NORTH DAKOTA DEPARTMENT OF HEALTH
Division of Emergency Medical Services & Trauma
600 East Boulevard Avenue – Dept. 301
2nd Floor Judicial Wing, Room 206
Bismarck, ND 58505-0200

Request For Proposal (RFP)

RFP Title: Pediatric Education for Southeast Region

Date of Issue: December 4, 2009

PART ONE
Overview

Program Description: The Division of Emergency Medical Services and Trauma (DEMST) serves as North Dakota's lead emergency medical services (EMS) agency. The DEMST is responsible for: the licensure of ambulance services, voluntary certification of quick response units and rescue squads, and training, testing, certification and licensure of EMS personnel. The DEMST also administers the state trauma system and the EMS for Children Program.

Injury is the leading cause of death for persons one through 44. North Dakota's size, rural frontier and varying weather present emergency medical services with a variety of problems. Specific problems the state's rural emergency medical services system include limited resources, declining number of people willing or unable to volunteer and an aging volunteer population. EMS personnel can perform their mission only if adequately trained and available in sufficient numbers throughout the State. In North Dakota, pediatric calls represent approximately 10% of the total calls. However, maintaining the knowledge and skills that are required to treat a pediatric patient can be a challenge because of the small number of runs made for pediatric patients in our state. Pre-hospital professionals express concerns about being more nervous when caring for pediatric patients and therefore want more training. More complicated is the issue of ensuring that pediatric patients across the state are receiving quality emergency medical services.

As stated in the Emergency Care for Children: Growing Pains Institute of Medicine Report 2006, "Children who are injured or ill have different medical needs than adults with the same problems. They have different heart rates, blood pressures, and respiratory rates, and these change as they grow. They often need equipment that is smaller than what is used for adults and they require medication in much more carefully calculated doses. They have special emotional needs as well, often reacting very differently to an injury or illness than adults do. Unfortunately, although children make up 27 percent of all visits to the ED, many hospitals and EMS agencies are not well equipped to handle these patients."

To assist pre-hospital providers with maintaining the knowledge and skills that are required to treat a pediatric patient, it is imperative that pediatric education is available, accessible and affordable for the pre-hospital providers across the state. Therefore, it is essential that the goals of this project are completed in a professional manner to improve North Dakota's emergency medical services system.

The goal(s) to be completed within the grant period (January 15, 2010 – June 30, 2011) are the following:

- Provide three separate eight hour (1 day) basic life support pediatric specific certified courses to pre-hospital providers in the Southeast region of North Dakota during the period of January 15, 2010 to June 30, 2011.
- The course must be a nationally recognized basic life support pediatric education course (i.e. Pediatric Education for Pre-hospital Professionals- PEPP).

Application Deadline: Applicants must submit original and two copies of its proposal in a sealed envelope or package. Applications must be received **no later than 5:00 p.m. CST on December 28, 2009**. Late applications will not be considered for review. Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Applicants assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State.

Mail proposals to:

North Dakota Department of Health
Division of Emergency Medical Services & Trauma
RFP Pedriatric Education for Northwest Region
600 East Boulevard Avenue—Dept 301
2nd Floor Judicial Wing—Room 207
Bismarck, ND 58505

Contact Person, Telephone, E-mail

Kelli Rice
Phone: 701.328.2953
Email: krice@nd.gov

Assistance to Applicants with a Disability

Applicants with a disability that need an accommodation should contact DEMST prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

Part Two
Scope of Work

Overview

The applicants should have experience in pediatric care and/or experience as an instructor with the ability to implement the goals outlined in this RFP.

The North Dakota Department of Health, Division of Emergency Medical Services & Trauma, is soliciting proposals to contract with an organization/entity to successfully complete the goals outlined in this RFP. The overall goal of this project is to improve North Dakota's emergency medical services system by providing pediatric education to pre-hospital providers in the Southeast region of the state.

State-Furnished Property/Services

It will be the responsibility of the applicant to research, develop and implement the necessary avenues to accomplish the goals outlined in this RFP.

Contractor-Furnished Property

Applicant will provide office space, supplies, telecommunications equipment, computer, and any necessary software or other supplies to carry out the scope of work in this RFP. Applicant will also provide transportation to carry out the scope of work in this RFP.

