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Department of Health**

Office of Health Emergency Preparedness

Request for Applications (RFA)

State Medical Emergency Response Team (SMERT)

KEY DATES

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DOH Contact Name & Address:

Jeanne Behr MSED
New York State Department of Health
Office of Health Emergency Preparedness
Riverview Center, Suite 354
150 Broadway
Menands, New York 12204

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Introduction

Purpose

The New York State Department of Health (NYSDOH), Office of Health Emergency Preparedness (OHEP) is soliciting applications for an organization to assist the department in building and implementing a state operational plan for recruiting, managing, training, exercising, activating and deploying a State Medical Emergency Response Team (SMERT). The selected contractor will integrate its existing expertise managing medical response teams consistent with the Incident Command System (ICS) concepts of the National Incident Management System (NIMS).

Background

In the days following the collapse of the World Trade Centers and the landfall of Hurricanes Katrina and Rita, licensed healthcare practitioners from across the Nation volunteered their services to care for the injured. As volunteers arrived, responders were quickly overwhelmed by the task of verifying identification, credentials and training. The lack of a volunteer management system delayed the effective use of volunteers.

In the months following these disasters, it became apparent to the NYSDOH that to effectively mobilize healthcare volunteers, they needed to be trained and prepared by local or state health emergency preparedness programs. NYSDOH developed the New York State Department of Health Volunteer Management Program, known as ServNY, to enable the effective and efficient integration of volunteers during medical and public health emergency responses. ServNY organizes the complex activities necessary for effective volunteer management consistent with New York State (NYS) incident management plans and federal requirements.

New York State is a home rule state and as such delegates power from the state to the municipal governments. In this context, all decisions regarding emergency response to catastrophic medical emergencies begin with the local government. In the initial stages of a disaster, each local health department (LHD) or healthcare facility initiates internal actions and then relies progressively on regional, state or federal assets as needed. In a response to an emergency, NYSDOH can be the lead agency or significant contributor. NYSDOH engages healthcare facilities, healthcare provider associations and LHDs for an integrated response. This has resulted in strong relationships and mutual trust between partners.

Responses to large-scale disasters have reinforced the significant advantages of using pre-established and trained disaster response teams in lieu of spontaneous individual responders. NYSDOH will create SMERTs and adopt a hierarchical strategy for the deployment of volunteer resources with SMERTs as the preferred resource. The structure of pre-established rapid response teams allows for clarity of mission roles and responsibilities, and provides efficiency in mobilizing, deploying and demobilizing.

Upon activation by the NYSDOH Commissioner or his/her designee, SMERTs may rapidly deploy to disaster(s) to provide, at a minimum, the following services:

- Personnel to supplement the staffing of an established traditional healthcare setting (hospital, long term care facility).
- Personnel to supplement the staffing of an established non-traditional healthcare or public health setting (functional medical shelter, triage center, community-based care center, point of dispensing).
- Personnel to establish a non-traditional healthcare or public health operations (functional medical shelter, triage center, community-based care center, point of dispensing).
- Personnel to establish and staff a mobile healthcare facility.

II. Who May Apply

Eligible applicants shall include 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. Article 28 facilities refer to "hospitals" which are established, operated, and regulated under Public Health Law Article 28 and its implementing regulations. The term "hospital" is defined broadly and includes acute care or general hospitals, hospital systems, nursing homes, diagnostic and treatment centers, and free-standing ambulatory surgery centers, agencies, facilities, or institutions. Applicants are required to demonstrate each of the following:

1. The ability to deploy a dedicated team that will not have conflicting obligations during an incident.
2. Experience in disaster medicine and disaster management, including effective training management.
3. Financial and administrative infrastructure in place to manage a volunteer medical emergency response team.
4. Administrative support for the program, including but not limited to recordkeeping and financial management for program development and during activation and deployment.

Preference will be given to applicants that demonstrate the following:

- Experience managing an emergency response team that has deployed in response to an emergency.

Applications from for-profit organizations or non-Article 28 facilities will not be considered.

III. Project Narrative/ Work Plan Outcomes

Scope of Work

NYSDOH will contract with a not-for-profit Article 28 facility to assist with the recruitment,

training and management of SMERT members. Up to \$350,000 will be made available for Year 1 funding to support approved activities developed in response to this RFA. Although this contract will be established as a five-year contract, the initial contract award will be for a one year (12 month) period, with future funding contingent on available state funding.

Under the direction of the NYSDOH, during the first contract year, the contractor will:

- Facilitate the recruitment of team members, as needed, from across NYS, using criteria already developed by NYSDOH (see ServNY resources at <https://commerce.health.state.ny.us/hcsportal/appmanager/hcs/home>).
- Assist with the appointment of team members using criteria developed by NYSDOH (ServNY).
- Assist with the appointment of qualified volunteers to leadership and support roles using criteria developed by NYSDOH (ServNY).
- Conduct training of SMERT members using training programs developed and approved by NYSDOH under the direction and oversight of NYSDOH.
- Participate in NYS SMERT activities as required by NYSDOH.
- Facilitate activation and deployment of SMERTs under the direction and oversight of NYSDOH.

The contractor should anticipate the following activities, under the direction and oversight of NYSDOH, in subsequent contract years:

- Maintain minimal number of SMERT members,
- Identify and provide additional training requirements,
- Complete state and SMERT drills and exercises, and
- Deploy as necessary.

New York State may purchase, at some future time, a Mobile Healthcare Facility (MHF). The MHF will be designed to provide the communities of New York State with a continuity of urgent medical care capabilities in response to a disaster. The MHF may be deployed for:

- **Damaged Infrastructure**
Should local healthcare facilities become incapacitated because of damage, the MHF could be rapidly deployed to a site near the hospital to continue patient care services until critical infrastructure are repaired.
- **Special Event Medical Coverage and National Strategic Special Events**
The mobile facility could be deployed when mass gatherings could potentially create a medical surge for the community health care system or to support high-profile mass gathering events where dignitaries or government officials are in attendance.

Coordination for this potential purchase and associated training will occur between the facility vendor, NYSDOH, and the contractor. Ongoing mobile facility training will be the responsibility of the contractor under the direction and oversight of the NYSDOH.

New York State does not expect to complete the purchase of an MHF within contract year one. Related deliverables may be added in subsequent contract years.

The minimum requirements for the first contract year shall be met through the completion of the following objectives and deliverables:

Project Objectives:

Objective 1: Recruitment and Management

The SMERT is a group of individuals who have been selected to participate as part of NYSDOH's volunteer management system for the purposes of deployment as a rapid response team by NYSDOH to situations that require medical staff. The SMERT shall be comprised of highly skilled healthcare and non-healthcare personnel specifically trained in disaster response and ready to deploy as a team in a very short time. NYSDOH may deploy subsets of a SMERT as Strike Teams when NYSDOH does not require the full complement of skills of the SMERT to meet the needs of an emergency. All team members will be required to register with ServNY.

The SMERT shall be organized into three components: Leadership Staff, Clinical Staff, and Management Support Staff. Each component will include a NYSDOH staff person to be appointed by the OHEP Director. The contractor shall recruit dedicated and preassigned volunteers to the Leadership and Support Staff positions of the SMERT.

