. However, completion of in-person training must include sign-in sheets and certificates of completion (when appropriate).

Question 20:

Can you provide specifics for deployment possibilities? Will this be federally declared events, state declared events, other events?

Answer 20: SMERT deployment could be in response to any local, state, or federal disaster as determined necessary by the NYSDOH Commissioner.

Question 21:

What will be the interaction and expected relative roles of DMAT vs. SMERT?

Answer 21: SMERT teams could be activated and deployed for local or state disasters. DMAT teams may be requested should NYS exhaust its resources or should it be determined that the DMAT provides a better resource than what is currently available in NYS. It is possible that both teams could respond to the same incident and fall within the ICS command structure.

Question 22:

What professional groups does NYS DOH anticipate the contractor providing CME / CEU for? Who will be responsible for the associated costs?

Answer 22: CMEs and CEUs are allowable budget items for the application. Approved awardee costs associated with identifying and obtaining qualified instruction that provides CMEs or CEUs for SMERT members as needed, and should be submitted for quarterly voucher reimbursement to the NYSDOH, not to exceed the \$350,000 contract limit.

Question 23:

What is the maximum duration for the two exercises?

Answer 23: During the first year of this contract, the NYSDOH expects that the duration of any single exercise would last no more than two days. The duration of exercises in subsequent years may increase to three or four days.

Question 24:

Does NYS DOH anticipate a full 182 person team staged in 4 hours?

Answer 24: No. The initial four-hour staging would apply only to the first 38-person (maximum) rotation responding to the crisis or exercise, or in a subsequent exercise of a second 28-person rotation deployed to replace the first deployed team.

Question 25:

Will the staging location be a fixed location, or vary depending on the event?

Answer 25: The staging location will depend on the nature and location of individual crisis events.

Question 26:

When does the 4 hours start? Is it upon request for activation or upon request for the volunteers to actually respond?

Answer 26. The four hours will begin when the NYSDOH Health Commissioner requests the deployment of the SMERT. The clock will stop when the team commander notifies NYS that the team is assembled at the staging area.

Question 27:

Due to the nature of this particular RFA, can the contractor presume that review and reimbursement of logistical support activities will take into account the timeliness and urgent nature of the mission?

Answer 27: Yes. The reimbursement process for all approved costs associated with this first year contract (not to exceed the \$350,000 contract limit only for SMERT establishment and training) will follow the procedures established in Appendix C of the executed contract.

Question 28:

Does NYS DOH anticipate the staffing and schedule rotation to follow a normal 40 hour work week, or will modified work rules be anticipated?

Answer 28: Upon activation and deployment in future years, job duties will be anticipated to be needed on a 24 hr/ day basis. Personnel mobilizations may need to take rotation plans into consideration.

Question 29:

Will reimbursement of expenses for all events be provided or guaranteed to be provided by NYS DOH if not reimbursable from another source?

Answer 29: The Contractor needs to identify and fully justify all anticipated and immediate needs related only to the establishment and training of the SMERT for NYSDOH review and approval which will then be subject to the quarterly voucher reimbursement process. Requests for reimbursement for SMERT activities outside the scope of this RFA (SMERT establishment and training) will not be approved.

Question 30:

It states NYSDOH and SEMO will work with contractor to understand reimbursement but what if a deployment is not eligible for reimbursement or is denied reimbursement under Stafford will NYS DOH reimburse the contractor for incurred expenses?

Answer 30: The contract resulting from this RFA will not support costs associated with an actual SMERT deployment. All requests for reimbursement will be reviewed on a case-by-case basis. Requests for reimbursement for SMERT activities outside the scope of this RFA will not be approved.

Question 31:

Can the contractor anticipate a demobilization that mirrors the mobilization, or a demobilization that releases various parts of the team over the course of time?

Answer 31: The nature of SMERT demobilization will depend on the unique conditions of the emergency.

Question 32:

What criteria will be utilized in determining if the defense and indemnification under NYS Public Officers Law § 17 will be granted?

Answer 32: Recent amendments to New York State Executive Law §§ 20(2)(g) and 29-b(1) have granted immunity from liability to authorized volunteers performing emergency response duties as defined in a comprehensive emergency management plan (CEMP). Immunity from liability means that a New York court of law cannot assess damages against a person in the event of a lawsuit involving covered duties. The NYSDOH expects that SMERT volunteers activated and deployed under emergency conditions by the NYSDOH Commissioner will have immunity under the Executive Law provisions referenced above, and, as a result, indemnification under Public Officers Law § 17 will not be necessary. To the extent defense coverage is still required, Public Officers Law § 17 covers a volunteer expressly authorized to participate in a state-sponsored program. Although the New York

State Attorney General's Office must make the final determination, it was the NYSDOH's intent to structure the SMERT program to meet that criterion.

Question 33:

Will this determination be made prior to mobilization?

Answer 33: See answer to Question 32 above.