Description of Specific, Results-Oriented Tasks

The successful bidder will be expected to:

- Provide the Department of Health with the name of which nationally recognized basic life support pediatric course will be utilized for this project.
- Applicant must develop a detailed plan on how the three pediatric specific courses to be provided in the Southeast region during the grant period will be implemented.
- The plan for this project must include the estimated number of students per course (including a minimum and maximum per class), cost per course, locations of the courses within the region, etc.
- The method of instruction must be face to face (classroom).
- Applicant must develop a mechanism to reasonably ensure participant attendance following registration.
- Detailed plan must include a budget and timeline of activities to be completed to accomplish this project.
- Develop an instructor evaluation form. This form must be completed by each participant at the conclusion of each pediatric course. Evaluation forms will then be sent to the Department of Health.
- Work with the Department of Health throughout the project period.
- Report to the Department of Health as deemed necessary by the Department of Health.

Demonstrate its capacity to handle all aspects of the project themselves, or specify how the organization will partner with other firm(s) to accomplish the goals of the project.

Quality Assurance

Successful applicant must report to the Department of Health as deemed necessary by the Department. Evaluations must be completed by each participant at the conclusion of each trauma course and must be reported to the Department of Health. The awarded applicant must keep the Department informed of any significant activities that are not on the approved timeline and negotiate adjusted timelines with the Department. Lack of quality or progress on goals can result in termination of the contract.

Directives

Applicant must comply with all state and federal regulations.

Location of Work

The State will not provide workspace. Any classes or training sessions must take place in the state of North Dakota.

Prior Experience

In order for offers to be considered responsive, applicants must meet the minimum prior experience requirements. An applicant's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and its proposal will be rejected. The minimum experience requirements are:

To be eligible to respond to the RFP the following qualifications must be met:

1. **Must be a licensed training institution OR a licensed practitioner with pediatric expertise.**
2. **Must have at least 2 years experience as an instructor or if a licensed practitioner, must have at least 2 years experience in pediatric care.**
3. **Preference will be given to training institutions licensed in the state of North Dakota.**

Required Licenses

At the time specified be the deadline for submission of proposals, the applicant must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract. Applicants that do not possess required licenses at the time proposals are due will be determined non-responsive.

A copy of a current training institution license OR a copy of a current medical practitioner (M.D., N.P. or P.A.) license must be included with the proposal.

Deliverables

The successful applicant will be required to provide the following deliverables;

1. Provide three separate eight hour (1 day) basic life support pediatric specific certified courses to pre-hospital providers in the Southeast region of North Dakota during the period of January 15, 2010 to June 30, 2011. *The course must be a nationally recognized basic life support pediatric education course (i.e. Pediatric Education for Pre-hospital Professionals- PEPP)
    a) Provide the Department of Health with the name of which nationally recognized basic life support pediatric course will be utilized for this project.
    b) Applicant must develop a detailed plan on how the three pediatric specific courses to be provided in the Southeast region during the grant period will be implemented.
    c) The plan for this project must include the estimated number of students per course (including a minimum and maximum per class), cost per course, locations of the courses within the region, etc.
    d) The method of instruction must be face to face (classroom).
    e) Applicant must develop a mechanism to reasonably ensure participant attendance following registration.
    f) Include a detailed budget. Make sure to include materials, lodging, per diem, transportation costs, etc.
    g) Develop an instructor evaluation form. This form must be completed by each student at the conclusion of each pediatric course.
    h) Provide the Department of Health with the original evaluation forms.
    i) Provide a timeline of activities to complete this project.
    j) Report to the Department of Health on the assessment project as deemed necessary from the Department of Health.

Part Three
General Contract Information

Contract Term

The State intends to award a notice of grant award (contract) with an effective date beginning **January 15, 2010** and ending **June 30, 2011**.

Standard Contract Provisions

The successful grantee will be required to sign and submit the contract attached to this RFP (Attachment A). The grantee must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the applicant's proposal. No alteration of these provisions will be permitted without prior written approval from the State.

Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

(a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
(b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the State approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent; the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

Open Records Laws - Confidentiality

Any records that are obtained or generated by the applicant under this contract are subject to North Dakota open records law regarding public records and handling of confidential information.

Part Four
Criteria for Evaluation

The review criteria are as listed below:

1) Does the applicant's proposal depict a logical plan to implement the pediatric specific courses to be provided?—25 points
    a) Has the basic life support trauma course to be utilized been identified?
    b) Has a detailed plan been provide on how the two courses will be implemented?
    c) How are the classes per region addressed and identified?

2) Does the applicant's proposal depict a sound approach to carrying out the required scope of work?—25 points
    a) Has the applicant demonstrated a thorough understanding of the scope of work required?
    b) Does the applicant demonstrate the ability to match and achieve the objectives (deliverables a-j) as set out in the proposal?
    c) Does the applicant demonstrate identified any pertinent issues or potential problems related to the scope of work e.g. development of the mechanism to ensure attendance following registration?

3) Are the proposed timeline and the budget practical and feasible?—25 points
    a) Is the timeline practical and feasible?
    b) Is the budget clearly identified and reasonable?

4) Are the applicant's qualifications clearly presented?—25 points
    a. Is the applicant a licensed training institution or a licensed practitioner with trauma expertise?
    b. Does the applicant have at least 2 years experience as an instructor or if a licensed practitioner?
    c. Does the applicant have at least 2 years experience in trauma care?
    d. Is the applicant licensed as a training institution in the state of North Dakota?

Part Five
Proposal Format and Content

Proposal Format and Content

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, applicants must follow the format set out in this RFP and provide all information requested.

Introduction

Proposals must include the complete name and address of applicant's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the applicant will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An applicant's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

Methodology and Understanding of the Project

Applicants must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, deliverables, and contract terms and conditions. Applicants must also identify any pertinent issues and potential problems related to the project.

Applicants must provide comprehensive narrative statements that set out the methodology it intends to employ. Applicants must illustrate how the methodology will serve to accomplish the work and provide the deliverables described in the scope of work within the State's project schedule.

Management Plan for the Project

Applicants must provide comprehensive narrative statements that set out the management plan it intends to follow and illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the State's project period. Applicants must provide a narrative or organizational chart that describes the organization of the project team. The organizational chart must illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP, and indicate where the work will be performed. It must also include the main tool the agency uses for communicating (i.e., email, phone, etc.).

Experience and Qualifications

Applicants must describe the experience of their firm in completing similar projects. Additionally, applicants must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Applicants must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

a) title;

b) resume;

c) description of the type of work the individual will perform; and

d) the number of estimated hours for each individual named above.

If an applicant intends to use subcontractors, the applicant must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Applicants must provide **three** reference names, phone numbers and letters of reference from current or previous clients for similar projects the applicant's firm has completed. The State reserves the right to contact any references provided by the applicant.

Budget Proposal

Budget proposals must include an itemized list of all costs associated with the performance of the contract. All costs associated with the contract must be stated in U.S. currency.

Applicants must complete budget proposal attached to this RFP (Attachment B) or prepare a budget proposal following the same format, and include a detailed worksheet to indicate how costs were determined along with a justification of these costs.

Required Enclosures

Applicants must provide all documents, samples, or other information specifically required in this RFP.

Resumes of instructors
References
Detailed budget
Copy of training institution license (if applicable)
Copy of medical practitioner license (if applicable)

Part Six
Standard Proposal Information

Authorized Signature

An individual authorized to bind the applicant to the provisions of the RFP must sign all proposals.

State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

Conflict of Interest

Applicants must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the applicant's proposal. The State's determination regarding any questions of conflict of interest is final.

Applicant's Certification

By signature on the proposal, an applicant certifies that it complies with:

a) the laws of the State of North Dakota;
b) North Dakota Administrative Code;
c) all applicable local, state, and federal laws, code, and regulations;
d) the applicable portion of the Federal Civil Rights Act of 1964;
e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
g) all terms, conditions, and requirements set forth in this RFP;
h) a condition that the proposal submitted was independently arrived at, without collusion;
i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any applicant fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the applicant in default.