The *Leadership Staff* shall be responsible for patient and team safety through coordination of team training and team activity within the incident command structure during deployment. The Leadership Staff positions are as follows:

- **Team Leader:** The person appointed for this position will possess: two years of supervisory command and control experience; have successful and productive management responsibilities over professional, medical, and other healthcare and non-healthcare personnel in high-pressure, and high-visibility operations; be trained in disaster response; and have operational, administrative, and logistical experience in Incident Command System driven events. This position will be responsible for all SMERT operations. Upon team activation and deployment, the team leader will report to the incident commander consistent with NIMS principles. The team leader will also facilitate communication of accountable activities to NYSDOH in response to contractual obligations.
- **Deputy Team Leader:** The person appointed to this position is required to have the same background as the Team Leader, but only needs one or more years of such

experience. This position will direct and oversee the functions and responsibilities of the management support staff. Upon team activation and deployment, the deputy team leader will report directly to the team leader.

- **Medical Director (with disaster medical experience):** The person appointed to fill this position will possess a valid NYS medical license, be board certified in a recognized medical specialty, and possess medical team management skills, with evidence of at least two years of supervisory experience with healthcare personnel, including physicians, nurses, pharmacists, physician assistants, mental health professionals, and medical support personnel in an acute trauma care or disaster medical care setting. Upon team activation and deployment, the Medical Leader will report directly to the Team Leader and have medical advisory responsibilities for the Incident Commander when requested.
- **NYSDOH Representative:** This NYSDOH employee shall be appointed by the OHEP Director to facilitate communication and report issues as necessary between the SMERT and the NYSDOH. These services will be provided at no cost to the contractor.

The *Clinical Staff* is comprised of those pre-identified volunteer healthcare professionals who will participate in the provision of patient care. A second NYSDOH staff representative will be appointed to this Clinical Staff by the OHEP Director at no additional cost to the contractor. In addition to the NYSDOH clinical staff representative, the Clinical Staff positions may include, but are not limited to:

- Physician(s)
- Pharmacist(s)
- Pharmacist Assistant
- Nurse Supervisor(s)
- Registered Nurse(s)
- Physician's Assistant or Nurse Practitioner
- Respiratory Therapist(s)
- Paramedics
- Nurse/Paramedic/EMT(s)
- Mental Health Specialist(s)
- Social Worker(s)
- * Positions at large

The ***Management Support Staff*** provides support and liaison functions for the team by assisting in the identification and allocation of resources to support team deployment. Management support staff may be deployed in advance of the healthcare staff to meet logistical needs (e.g., team reception, identification procedures, housing arrangements, etc.) for the incoming SMERT members. A third NYSDOH staff representative will be appointed to this Management Support Staff by the OHEP Director at no cost to the contractor. Other potential Management Support Staff positions may include but are not limited to:

- Administrative/Finance Chief
- Administrative Assistant
- Safety / Infection Control Officer
- Logistics Chief
- Equipment Specialist
- Planning Chief
- Liaison Chief
- * Positions at large

*Additional team members, or positions at large, may include, but are not limited to:

- Psychiatrists
- Psychologists
- Licensed Practical Nurses
- Nursing Assistants
- Dieticians
- Chaplains/Clergy
- Supply Managers
- Housekeepers
- Security

The contractor shall recruit sufficient numbers of SMERT members to guarantee that all team positions requested for an emergency response are filled at the time of the emergency to include, if necessary, members who can provide relief on a staff rotation basis. Table 1 illustrates the standard size and configuration of the deployable SMERT Incident Response Team vs. the minimal contractor recruitment goals for full State Medical Emergency Response Team membership (allows for sufficient staff to rotate during a prolonged deployment or to multiple sites, as necessary).

Table 1. SMERT DEPLOYMENT AND RECRUITMENT GOALS

SMERT Team Component	Position Name	Deployable State Medical Emergency Response Team	Minimum # of person(s) to <u>recruit</u> for SMERT membership
Leadership Team	Medical Director	1	1
	Team Leader	1	3
	Deputy Team Leader	1	3
Management Support Team	Safety/Infection Control Officer	1	5
	Administrative/Finance Chief	1	5
	Logistics Chief	1	5
	Equipment Specialist	1	5
	Planning Chief	1	5
	Liaison Chief	1	5
	Positions at Large	2	10
Medical Staff	Physician	3	15
	Pharmacist	1	5
	Pharmacist Assistant	1	5
	Nurse Supervisor	1	5
	RNs	4	20
	Physician Assistant and/or Nurse Practitioner	2	10
	Respiratory Therapist	1	5
	Paramedics	4	20
	Nurse/Paramedics/EMT	4	20
	Mental Health Specialist	1	5
	Social Worker	1	5

	Positions at large (ex. Dietician, Discharge Planner)	4	20
TOTAL		38	182

Under the direction and oversight of the NYSDOH, the contractor shall be prepared to deploy a complete Response Team tailored to the specific needs of the emergency. The Response Team will be a subset of the ServNY volunteer management system database and may be a subset of the SMERT volunteer membership. The NYSDOH and ServNY have identified the priority professions and positions for SMERT Incident Response Team membership recruitment and assignment as provided on page 10. The proposed size, staff composition and staff rotation for a potential complete SMERT Incident Response Team will depend on the nature and scope of the incident and may require a unique configuration for each emergency situation. The NYSDOH ServNY volunteer coordinator will be a valuable resource and liaison from NYSDOH for the contractor. The ServNY volunteer coordinator reports to the deputy director of the Office of Health Emergency Preparedness. The position is responsible for the coordination and integration of local and state healthcare volunteer programs.

For example, the emergency response to the 2006 Buffalo snowstorm required only registered nurses and discharge planners. The NYSDOH volunteer coordinator and the SMERT team leader shall determine if only a subset of the complete SMERT is needed as a strike team at the time of request for activation.

Objective 2: Training and Exercising

NYSDOH will require SMERT members to complete training requirements based on the SMERT component they have been assigned to. NYSDOH will establish additional training requirements and opportunities, in consultation with subject matter experts as deemed critical, feasible, practical, and affordable. NYSDOH will invite individual volunteers and SMERT members to participate in state and regional training and exercises, which may be web-based, or hosted by a specific hospital, Regional Resource Center, or local or state agency. The contractor shall budget for appropriate expenses, and ensure that SMERT members achieve and maintain a state of readiness through appropriate training and exercising, to include but not limited to:

Table 2. SMERT Training

TRAINING COURSES	MEDICAL STAFF	* MANAGEMENT SUPPORT STAFF	* LEADERSHIP STAFF
Orientation	X	X	X
ICS 100	X	X	X
ICS 200			X
ICS 300			X

TRAINING COURSES	MEDICAL STAFF	* MANAGEMENT SUPPORT STAFF	* LEADERSHIP STAFF
ICS 400			X
IS 700	X	X	X
IS 701			X
IS 800/800B			X
OSHA 1910.120	X	X	X
POD Management		X*	X*
Shelter Management		X*	X*
Infection Control	X		
CPR	X		
Family Preparedness & Disaster Planning*	X	X	X
Psychological First Aid*	X	X	X
Equipment training	As required	As required	As required

* Training optional in year one.