Question 34:

While there is talk about individual responders, will NYS DOH be providing defense and indemnification for the contractor, its employees and the defined management and oversight staff provided for planning and deployment by the contractor?

Answer 34: No. The contract resulting from this RFA will not provide financial support for costs associated with an actual deployment.

Question 35:

What equipment and supplies does NYS DOH anticipate the vendor maintaining?

Answer 35: The NYSDOH anticipates that approved equipment and supplies purchased only for SMERT recruitment, training or deployment-exercise related activities during the first year of the contract shall be maintained by the Contractor.

Question 36:

Does NYS DOH anticipate the contractor purchasing equipment and supplies for this team?

Answer 36: Only for SMERT establishment and training during year one. Purchasing supplies and equipment needed for activation or deployment purposes may become a supportable activity in future years of the contract.

Question 37:

Does NYS DOH anticipate the vendor maintaining NYSDOH supplies and equipment at their site?

Answer 37: See response to questions 35 and 36.

Question 38:

Does the NYSDOH expect the contractor to provide equipment and supplies for training exercises?

Answer 38: Yes, and the fully justified and approved costs for these training items will be subject to quarterly voucher reimbursement, not to exceed the \$350,000 contract limit.

Question 39:

Is the expectation that the vendor will purchase all necessary supplies, and pharmaceuticals for the team or will this be provided by NYS DOH? The cost of such pharmaceuticals and supplies could far exceed the grant amount (although many items may be an initial capital outlay).

Answer 39: The purpose of this RFA is to "assist the department in building and implementing a state operational plan" (see Page 1 of the RFA under Purpose). Costs associated with an actual SMERT deployment would not be covered under this contract.

Question 40:

Is the expectation that the vendor will purchase all necessary equipment including patient care equipment or will this be provided by NYS DOH? The cost of such equipment could far exceed the grant amount (although many items may be an initial capitol outlay).

Answer 40: This expense fall outside the scope of the first year of the RFA. The purpose of this RFA is to “assist the department in building and implementing a state operational plan” (see Page 1 of the RFA under Purpose). Costs associated with an actual SMERT deployment would not be covered under this contract.

Question 41:

Are subcontracts allowable? What is the required documentation in response to the RFA?

Answer 41: No. For the purposes of this specific contract and the development of the SMERT, the NYSDOH does not anticipate supporting a subcontract process. The department intends to fund a qualifying facility that is prepared to respond to the needs of this RFA with autonomous assets.

Question 42:

Are partnerships allowed and what are the required documentations in response to the RFA?

Answer 42:

No. For the purposes of this specific contract and the development of the SMERT, the NYSDOH does not anticipate supporting a partnership process. The purpose of this RFA is to “assist the department in building and implementing a state operational plan” (see Page 1 of the RFA under Purpose). Costs associated with an actual SMERT deployment would not be covered under this contract.

Question 43:

Page 18 - 2.5. “The contractor shall provide a method for awarding Continuing Medical Education (CME)/ Continuing Education Units (CEU) credits for training.” Does this refer to the awarding of CME/CEU credits without authorization or sponsorship from the International Association for Continuing Education and Training, or authorization from professional associations or is the contractor responsible for obtaining this sponsorship/authorization?

Answer 43: The Contractor is responsible for obtaining sponsorship/authorization.

Question 44:

The RFA refers to various types of deployments – declared events and non-Stafford Act declared events. Are the direct costs for either or both of these types of deployments charged against the annual contract funding or are deployments costs separate and above the annual contracted funding amount?

Answer 44: During the first year of the contract, direct costs associated only with recruitment, training, or deployment-related exercises of SMERT members are subject to quarterly voucher reimbursement, not to exceed \$350,000. Direct costs for SMERT-related activities outside the scope of this RFA will not be considered during the first year via the quarterly voucher reimbursement process. Potential reimbursement for costs associated with various types of SMERT deployment in future years will depend on a number of circumstances related to the nature of the emergency declaration.

Question 45:

Should the SMERT be deployed, the contractor shall assist the NYSDOH Volunteer Coordinator in completing a Homeland Security Exercise and Evaluation Program (HSEEP) compliant After Action Report (AAR) within 90 days of demobilization. The contractor will collaborate with the NYSDOH in developing an Improvement Plan (IP) based on the findings of the AAR.” Is the referenced AAR and IP related specifically to the SMERT deployment and activities or is it related to the entire incident?

Answer 45: For purposes of this RFA, if the SMERT is mobilized or deployed in future years, the Contractor will be responsible only for events specifically related to SMERT participation.

Question 46:

Are state facilities in the running to be considered for this program? I have heard both yes and no.

Answer 46: Any not-for-profit Article 28 facility is eligible to apply.

Question 47:

On page 20 of the RFA, it states under deliverable 3.7 that SMERT members will not be released from their employment by the State of New York for deployment. Does this mean that state agencies can not apply, or staff that works at state agencies have to used accrued time for compensation when deployed?