Amendments to Proposals and Withdrawals of Proposals

Applicants may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request.

Alternate Proposals

Applicants may submit only one proposal for evaluation. Alternate proposals (proposals that offer something different than what is requested) will be rejected.

Subcontractors

Subcontractors may be used to perform work under this contract. If an applicant intends to use subcontractors, the applicant must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the applicant must provide the following information concerning each prospective subcontractor within five working days from the date of the State's request:

a) complete name of the subcontractor;

b) complete address of the subcontractor;
c) type of work the subcontractor will be performing;
d) percentage of work the subcontractor will be providing;
e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An applicant's failure to provide this information, within the time set, may cause the State to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the State's procurement officer or project manager designated by the State.

Joint Ventures

Joint ventures are not acceptable.

Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation.

ATTACHMENT A

Contract No.	**CFDA No.**	North Dakota Department of Health 600 East Boulevard Ave-Dept. 301 Bismarck, ND 58505-0200 **Type: Notice of Grant Award (SFN53771)**
Contract Period From:	Through:	

This contract is not effective and expenditures related to this contract should not be incurred until all parties have signed this document.

Title of Project/Program:	**Health Dept. Grant Code:**
Contractor Name and Address: **Contact Name:** **Telephone:**	**North Dakota Department of Health Program Director:** **Telephone**:

Financial Information	**Dept of Health Cost Share**	**Contractor Cost Share**	**Total Project/Program Costs**
Amount of Financial Assistance	$0	$0	$0
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded to Date	$0	$0	$0

Scope of Service:

Reporting Requirements:

Special Conditions:

This contract is subject to the terms and conditions incorporated either directly or by reference in the following:
(**1) Requirements for Contracts issued by ND Dept. of Health as signed by Contractor for the period July 1, 2007 to June 30, 2009 [Accounting Use Only ☐ Requirements Received] (2) applicable Federal and State regulations.**

Evidence of Contractor's Acceptance		**Evidence of Departmental Acceptance**	
Signature	Date	Signature	Date
Typed Name and Title of Authorized Representative		**Typed Name and Title of Authorized Representative** Arvy Smith, Deputy State Health Officer	
Signature	Date	Signature	Date
Typed Name and Title of Authorized Representative		**Typed Name and Title of Authorized Representative**	

Contractor: All attachments if referenced in the scope of service must be returned with the signed contract. If you did not receive attachments as indicated in the scope of service, please contact the Program Director identified above.

CONTRACT REQUIREMENTS ADDENDUM FOR ALL AGREEMENTS BETWEEN NORTH DAKOTA DEPARTMENT OF HEALTH (STATE) AND (CONTRACTOR) FOR NOTICE OF GRANT AWARD AND PURCHASE OF SERVICE AGREEMENTS.

1. EVALUATION

STATE shall, throughout the effective dates on the contract, conduct an ongoing evaluation of CONTRACTOR'S performance in carrying out the Scope of Service in the contract. Compliance with Contract Requirements will also be monitored. Such evaluation may include periodic site visits by STATE representatives to review progress made by CONTRACTOR in accomplishing stated goals and objectives.

2. MERGER AND MODIFICATION

This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

3. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE'S express written consent. CONTRACTOR may enter into subcontracts provided that written approval from the STATE has been obtained and that any subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR has no authority to contract for or incur obligations on behalf of STATE.

4. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workers' Compensation Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR'S activities and responsibilities under this contract, except to the extent specified in this contract.

5. INDEMNITY AND INSURANCE

Indemnification and Insurance Requirements for Private Entity

Indemnification Requirements as Checked

☐ **On-Site Services**

CONTRACTOR agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (STATE), from and against claims based on the vicarious liability of the STATE or its agents, but not against claims based on the STATE'S contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by CONTRACTOR to the STATE under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the STATE harmless for all costs, expenses and attorneys' fees incurred if the STATE prevails in an action against CONTRACTOR in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

☒**Off-Site Services**
The STATE and CONTRACTOR each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

Insurance Requirements for Private Entity On-Site Services (Additional requirements apply if checked)
CONTRACTOR shall secure and keep in force during the term of this agreement and CONTRACTOR shall require all subcontractors, prior to commencement of an agreement between CONTRACTOR and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.
2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.
3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract if checked.
4) ☐ Employer's liability or "stop gap" insurance of not less than $1,000,000 as an endorsement on the workers compensation or commercial general liability insurance if checked.
5) ☐ Professional errors and omissions, including a three year "tail coverage endorsement," with minimum liability limits of $1,000,000 per occurrence and in the aggregate if checked.