Orientation

Orientation generally provides the opportunity to answer many questions and to manage the expectations of the team members, who may reside throughout New York State. The contractor will be asked to develop an orientation curriculum and method of delivery for individuals upon acceptance as SMERT members that include, but are not limited to, the following topics:

- Introduction to the SMERT
- SMERT membership requirements
- Guidance on completion and validation of minimal training
- Preparing SMERT family members for issues related to deployment
- What it means to be deployed

Curriculum

The contractor shall assist the NYSDOH with identifying a curriculum and method of delivery for disaster preparedness. There are multiple methodologies available for the content and delivery of these courses. Based on team management and deployment experience, the

contractor shall determine how best to provide this information. This decision shall be vetted through the ServNY Advisory Board as a component of the SMERT training plan.

In the event that the SMERT is deployed, the contractor will partner with NYSDOH to develop and conduct situational awareness pre-deployment just in time training at a SMERT staging area (location to be determined).

Objective 3: Activation and Deployment

If an emergency occurs within this contract period that necessitates the deployment of healthcare volunteers to meet the healthcare profession resource needs of an incident, NYSDOH will co-manage a plan with the contractor for activation and deployment of the team and assist in providing family care plan support for members who may need to leave families behind during their deployment. It is anticipated that the activation and deployment roles and responsibilities during contract year one will be as follows:

Table3. NYSDOH and SMERT Contractor Co-managed Activities

Anticipated Roles and Responsibilities during SMERT Activation and Deployment Contract Year 1	
NYSDOH	Contractor
<ul style="list-style-type: none"> • Receive and validate request for SMERT 	<ul style="list-style-type: none"> • Query for SMERT roster requirements
<ul style="list-style-type: none"> • Receive Executive NYSDOH approval for SMERT deployment 	<ul style="list-style-type: none"> • Send notifications and determine final incident response roster
<ul style="list-style-type: none"> • Open incident in the software application 	<ul style="list-style-type: none"> • Identify staging location
<ul style="list-style-type: none"> • Contact Team Leader 	<ul style="list-style-type: none"> • Check IDs
<ul style="list-style-type: none"> • Activate and deploy SMERTs and individual ServNY volunteers if needed 	<ul style="list-style-type: none"> • Develop staffing rotation and schedule during deployment
<ul style="list-style-type: none"> • Provide just-in-time training if needed, with assistance from the contractor 	<ul style="list-style-type: none"> • Assist NYSDOH with just-in-time training if needed
<ul style="list-style-type: none"> • Make logistic arrangements (travel, lodging, food), with assistance from the contractor 	<ul style="list-style-type: none"> • Assist NYSDOH to make logistic arrangements (travel, lodging, food)
<ul style="list-style-type: none"> • Cover costs of travel, food, and lodging during deployment 	<ul style="list-style-type: none"> • Assist NYSDOH in the management of SMERT and individual ServNY volunteers as

	directed by NYSDOH during deployment to include integration into the response, develop incident action plans and staffing rotations
<ul style="list-style-type: none"> Seek transportation and other logistical arrangements from State Emergency Management Office (SEMO) during extraordinary circumstances 	<ul style="list-style-type: none"> Track items for reimbursement
<ul style="list-style-type: none"> Write After Action Report (AAR) and develop Improvement Plan (IP) with assistance from the contractor 	<ul style="list-style-type: none"> Assist NYSDOH in writing After Action Report
<ul style="list-style-type: none"> Demobilize the team 	<ul style="list-style-type: none"> Assist NYSDOH with demobilizing the team
<ul style="list-style-type: none"> File for federal reimbursements 	<ul style="list-style-type: none"> Provide NYSDOH with information necessary to file for federal reimbursement

Objective 4: SMERT Operational Plan

NYSDOH will adopt a standardized format and content for all medical surge operational plans as components of the NYS Comprehensive Emergency Management Plan. Once the plan format has been finalized, NYSDOH will share the format with the contractor. See Deliverable 4.

Organizations funded as a result of this RFA will conduct both process and outcome evaluation. This will include reporting quarterly on the implementation of the recruitment, training and exercising of the SMERT membership. It will also include conducting program evaluation to measure the impact of these activities, leading toward improved response rates and comprehensive and appropriate team development for future potential deployments. Evaluation projects will aim to document policy, systems and environmental changes associated with contractor activities and demonstrate that these changes made an impact contributing to the achievement of the stated outcomes of this RFA.

Staff from funded organizations can anticipate consulting with NYSDOH evaluation specialists on the design and selection of evaluation methods and data collection instruments and participating in evaluation trainings provided by the Department.

Objective 5: Other

Software Application

ServNY has been developed and implemented to manage online volunteer registration, local volunteer programs, and to manage activation and deployment activities. The contractor will have user-defined access to the registry of SMERT volunteers allowing for credential validation, record maintenance and query during a disaster or public health emergency.

NYSDOH also invites ServNY-user feedback for system improvements and future software development.

Advisory Board

OHEP will establish a ServNY Advisory Board. This Board, composed of disaster and emergency preparedness subject matter experts, will be responsible for reviewing, evaluating, commenting on the draft work products from the contractor, and providing recommendations to the OHEP Director. Authority for final approval of SMERT work products will reside with the Director of the Office of Health Emergency Preparedness.

Progress Reporting

The NYSDOH volunteer coordinator will host a telephone conference with the contractor on a monthly basis to discuss progress on the deliverables.

Project Deliverables:

Deliverable 1: Recruitment and Management

1.1 The contractor will work with the NYSDOH to fill one full time management position (1 FTE) whose minimum responsibilities as project coordinator will include, but not be limited to:

- Completing coordination and communication with NYSDOH.
- Working in direct coordination with the SMERT team leadership staff.
- Completing administrative aspects of the SMERT management (staff recruitment, assignment, training, deployment, redeployment).
- Ensuring compliance with ServNY standards related to SMERTs.
- Developing and maintaining a team roster.

- Maintaining and tracking data in the ServNY software application.
- Maintaining and tracking personnel and training records.
- Submitting quarterly reports to the NYSDOH volunteer coordinator at the NYSDOH OHEP office in Menands, NY.
- Participating in NYS volunteer and leadership activities as defined by the NYSDOH Volunteer Coordinator.
- Managing administrative and budgetary issues related to team activations and deployments.
- See Attachment 6 for SMERT Coordinator Preferred Qualifications.

1.2 The contractor shall assist NYSDOH in developing and implementing a recruitment strategy to fill at least the minimal number of persons for SMERT membership to guarantee that a complete SMERT is available for deployment for an emergency response.

A) Since a disaster or emergency will have the greatest impact on those living within the immediate area, the SMERT roster should consist of health and other professionals who reside in a wide geographic region to minimize the impact on team staffing should a disaster affect a single region and increasing the chances of greater availability. The contractor is required to propose a recruitment plan to mitigate this risk by recruiting from a diverse geographic region, potentially including sources from throughout NYS.

B) The contractor may choose leadership staff from within their organization, from the disaster response community, or from the ServNY registry.

C) The contractor may choose management support staff from within their healthcare organization, from the disaster response community, or from the ServNY registry.

D) NYSDOH and the contractor should choose medical staff from the pool of registered ServNY healthcare volunteers at the time of request for activation.

1.3 The contractor shall assist NYSDOH in developing and documenting selection criteria and procedures for team membership and all team positions.

The ServNY Advisory Board and the NYSDOH volunteer coordinator shall approve the proposed selection criteria and process.

1.4 The contractor shall update the SMERT membership roster and provide a copy to the NYSDOH volunteer coordinator on a monthly basis.