Answer 47: See Question 4. Employees of the State of New York will need to receive supervisory approval for use of accrued leave time to participate in SMERT-related activities. The contractor will need to ensure that potential volunteers consult with their respective employer’s human resources policies regarding tardiness or absences related to responding to emergencies.

Question 48:

Other than the 25% that can be fronted by NYS, is the contractor responsible for all expenses (training, travel, salary etc.) prior to compensation from the grant (vouchering)?

Answer 48: Yes.

Question 49:

Is the Project Coordinator the only paid position and the only position that is hired by the contractor?

Answer 49: Yes.

Question 50:

Does this award if granted, have any affect on the Hospital preparedness grant that we have already?

Answer 50: No.

Question 51

Pages 30-35 of the RFA document Application Content. This differs from Attachment 5 of the RFA entitled Application Form. What format should be used? If pages 3-35 is the required format, then should attachment 5 also be included?

Answer 51

Applications should be structured to align with the guidance and assigned point values provided on pages 30-34 of the RFA. Attachment 5 is provided only as a guide.

Question 52

Page 13, Table 3 of the RFA states that the role of the DOH is to cover costs of travel, food, and lodging during deployment and the contractor only assists DOH to make logistic arrangements. However, page 19, paragraph 2 of the RFA states that the contractor shall be responsible for responsible for arranging travel, lodging, and other logistics required for team's deployment and reimbursement will be arranged through the contract process. Please clarify roles and responsibilities related to planning logistics and covering the subsequent costs.

Answer 52

Costs incurred by the contractor during the first year of the contract only in response to team recruitment, training, and deployment-related exercises should be submitted for reimbursement through the quarterly voucher process. Logistical arrangements associated with these approved activities (costs associated with travel, lodging, meals, etc.) should be coordinated by NYSDOH in concert with the contractor (location, duration, etc.) to ensure that rates charged are appropriate and reimbursable. During the first year of the contract, approvable direct costs will be associated only with the establishment and training of the SMERT. Costs and activities associated with SMERT activation or deployment should be deferred to future years of the contract.

Question 53

If contractor is responsible for costs from Project Budget, what if costs for a specific deployment exceed budgeted costs?

Answer 53

For the first year of the contract, all anticipated costs for planned events such as team development, training or on-site exercises should be fully budgeted and justified within the total cost. Any other costs associated with SMERT response to a disaster during the first year of this contract are deemed to be outside the scope of the RFA.

Question 54

Also, is there a mechanism in place if a deployment is necessary after all funds are depleted due to previous deployments within the same fiscal year?

Answer 54

If the NYSDOH determines that the SMERT may need to be activated and deployed multiple times during a given year in response to multiple events, the NYSDOH will consult with the contractor and other partners to determine how available resources will be employed, but these costs are deemed to be outside the scope of the first year activities supported by the RFA.

Question 55

Page 15, Deliverable 1: Recruitment and Management, 1.1 of the RFA states that the contractor will work with NYSDOH to fill one full-time management position as a project coordinator. Can any other support positions be included in the project budget? i.e. assistant project coordinator, administrative assistant

Answer 55

At this time, the first year of the contract supports only one full-time position as described in the RFA. The department may revisit this issue in future years of this contract.

Question 56

Page 20 3.7 of RFA states that SMERT members will not receive salaries for their SMERT related activities or responsibilities if activated for a declared emergency and that SMERT members will not be released from their employment by the State of New York for deployment. Does this mean that NYS employees cannot be members of SMERT? Or does it mean that if a NYS employee is a member of SMERT they will be paid by NYS for their role in deployment? Can any employer pay for time of SMERT volunteer who is deployed if the said employer wants to?

Answer 56

See response to Question 4.

Question 57

Page 20, 3.8 of RFA states that the contractor will describe their inventory security, pharmacy formulary control, and inventory supply plan. Is the contractor responsible for purchase of all medical supplies and equipment needed during a deployment?

Answer 57

The contractor should budget for the purchase of these materials during future years of the contract, not during the first year. The first year should focus on establishing and training the SMERT. If available materials are purchased and depleted during future SMERT deployments, the NYSDOH stockpile may be available to supplement needed supplies, and the NYSDOH may, in certain circumstances and with a variety of resources, be able to reimburse the contractor for purchases to replace depleted materials used during a response to one or more declared emergencies, but these activities are not supported during the first year of this RFA.

Question 58

Is contractor responsible for cost of transport of supplies/equipment during a deployment?

Answer 58

This activity is outside the scope of the first year of this RFA.

Question 59

Does DOH have a mechanism in place if all budgeted supplies are depleted?

Answer 59

See response to Questions 57 and 58.

Question 60

The indirect cost is listed at 10% (page 33, section V.8.) - is that in addition to the anticipated award of \$350,000 yearly or is that to be included with the total of \$350,000?

Answer 60

Indirect costs should be included within the \$350,000 maximum award.