The insurance coverages listed above must meet the following additional requirements:

1) Any deductible or self insured retention amount or other similar obligation under the policies is the sole responsibility of Contractor.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by State. The policies shall be in form and terms approved by State.
3) The duty to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.
4) The State of North Dakota and its agencies, officers, and employees (State) must be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. State must have all the rights and coverages as Contractor under the policies.
5) The insurance required in this agreement, through a policy or endorsement, shall include:
    a) "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;
    b) a provision that the policy and endorsements may not be canceled or modified without thirty days' prior written notice to the undersigned State representative;
    c) a provision that any attorney who represents State under this policy must first qualify as, and be appointed by, the North Dakota Attorney General as a special assistant attorney general as required under N.D.C.C. § 54-12-08;
    d) a provision that Contractor's insurance coverage will be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by State must be in excess of Contractor's

insurance and must not contribute with it;

e) cross liability/severability of interest for all policies and endorsements;

f) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary.

g) The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy.

6) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.

7) Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

Insurance Requirements for Private Entity Off-Site Services (Additional requirements apply if checked)

CONTRACTOR shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.
2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $250,000 per person and $500,000 per occurrence.
3) Workers compensation coverage meeting all statutory requirements.
4) ☐Professional errors and omissions, including a three year “tail coverage endorsement,” with minimum liability limits of $1,000,000 per occurrence and in the aggregate if checked.

The insurance coverages listed above must meet the following additional requirements:

1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self retention is subject to approval by the State.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated “A-” or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an “A-” rating must be approved by the State. The policies shall be in form and terms approved by the State.
3) The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days’ prior written notice to the undersigned State representative.
4) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
5) Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately

Indemnification and Insurance Requirements for State Agency

Indemnification Requirements for State Agency

The STATE and CONTRACTOR each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

Insurance Requirements for State Agency

The STATE and CONTRACTOR each shall secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool or

government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of $250,000 per person and $1,000,000 per occurrence.

Insurance Requirements for Political Subdivision

Insurance Requirements for Political Subdivision
CONTRACTOR shall secure and keep in force during the term of this agreement, from North Dakota Insurance Reserve Fund, insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $250,000 per person and $500,000 per occurrence.
2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $250,000 per person and $500,000 per occurrence.
3) Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the CONTRACTOR. The amount of any deductible or self retention is subject to approval by the STATE.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated “A-” or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an “A-” rating must be approved by the STATE. The policies shall be in form and terms approved by the STATE.
3) The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days’ prior written notice to the undersigned STATE representative.
4) The CONTRACTOR shall furnish a certificate of insurance to the undersigned STATE representative prior to commencement of this agreement.
5) Failure to provide insurance as required in this agreement is a material breach of contract entitling STATE to terminate this agreement immediately.

6. WORK PRODUCT, EQUIPMENT AND MATERIALS
All work product, equipment or materials created or purchased under this contract belong to STATE and must be delivered to STATE at STATE'S request upon termination of this contract. CONTRACTOR agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to STATE all rights and interests CONTRACTOR may have in the materials it prepares under this contract, including any right to derivative use of the material. CONTRACTOR shall execute all necessary documents to enable STATE to protect its rights under this section.

7. <u>TERMINATION OF CONTRACT</u>

a. **Termination without cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30-days written notice.

b. **Termination for lack of funding or authority.** STATE may terminate this contract effective upon delivery of written notice to CONTRACTOR, or on any later date stated in the notice, under any of the following conditions:

(1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be

modified by agreement of the parties in writing to accommodate a reduction in funds.

(2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

(3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. **Termination for cause.** STATE by written notice of default to CONTRACTOR may terminate the whole or any part of this contract:

(1) If CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by STATE; or

(2) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

(3) The rights and remedies of STATE provided in the above clause related to defaults by CONTRACTOR are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

8. SPECIAL CONDITIONS

CONTRACTOR shall meet all other applicable special conditions as specified in the contract.

9. APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota.

10. SEVERABILITY

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms must not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

11. NOTICE

All notices or other communications required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

_____		North Dakota Department of Health
_____		Attn: Karen Haas, Division of Accounting
_____	or	600 East Boulevard Ave-Dept 301
_____		Bismarck, ND 58505-0200

Notice provided under this provision does not meet the notice requirements for monetary claims against the STATE found at N.D.C.C. § 33-12.2-04.

12. CONFIDENTIALITY AND OPEN RECORD LAWS

CONTRACTOR agrees not to use or disclose any information it receives from STATE under this contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract, or as authorized by state or federal laws, or as authorized in advance by STATE. STATE agrees not to disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. Any protected health information subject to N.D.C.C. ch. 23-01.3 or personal health information subject to federal HIPAA regulations may only be released as authorized by those laws. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

Private Entity:

CONTRACTOR understands that, except for information that is confidential under state or federal law or otherwise exempt from the North Dakota open records law, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract, except for records that are confidential or exempt may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the open records law and to comply with STATE'S instructions on how to respond to the request.

Political Subdivisions and State Agencies:

CONTRACTOR and STATE are both independently responsible under the North Dakota open records law. Except for information that is confidential under state or federal law or otherwise exempt from the North Dakota open records law, STATE and CONTRACTOR must disclose to the public upon request any records received from each other. CONTRACTOR and STATE agree to contact the other immediately upon receiving a request for such information under state or federal law.

13. FORCE MAJEURE

CONTRACTOR will not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond CONTRACTOR'S reasonable control and CONTRACTOR gives notice to STATE immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

14. RENEWAL

This contract does not automatically renew.

15. SPOLIATION – NOTICE OF POTENTIAL CLAIMS

CONTRACTOR agrees to promptly notify STATE of all potential claims that arise or result from this contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

16. ATTORNEY FEES

In the event a lawsuit is instituted by STATE to obtain performance due of any kind under this contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE'S reasonable attorney fees and costs in connection with the lawsuit.

17. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

18. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to file all required reports, make required payroll deductions, and pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums in a timely manner. CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

19. ADVANCE PAYMENT

STATE will not make any advance payments before performance by CONTRACTOR under this contract.

20. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

Continuation of this Contract beyond June 30 of any odd numbered year is contingent on continued legislative appropriation of funds for the purposes of this Contract. If those appropriations are not forthcoming, STATE will notify CONTRACTOR as soon as possible and the Contract will terminate on June 30 of that year. STATE will neither be penalized nor incur any liability because of termination of the Contract as provided above.

21. TAXPAYER ID

CONTRACTOR'S federal employer ID number or social security number is: _____

22. EFFECTIVENESS OF CONTRACT

Contracts are not effective until fully executed by all parties

23. STATE AUDIT REQUIREMENTS:

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota Department of Health, North Dakota State Auditor or the Auditor's designee. CONTRACTOR will maintain all such records for at least three years following completion of this contract,

24. **FEDERAL AUDIT REQUIREMENTS**

The CONTRACTOR agrees that if the CONTRACTOR received more than $500,000 either directly or indirectly from all federal sources, and is subject to the provisions of the Single Audit Act Amendments of 1996 (P.L.104-156), the CONTRACTOR will submit a copy of the A133 audit upon its completion to the STATE. Organizations receiving less than $500,000 must have records available for review upon request of the STATE and/or Federal agency.

RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

Common Rule ___42. (b) requires supporting documentation be retained by your agency for a minimum of three years from the date of the last request for reimbursement of the contract period or until audit is completed and findings resolved. Common Rule__42. (e) allows the regulatory agencies, including Department of Health, timely and unrestrictive access to any pertinent supporting documentation.