During the performance of the membership selection process, the contractor must agree to comply with or exceed all applicable provisions of federal, state and local laws and regulations that prohibit discrimination. Specifically, the contractor warrants that it shall not discriminate against any team applicant because of age, race, color, religion, sex, disability, sexual orientation, or national origin.

1.5 The contractor shall provide job action sheets for the leadership and management staff positions identified in Table 1.

Deliverable 2: Training & Exercising

2.1 The contractor shall assist NYSDOH in the development of a training plan for the curriculum required during this agreement.

- The contractor shall document the plan and proposed schedule to provide all required training as a component of the application package. Higher Evaluation scores may be given for training plans exceeding the minimum training for this agreement.

2.2 Under the direction and oversight of the NYSDOH, and as approved by the Director of the Office of Health Emergency Preparedness, the contractor shall budget for and provide or purchase all training required of SMERT personnel for this agreement, to include appropriate web-based ICS training courses, facility or agency hosted courses and necessary travel or lodging associated with this training (see Table 2).

- The contractor may elect to provide training through their organization's training programs or may contract with a vendor for educational services. Training validation and appropriate certification must be documented.
- NYSDOH and the contractor shall develop just-in-time training materials to meet the training requirements for the medical staff.

2.3 The contractor shall develop a process to provide and record minimal and additional training that has been successfully completed by each individual team member. Then NYSDOH would also expect feedback from the contractor as to the suitability and acceptability of the tracking system for program enhancements and future software improvement.

2.4 The contractor shall develop and document a methodology for providing credit for prior or work-related training.

- Consideration may be given to the knowledge and competency that accompanies licensure in a healthcare profession and employment.

- The contractor shall develop a process to collect certificates of completion for all required training that was completed prior to acceptance as a SMERT member and all subsequent ICS and other required certificates earned during SMERT membership.
 - The contractor shall document methodology for providing credit for work-related training (i.e. infection control). The contractor may elect to train all team members on infection control measures as part of a future safety plan.
- 2.5 The contractor shall provide a method for awarding Continuing Medical Education (CME)/ Continuing Education Units (CEU) credits for training.
- 2.6 The contractor shall budget for and participate in state or local drills and exercises. Operational field training exercises shall not exceed two full scale exercises per year during this agreement.
- 2.7 The contractor shall provide the NYSDOH Volunteer Coordinator with a report on its readiness level on the first day of each calendar month. The report shall include, but not be limited to:
- The number of roster positions currently filled as compared to the goal.
 - The training progress for each member of the roster by position.
 - Progress on the SMERT Operational Plan (see Deliverable 5).

Deliverable 3: Activation and Deployment

By the end of Year 1, the contractor shall be able to assemble the SMERT at the team's staging location within 4 hours or less of notification by the NYSDOH Volunteer Coordinator.

- 3.1 The contractor shall, in collaboration with the NYSDOH Volunteer Coordinator, develop a SMERT activation procedure.

The procedures shall include the use of ServNY to process SEMO requests for activation and deployment of SMERTs.

Upon a request for activation and deployment of SMERT volunteers, the NYSDOH Volunteer Coordinator or designee will identify the State volunteers and SMERT members that best match the needs identified in the mission details, launch notification alerts in the Health Alert Network (HAN) to survey their availability. The volunteers will respond to the request for activation by submitting information in accordance with the instructions provided within the alert.

Once team members have been selected and assigned, the NYSDOH Volunteer Coordinator or designee will provide rosters of all incoming volunteers to the requesting party and NYSDOH staff to prepare for integrating the volunteers into the disaster response. Before volunteers receive individual assignments, their names must appear on the roster and they must present identification in accordance with Joint Commission's disaster privilege standards (see 3.2 below). No volunteer will be checked in for deployment without validation of appropriate identification by NYSDOH or its designee. NYSDOH and the SMERT leadership will develop and execute a specific deployment logistical plan. Once the SMERT has been established (based on the mission needs), the SMERT Team Leader will communicate the readiness status to the NYSDOH Volunteer Coordinator.

The contractor shall be responsible for arranging travel, lodging, and other logistics required for the team's deployment. Reimbursement will be arranged through the contract process. The NYSDOH Volunteer Coordinator will be a part of the logistics planning process.

Should extraordinary circumstances exist as a result of the disaster that unique transportation, lodging, or other logistical arrangements are required, the NYSDOH Volunteer Coordinator will be responsible for coordinating with SEMO or the local Office of Emergency Management (OEM) as appropriate and applicable to provide the required logistical arrangements.

- 3.2 The contractor shall document a process to ensure that each volunteer presents and maintains photo identification prior to and during deployment.

ServNY has adopted an identification requirement consistent with the Joint Commission disaster privileging standards. The Joint Commission requires a valid photo identification issued by a State or Federal agency (e.g., driver's license and passport) and at least one of the following: current picture hospital ID card, current license to practice, or Disaster Medical Assistant Team (DMAT) ID. Prior to responding to a disaster site, no volunteer should leave a staging location without validation of appropriate identification.

- 3.3 The contractor will develop and manage staffing and rotation schedules during a deployment. The contractor should be prepared to maintain up to 40 concurrently deployed individuals for up to ten consecutive days on a single deployment.
- 3.4 Up to 25% of the total contract funding can be made available as an advance payment, if required.
- 3.5 In the event of a deployment, the contractor shall be responsible for tracking total expenses incurred during the SMERT deployment.

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (referred to as the Stafford Act – 42 U.S.C. § 5721 et seq.) authorizes the President to issue “major disaster” or “emergency” declarations before or after catastrophes occur. Emergency declarations trigger aid that protects property, public health, and safety and lessens or averts the threat of an incident becoming a catastrophic event. A major disaster declaration, issued after catastrophes occur, constitutes broader authority for federal agencies to provide supplemental assistance to help state and local governments, families and individuals, and certain nonprofit organizations recover from the incident.

NYSDOH and SEMO will work with the contractor to better understand any contractor reimbursement issues surrounding disaster responses and provide a clear description of the tracking requirements.

Occasionally, the State may request all or part of the team to deploy for non-Stafford Act declared events, e.g. for a drill or community service event. In this situation, it may become necessary for the contractor to budget for and cover the initial costs and then be reimbursed through the contract process. Payment for expenses related to deployment for non-Stafford Act declared events, e.g. for a drill or community service events, shall be negotiated in advance.

- 3.6 The Incident Commander will establish procedures for demobilization of equipment and personnel. The SMERT Team Leader will work with the Incident Commander and NYSDOH to determine a demobilization plan for specific incidents. The Incident Commander and NYSDOH will demobilize deployed volunteer resources based on anticipated resource requirements and incident response needs. 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.

The HSEEP After Action Report template provides a standardized methodology and terminology for emergency response evaluation and improvement planning. The HSEEP is maintained by the Federal Emergency Management Agency’s National Preparedness Directorate, Department of Homeland Security. More information can be found at: <https://hseep.dhs.gov/>

- 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. Defense and indemnification may be provided by the State under Public Officers Law §17.
- 3.8 The contractor will describe their inventory security, pharmacy formulary control, and inventory resupply plan.

3.9 The contractor will describe its internal and external communication plans and platforms. In an austere environment associated with an emergency, communication assets and protocols are often the first systems to be jeopardized. Provide your plan to ensure that reliable and redundant communication systems will continue and that comprehensive and immediate informational flow will continue to all involved agencies and institutions. This should be compatible with existing emergency communication systems.

Deliverable 4: SMERT Operational Plan

4.1 The elements of the SMERT Operational Plan will include at a minimum:

- Planning Assumptions
- SMERT Recruitment Plan
- SMERT Selection Process for all Team Positions
- Job Action Sheets for all Leadership and Management Support Positions
- Training Plan, Curriculum, and Tracking System
- Orientation Plan
- Clinical Oversight/Protocols
- Activation Procedures
- ID Check Procedures
- Deployment and Redeployment Plans
- Cost Tracking for Reimbursement Procedures
- Any other Policies, Procedures, and Protocols Developed for the Recruitment, Management, Training, Activation, and Deployment of a SMERT.

4.2 The contractor will submit a SMERT Operational Plan documenting all deliverables in electronic and hard copy form at the end of the first contract year and subsequent years thereafter if applicable.

Deliverable 5: Other

5.1 The contractor is required to use the ServNY application for registration, credentialing, license verification, and deployment management as features become available, and provide guidance for future development needed to support SMERT functionality.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the New York State Department of Health (NYSDOH), Office of Health Emergency Preparedness (OHEP). The Department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

All substantive questions must be submitted in writing, no later than the date posted on the cover of this RFA to:

Ms. Judy Homer
NYSDOH Volunteer Coordinator
New York State Department of Health
Office of Health Emergency Preparedness
Hedley Building, Suite 1009
433 River Street
Troy, New York 12180

E-mail: jlh20@notes.health.state.ny.us

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until the date posted on the cover of this RFA.

Questions of a technical nature can be addressed in writing or via telephone by calling the NYSDOH Volunteer Coordinator (Ms. Judy Homer) at 518-408-5163. **Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.**

Prospective applicants should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application.

This RFA has been posted on the Department's public website at: <http://www.nyhealth.gov/funding/>. Questions and answers, as well as any updates and/or modifications, will also be posted on the Department's website. All such updates will be posted by the date identified on the cover sheet of this RFA.

Submission of a letter of interest is optional.

C. How to file an application

Applications must be **received** at the following address no later than 5:00 p.m. on the date posted on the cover of this RFA. Late applications will not be accepted.*

Jeanne Behr MSED
New York State Department of Health
Office of Health Emergency Preparedness
Riverview Center, Suite 354
150 Broadway
Menands, New York 12204

Applicants shall submit one (1) original and six (6) copies of the proposal. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications **WILL NOT** be accepted via fax or e-mail.

*It is the applicant's responsibility to see that applications are delivered to the above address prior to the date and time specified. Late applications due to a documentable delay by the carrier may be considered late at the Department of Health's discretion.

D. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO:

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.

6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant should the Department be unsuccessful in negotiating with a selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award grants based on geographic or regional considerations to serve the best interests of the state.

20. Nothing in this RFA should be construed as preventing the NYSDOH from assuming some of the roles or performing activities that are described here as being performed by the contractor and revising contract deliverables or terms accordingly.
21. Maintain possession of publication and presentation rights of all data and information derived from activities funded by this grant, including, but not limited to SMERT recruitment, training, deployment and redeployment for exercises and disaster responses.

E. Term of Contract

It is expected that contracts resulting from this RFA will have the following time period: The anticipated start date will be January 1, 2011, with four annual renewals ending on December 31, 2015.

The contract will be for a period of five years duration. Funding for contract years two through five will be contingent on available funding in annual state budgets.

F. Payment Method & Reporting Requirements of Grant Awardees

1. The Department may, at its discretion, make an advance payment to not for profit grant contractors in an amount not to exceed 25 percent.
2. The grant contractor will be required to submit **QUARTERLY** state voucher and required reports of expenditures to the State's designated payment office:

Ms. Judy Homer
NYSDOH Volunteer Coordinator
New York State Department of Health
Office of Health Emergency Preparedness
Hedley Building, Suite 1009
433 River Street
Troy, New York 12180

E-mail: jlh20@notes.health.state.ny.us

Grant contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers submitted to the Department must contain all information and supporting documentation required by the contract, the Department and the State Comptroller.

Payment for vouchers submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Payment of such vouchers invoices by the NYS Department of Health shall be made in accordance with Article XI-A of the New York State Finance Law. Contractor will be reimbursed for actual expenses incurred as allowed in the approved Contract Budget and Workplan.

3. The grant contractor will be required to submit periodic reports:
 - a. Quarterly Progress Reports
 - b. Quarterly Standard Vouchers

Both shall be due on January 1st, April 1st, July 1st, and October 1st, each funded year and cover the concurrent three month period.

A final annual report is due 90 days after funding is terminated.

All payment and reporting requirements will be detailed in Appendix C of the final grant contract.

G. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at

helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants should also complete and submit the Vendor Responsibility Attestation (Attachment 8).

H. General Specifications

1. By signing the "Application Cover Sheet" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.

- c. If, in the judgment of the Department, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the contractor. In such case the contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

I. Appendices

The following will be incorporated as appendices into any contract(s) resulting from this Request for Application.

- APPENDIX A: Standard Clauses for All New York State Contracts
- APPENDIX A-1: Agency Specific Clauses
- APPENDIX A-2: Program Specific Clauses
- APPENDIX B - Detailed Budget
- APPENDIX C: Payment and Reporting Schedule
- APPENDIX D: Workplan (See Attachment 4)
- APPENDIX G - Notifications
- APPENDIX H: Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
- APPENDIX E: Unless the contractor is a political sub-division of New York State, the contractor shall provide proof, completed by the contractor's insurance carrier and/or the Workers' Compensation Board, of coverage for:

Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR
- **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

NOTE: Do not include the Workers' Compensation and Disability Benefits forms with your application. These documents will be requested as a part of the contracting process should you receive an award.

V. Completing the Application

Applicants shall submit one (1) original, signed application and six (6) copies.

Interested applicants should submit proposals no later than 5:00 p.m. on the date posted on the cover of this RFA to the address below:

Jeanne Behr, MEd
New York State Department of Health
Office of Health Emergency Preparedness
Riverview Center, Suite 354
150 Broadway
Menands, New York 12204

It is the applicant's responsibility to see that applications are delivered to NYSDOH prior to the date and time of the application due date. Late applications due to delay by the carrier or not received in the Department's mail room in time for transmission to Suite 354, Riverview Center will not be considered.

Application Content for SMERT Development

- 1. Application Cover Sheet (see Attachment 2)**
- 2. Table of Contents with page numbers**
- 3. Executive Summary (up to 1 single-spaced page) Not Scored**

Provide an executive summary of the project proposal. This section is not scored, but five points will be deducted if it is not included or exceeds one page.

- 4. Applicant Organization (up to 3 single spaced pages) 10 points**

Include a description of the applicant's capability and resources to provide timely start-up and implementation of the proposed project. Describe the mission and purpose of the applicant organization and how the proposed project fits with the organization's mission.

If some of the work is subcontracted to other organizations, describe how the applicant organization will manage the work of subcontractors, e.g. specific deliverables of subcontractors and how the applicant will monitor the work and expenditures of subcontractors and submit that information in a timely manner.

Include an organizational chart at the end of this section that shows the location and structure of the proposed project within the organization.

Provide evidence that the applicant's mission and strategies to meet the scope of activities will be successful and the target population will benefit from funding your application.

Describe the applicant's current administrative staffing pattern for activities such as payroll, bookkeeping, invoicing, and general tracking of administrative and fiscal controls. Describe the qualifications of key fiscal staff, including a description of the staff's experience (if any)

with monitoring government grant funds.

5. Applicant Experience (up to 5 single-spaced pages)

15 points

Provide a description of the applicant's relevant infrastructure in place and experience in recruiting and managing a medical emergency response team.

Provide a description of the applicant's experience in deploying a medical emergency response team. Please include the requesting party, nature of the emergency, and response details. Include a minimum of three successes and three improvement action items identified for the most recent deployment event.

Describe the experience of the applicant organization in the administrative aspects associated with recruiting, training, data tracking and responding to issues related to disaster preparedness and response.

Describe at least one successful effort to recruit and deploy professional subject matter experts. Describe implementation of ICS or NIMS training programs and tracking of the completion of that training, and/or describe the deployment of a team of professional experts in response to a operational training exercise or real emergency event, including the strategies that were implemented and the results that were achieved.

Describe the experience of the organization in building support through community organizing, outreach, communications with the media.

Complete Attachment 7 (Applicant's Team Roster).

5 points

6. Staffing Plan (up to 5 single-spaced pages)

20 points

Identify the geographic area from which you are located, and from which you will be recruiting SMERT membership. Discuss key demographic characteristics of the population served locally, and key physical and social characteristics of the geographic area pertaining to perceived threat of a crisis response, associated risk assessment, your capability of comprehensive response anywhere in the state, and your timeliness of response for a SMERT deployment.

Describe why the proposed scope of activities requested by this RFA is appropriate and necessary in area from which you are applying.

Based on the hazardous vulnerability analysis for the area in which your headquarters is

located, describe your mitigation strategies to ensure a complete roster for deployment (i.e. recruitment strategy).

Describe how supervision and administrative oversight of the SMERT will be provided. Include what resources will be dedicated to the management of the SMERT. Please identify by name the proposed Medical Director, Team Leader(s) for the SMERT, and respective job duties and responsibilities of positions included in Table 1.

If known, describe the capacity of the individual who will be hired to fill the position of the coordinator (Deliverable 1.1). Otherwise, explain the recruitment and hiring process to fill the position, including providing a position description at the end of this section (this does not count toward the page limit). Explain where the position will be located in the organization's hierarchy and the professional level and authority that will accompany the position.

Organizations should describe their capacity to conduct program evaluation and submit a plan for addressing process and deliverable status and evaluation. If the coordinator will be responsible for program evaluation, explain his/her capacity to conduct evaluation. If a vacancy occurs in the coordinator position, please describe how that position would be covered within the organization until the coordinator returns or a new one is hired.

Describe how orientation and supervision of staff will be provided and by whom, including the credentials of the persons(s) who will be providing orientation and supervision to the program.

Provide a plan for staff rotation during prolonged deployment. This plan should identify your recruitment strategies that will provide sufficient numbers of specialized professions and non-health volunteers to adequately provide sufficient numbers of subject matter experts throughout the period of team deployment.

In narrative format, generally describe your recruitment and volunteer training plan for the remaining four (4) years of the proposed project. This may include completion of strategies that will take longer than the first year to achieve, expansion to additional geographic areas in which the proposed strategies will be implemented to demonstrate statewide coverage, or the selection of additional strategies that could enhance the SMERT response capabilities.

7. Deliverable Achievement Plan (up to 10 single-spaced pages) 30 points

Submit a proposed work plan for all Year 1 deliverables as described in Section III B on page 15. Number each work plan corresponding to the deliverable number in Section III B. Clearly describe a logical, achievable plan for organizing, implementing, and accomplishing

all of the project deliverables over the five year contract period.

Propose a timeline for Year 1 to meet deliverables and the manner in which they will be met. The timeline should reflect the ability to complete all preparation and implementation activities within the scope of the contract.

Example: Training Plan – Explain what training elements are already available in the applicant’s training portfolio, and how the applicant plans to develop/acquire the training elements that are not currently in their training portfolio.

Describe how you will work collaboratively with NYSDOH staff to develop and select appropriate methods and data collection instruments for conducting program evaluation and participate in applicable NYSDOH evaluation trainings.

8. Budget and Justification Narrative (up to 5 single-spaced pages) 20 points

Complete a budget using the attached instructions and format (Attachments 3 and 4). Applicants are required to submit a 12 month budget, assuming a start date of January 1, 2011. All costs must be related to the provision of services described in this RFA, be consistent with the scope of services, be aligned with the reach of the proposed project and be reasonable and cost effective.

Justification for each cost should be submitted in narrative form.

NYS funded indirect costs may not exceed ten percent (10 %) of your direct costs and should be fully itemized and justified (i.e., space, utilities, etc.). Budget items not completely justified will be removed from the budget before the budget is reviewed. The budget amount requested will be reduced to reflect the removal of the unjustified or ineligible items. **THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES OR SIMILAR PROJECTS.** Projects that propose to only conduct traditional planning processes (e.g. comprehensive plans, land use plans, etc.) are not eligible for funding under this RFA; those types of planning projects should be funded with other resources. Funds awarded under this RFA cannot be used for capital construction.

The application shall be scored as follows:

SECTION	MAXIMUM SCORE
Applicant organization (3 pages)	10
Applicant experience (5 pages)	15
Applicant's current team roster (Complete as Enclosure A)	5
Staffing plan (5 pages)	20
Deliverable achievement plan (10 pages)	30
Budget and Justification (5 pages)	20
Total	100

C. Review & Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the New York State Department of Health (NYSDOH), Office of Health Emergency Preparedness (OHEP). The application receiving the highest average score based upon panel review will be selected for the contract award.

If total available funding changes for this initiative, the contract may need to be modified and awarded in the same manner as outlined in the award process described below.

Following the award of grants from this RFA, unsuccessful applicants may request a debriefing from the NYS DOH OHEP no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application. In the event that unsuccessful applicants wish to protest awards, please follow the procedures established by the New York State Comptroller found at: www.osc.state.ny.us. In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: http://www.osc.state.ny.us/agencies/gbull/g_232.htm.

Applications from eligible applicants will be reviewed by a panel convened by the NYSDOH ServNY Advisory Board.

In selecting the contractor, reviewers will consider the following factors:

- Clarity of application – Applicant provides a well-written and well-designed application in a logical and easily understood structure.
- Responsiveness to the Request for Applications – Applicant demonstrates thorough understanding of RFA deliverable requirements and responds to all topics identified.

- Agency capability – Applicant provides sufficient information documenting full institutional or agency capacity to satisfy RFA deliverable requirements.
- Agency contract history – Applicant demonstrates prior success with contracting process including administrative expertise and experience.
- The comprehensiveness of the application – Applicant demonstrates thorough understanding of the full scope of responsibilities associated with the RFA deliverables and collaborative partnership with the NYSDOH.
- Justification for costs included in the budget – Applicant will thoroughly identify, explain and justify all costs associated with the first year budget, and anticipated costs associated with subsequent year deliverables.

Contract Terms

New York State shall have the right of prior approval of the form and content of all types of public information used by the contractor in conjunction with the services or operations related to the Agreement. All uniforms and public information programs and materials shall utilize the ServNY name, not the contractor’s name or trademark, and shall be subject to the prior approval of the Office of Health Emergency Preparedness Director.

All data, reports, policies, procedures and other information collected, composed, or generated by the contractor pursuant to this RFA and any subsequent Agreement shall be owned exclusively by New York State.

All documentation developed by the awardee(s) shall not be considered proprietary, but property of the New York State Department of Health healthcare volunteer management program known as ServNY.

VI. Attachments

Attachment 1:	Grant Contract (Standard)
Attachment 2:	Application Cover Sheet
Attachment 3:	Budget Instructions
Attachment 4A-E:	Application Budget Format
Attachment 5:	Application Form
Attachment 6:	SMERT Coordinator Preferred Qualifications
Attachment 7:	Applicant’s Team Roster
Attachment 8:	Vendor Responsibility Attestation

Attachment 1
GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address):

. NYS COMPTROLLER'S NUMBER:

.
. ORIGINATING AGENCY CODE:
. _____

CONTRACTOR (Name and Address):

. TYPE OF PROGRAM(S)
. _____

FEDERAL TAX IDENTIFICATION NUMBER:

MUNICIPALITY NO. (if applicable):

CHARITIES REGISTRATION NUMBER:
PERIOD:

____ - ____ - ____ or () EXEMPT:
(If EXEMPT, indicate basis for exemption):

. INITIAL CONTRACT PERIOD

. FROM:

. TO:

. FUNDING AMOUNT FOR INITIAL

. _____

. MULTI-YEAR TERM (if applicable):

. FROM:

. TO:

CONTRACTOR HAS() HAS NOT() TIMELY
FILED WITH THE ATTORNEY GENERAL'S
CHARITIES BUREAU ALL REQUIRED PERIODIC
OR ANNUAL WRITTEN REPORTS.

CONTRACTOR IS() IS NOT() A
SECTARIAN ENTITY

CONTRACTOR IS() IS NOT() A
NOT-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____ State	APPENDIX A	Standard clauses as required by the Attorney General for all contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX G	Notices
_____	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

_____	APPENDIX A-2	Program-Specific Clauses
_____	APPENDIX E-1	Proof of Workers' Compensation Coverage
_____	APPENDIX E-2	Proof of Disability Insurance Coverage
_____	APPENDIX H	Federal Health Insurance Portability and Accountability Act Business Associate Agreement
_____	APPENDIX _____	_____
_____	APPENDIX _____	_____

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

_____	.	_____
_____	.	Contract No.
_____	.	_____
_____	.	STATE AGENCY
_____	.	_____
By: _____	.	By: _____

(Print Name)

(Print Name)

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification:

. "In addition to the acceptance of this contract,
. I also certify that original copies of this signature
. page will be attached to all other exact copies of
. this contract."

STATE OF NEW YORK)
) SS:
County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

. Title:

Date: _____

. Date:

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.

- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. 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. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of

religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

APPENDIX A-1
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

- iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
- b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.
- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. *If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.*
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
- d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover

payments for all STATE funded contracts for periods for which compliant audit reports are not received.

iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

of

1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.

2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31

U.S.C.

1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or

technical

services rendered directly in the preparation, submission or negotiation of

any

bid, proposal, or application for a Federal contract, grant, loan, or cooperative

agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
- a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
- d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.

4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:

- a) Payments of reasonable compensation made to its regularly employed officers or employees;
- b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than
- a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
- c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or

leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library

services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain

provisions for children's

services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER
COVERED TRANSACTIONS

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to
- which
- this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.

- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of

employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.

8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
12. Other Modifications
 - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
 - ◆ Appendix C - Section II, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan will require OSC approval.
 - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX A-2

The New York State Department of Health Office of Health Emergency Preparedness shall have the right of prior approval of the form and content of all types of public information used by the contractor in conjunction with the services or operations related to the Agreement. All uniforms and public information programs and materials shall utilize the ServNY name, not the contractor's name or trademark, and shall be subject to the prior approval of the Office of Health Emergency Preparedness Director.

All documentation including, but not limited to data, reports, policies, procedures and other information developed, collected, composed, or generated by the contractor pursuant to this RFA and any subsequent Agreement shall not be considered proprietary but property of the New York State Department of Health Office of Health Emergency Preparedness.

APPENDIX B

BUDGET
(sample format)

Organization _____

Name: _____

Budget Period: _____

Commencing on: _____

Ending on: _____

Personal Service

Number	Title	% Time	Total Amount	
		Annual Salary	Devoted to This Project	Budgeted From NYS

Total Salary _____
Fringe Benefits (specify rate) _____
TOTAL PERSONAL SERVICE: _____

Other Than Personal Service Amount

Category
Supplies
Travel
Telephone
Postage
Photocopy
Other Contractual Services (specify)
Equipment (Defray Cost of Defibrillator) _____

TOTAL OTHER THAN PERSONAL SERVICE _____

GRAND TOTAL _____

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: (required)

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed _____ percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- ◆ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- ◆ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- ◆ the end of the first <monthly or quarterly> period of this AGREEMENT; or
- ◆ if this contract is wholly or partially supported by federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law

or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

- C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit

110 State Street, 9th Floor
Albany, NY 12236

- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than ____ days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE <monthly or quarterly> voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the _____.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than _____ days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, the CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation

authorizing the COLA.

II. Progress and Final Reports

Insert Reporting Requirements in this section. Provide detailed requirements for all required reports including type of report, information required, formatting, and due dates. Please note that at a minimum, expenditure reports (to support vouchers) and a final report are required. Other commonly used reports include:

Narrative/Qualitative: This report properly determines how work has progressed toward attaining the goals enumerated in the Program Workplan (Appendix D).

Statistical/Qualitative Report: This report analyzes the quantitative aspects of the program plan - for example: meals served, clients transported, training sessions conducted, etc.

APPENDIX D
PROGRAM WORKPLAN
(sample format)

A well written, concise workplan is required to ensure that the Department and the contractor are both clear about what the expectations under the contract are. When a contractor is selected through an RFP or receives continuing funding based on an application, the proposal submitted by the contractor may serve as the contract's work plan if the format is designed appropriately. The following are suggested elements of an RFP or application designed to ensure that the minimum necessary information is obtained. Program managers may require additional information if it is deemed necessary.

I. CORPORATE INFORMATION

Include the full corporate or business name of the organization as well as the address, federal employer identification number and the name and telephone number(s) of the person(s) responsible for the plan's development. An indication as to whether the contract is a not-for-profit or governmental organization should also be included. All not-for-profit organizations must include their New York State charity registration number; if the organization is exempt AN EXPLANATION OF THE EXEMPTION MUST BE ATTACHED.

II. SUMMARY STATEMENT

This section should include a narrative summary describing the project which will be funded by the contract. This overview should be concise and to the point. Further details can be included in the section which addresses specific deliverables.

III. PROGRAM GOALS

This section should include a listing, in an abbreviated format (i.e., bullets), of the goals to be accomplished under the contract. Project goals should be as quantifiable as possible, thereby providing a useful measure with which to judge the contractor's performance.

IV. SPECIFIC DELIVERABLES

A listing of specific services or work projects should be included. Deliverables should be broken down into discrete items which will be performed or delivered as a unit (i.e., a report, number of clients served, etc.) Whenever possible a specific date should be associated with each deliverable, thus making each

expected completion date clear to both parties.

Language contained in Appendix C of the contract states that the contractor is not eligible for payment “unless proof of performance of required services or accomplishments is provided.” The workplan as a whole should be structured around this concept to ensure that the Department does not pay for services that have not been rendered.

Appendix G

NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[Insert Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties

agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

**Agency Code 12000
APPENDIX X**

Contract Number: _____

Contractor: _____

Amendment Number X-_____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- _____ Modifies the contract period at no additional cost
- _____ Modifies the contract period at additional cost
- _____ Modifies the budget or payment terms
- _____ Modifies the work plan or deliverables
- _____ Replaces appendix(es) _____ with the attached appendix(es) _____
- _____ Adds the attached appendix(es) _____
- _____ Other: (describe) _____

This amendment *is* ___ *is not* ___ a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____
(Value before amendment) (Initial start date)

This amendment provides the following modification (complete only items being modified):

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____

±

This will result in new contract terms of:

\$ _____

From ____ / ____ / ____ to ____ / ____ / ____

±

(All years thus far combined)

(Initial start date)

(Amendment end date)

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

STATE OF NEW YORK)
) SS:
County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Date: _____

Attachment 2

Cover Sheet

New York State Department of Health
State Medical Emergency Response Team (SMERT)

Name of Applicant (<i>Legal name as it would appear on a contract</i>)	
Mailing Address (<i>Street address, P.O. Box, City, State, ZIP Code</i>)	
Federal Employee Identification Number:	NYS Charities Registration Number:
Person authorized to act as the contact for this firm in matters regarding this application:	
Printed Name (<i>First, Last</i>):	Title:
Telephone number:	Fax number:
()	()
E-mail:	
Person authorized to obligate this firm in matters regarding this application or the resulting contract:	
Printed Name (<i>First, Last</i>):	Title:
Telephone number:	Fax number:
()	()
E-mail:	
(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this application on behalf of the Board:	
Printed Name (<i>First, Last</i>):	Title:
Signature of Applicant or Authorized Representative	Date:

Attachment 3

Budget Instructions

General Instructions

- The detailed budget and budget justification should cover the one year period from April 1, 2010 through March 31, 2011.
- All budget lines should be calculated as whole dollar amounts (i.e. 50% of \$32,115 salary = \$16,057.50 budget amount = \$16,058).
- All reported funds must be directly related to the proposed project and justified in detail regardless of source (including in-kind).
- Awarded funds may not be used to supplant existing funding sources.

Format

- Prepare a budget for the total award for one year.
- Use the Budget Template (Attachment 3A-E).
- A comprehensive justification for each line item should follow the budget.
- The budget format should consist of two sections: 1) personnel and 2) other than personal services (OTPS).

Budget Justification

- Applicants should demonstrate how the proposed expenditures relate to the workplan.
- Provide justification and a breakdown for each item requested in the budget.
- Provide details (i.e., brief job description, description of how position or other line item contributes to program objectives and workplan) and demonstrate all calculations (i.e., estimated travel and training costs need to be included and justified).

Attachment 4 – A

Application Budget Format

**New York State Department of Health
State Medical Emergency Response Team (SMERT)**

Project Name: NYSDOH State Medical Emergency Response Team	
ITEM	TOTAL EXPENSE
* PERSONNEL TOTAL	
* OTHER THAN PERSONAL SERVICES (OTPS)	
* TOTAL BUDGET	

* Please provide details using the following tables below.

Attachment 4 – B

**OPERATING
BUDGET AND
FUNDING
REQUEST**

Applicant Name: _____
Time Period: _____

**PERSONAL
SERVICES**

Title and Name	Annual Salary	% FTE	# of Mos.	Total Expense	Amount Requested from NYS	Amt. from Other Source of Funds	Specify Other Source of Funds
(List Personnel Budgeted)							
				\$0	\$0		
				\$0	\$0		
Subtotal Personal Services				\$0	\$0		
Fringe Benefits **				\$0	\$0		
0.00%							
Total Personal Services				\$0	\$0		

** If more than one fringe benefit is used, use one average fringe rate for the calculation on this form.

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are:

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT		
NONPERSONAL SERVICES		
APPLICANT NAME:		
TIME PERIOD:		
ITEM	DESCRIPTION OF EXPENSE	TOTAL EXPENSE
TRAVEL: Local (within NYS)		
<i>For Local Travel, demonstrate how the costs were calculated:(# of trips X # of miles: x Rate) Include Per Diem expenses, if any</i>		
<i>Provide the title of the traveler, purpose of each trip along with a breakdown of the items of expense and estimated cost for travel</i>		
STAFF TRAVEL:		
Out-of-State Travel:		
Demonstrate how costs were calculated for transportation, lodging and per diem expenses. Provide position description of traveler(s)/destination(s)/dates/purpose of travel, and how travel relates to deliverables. Prior approval is required for Out-of-State travel		

Attachment 5

Application Form

New York State Department of Health State Medical Emergency Response Team (SMERT)

RFA No.:

Institution:

I. Organization Description (5 pts): Provide a description of your institution's primary mission and specific capacity to perform this project.

II. Team Management and Deployment Experience (20 pts): Describe your institution's prior response team management and any previous team deployment experience relevant to this proposal.

III. Applicant's Current Team Roster, if available (5 pts): Complete Attachment 6.

RFA No.:

Institution:

IV. Describe Your Team Staffing Plan (20 pts): Using your existing or planned team roster, describe your staffing plan to be able to manage a potential ten-day, 24-hours per day emergency event.

V. Describe Your Specific Deliverable Achievement Plan (25 pts): Completely describe your institution's plan to address and satisfy each of the deliverable requirements identified in all RFA Objectives 1-6.

VI. Mobile Healthcare Facility Statement (5 pts): Should the NYSDOH obtain a mobile healthcare facility, describe your experience and/or capability for staffing and managing this type of facility.

VII. Budget and Justification (20 pts): Provide a detailed and complete (see Appendices 5 and 6) 12-month budget to cover direct and indirect costs anticipated being incurred during the first funding year for personnel, equipment and supplies, and a separate proposed budget for potential funding during years 2-5. Each budget item should be fully described and justified in narrative form.

VIII. Appendices

IX. Attachments

Attachment 6

SMERT Coordinator Preferred Qualifications:

- Registered Nurse or Bachelor's Degree, at a minimum
- At least two years of experience in a position responsible for managing health emergency management, response, or preparedness teams, or volunteer rescue or fire organizations
- Experience in team deployment, including logistical arrangements (transportation, scheduling, housing, etc.)
- Experience in working with local, state, and federal agencies in health emergency management, response, or preparedness, or similar organizations
- Knowledge and skills related to:
 - National Incident Management System
 - Incident Command System
 - Community mobilization, outreach, organizing and planning
 - Strong medical professional team management skills
 - Strategic planning, program development, coordination and management
 - Leadership, advocacy, communication and writing
 - Fiscal management
 - Time management and scheduling
 - Evaluation methods, data development, analysis, interpretation and presentation
- Ability to work with internal and external partners at multiple levels within organizations
- Excellent interpersonal and networking abilities

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section IV, Administrative Requirements, G. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
- A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____