25. CASH MANAGEMENT/ALLOWABLE COSTS/APPLICABLE REGULATIONS

The CONTRACTOR shall maintain accounting and project records that are sufficient to prepare required reports, track funds to level of expenditure, provide internal control by progress, provide budget control, assure allowable costs per the applicable Grant circulars (http://www.whitehouse.gov/omb/circulars) and the Codification of Government wide Grants Requirements (Common Rule) as found in the applicable Code of Federal Regulations: http://www.access.gpo.gov/nara/cfr/cfr-table-search.html listed below. Guidelines for Grant Award Financial Reporting are provided as a reference but are not inclusive of all reporting requirements.

State and Local Governments:
Circular A-87 Cost Principles for State/Local Government
Circular A-102 Administrative Requirements
Grants Management Common Rule:
- Dept. of Agriculture 7 CFR 3016
- Environmental Protection Agency 40 CFR 31
- Dept. of Health & Human Services 45 CFR 92
- Dept. of Justice 28 CFR 66
- Dept. of Transportation 49 CFR 18

Educational Institutions:
Circular A-21 Cost Principles for Educational Institutions
Circular A-110 Administrative Requirements
Codified Common Rule:
- Dept. of Agriculture 7 CFR 3019
- Environmental Protection Agency 40 CFR 30
- Dept. of Health & Human Services 45 CFR 74
- Dept. of Justice 28 CFR 70
- Dept. of Transportation 49 CFR 19

Non Profit Organizations:
Circular A-122 Cost Principles for Non Profit Organizations
Circular A-110 Administrative Requirements
Codified Common Rule:
- Dept. of Agriculture 7 CFR 3017
- Environmental Protection Agency 40 CFR 32
- Dept. of Health & Human Services 45 CFR 76
- Dept. of Justice 28 CFR 67
- Dept. of Transportation 49 CFR 29

26. CIVIL RIGHTS

The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, Executive Order 11246 and Executive Order 11375. In accordance with the aforementioned act, no person shall, on the grounds of race, color, national origin, age, disability, sex, or religion be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by federal funds.

27. DEBARMENT/SUSPENSION

The CONTRACTOR is advised that the signature on this form certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

28. PRO-CHILDREN ACT OF 1994

The CONTRACTOR agrees to comply with Public Law 103-227, Part C which states smoking should be prohibited in any indoor facility owned, leased, or contracted for and used for the routine or regular provision of health care, day care, or early childhood development services to children under the age of 18 where federally funded children's services are provided.

29. DRUG FREE

The CONTRACTOR certifies in accordance with C.F.R. 45 Part 76 that it will provide a drug-free workplace, or in case of an individual, certify that his or her conduct of grant activity will be drug-free.

30. SMOKE FREE

The CONTRACTOR will provide a smoke-free workplace and promote the nonuse of tobacco products in areas including office space, conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias and other public space.

31. ENERGY AND ENVIRONMENTAL CONSERVATION

CONTRACTOR must give preference, to the extent practicable and economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficient. (40CFR 30.44(a)).

32. RESOURCE CONSERVATION AND RECOVERY ACT

Section 6002 of the Resource Conservation and Recovery Act requires preference be given in procurement programs to the purchase of specific products containing recycled materials pursuant to the Environmental Protection Agency guidelines (40CFR Parts 247-253).

33. SEAT BELT USAGE

Executive Order 13043 of April 16, 1997 requires each federal agency to encourage CONTRACTORS and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

34. EQUIPMENT

The CONTRACTOR agrees that equipment purchased with federal funds and having an acquisition cost of $5,000 or more per unit is the property of the State of North Dakota. Such equipment shall remain on loan to the CONTRACTOR until such time of its replacement, transfer or disposal pursuant to the direction of the STATE.

35. POLITICAL ACTIVITY

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or part with federal funds.

36. RESTRICTIONS FOR LOBBYING

This award is subject to restrictions on the use of federal funds for lobbying of federal or state legislative bodies. Under the provisions of 31 U.S.C. Section 1352, recipients are prohibited from using appropriated federal funds for lobbying Congress or any federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. This includes grants/cooperative agreements that, in whole or in part, involve conferences for which federal funds cannot be used directly or indirectly to encourage participants to lobby or to instruct participants on how to lobby.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for subgrant, contract under grants or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the CONTRACTOR certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

Public Law No.104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or “grass roots” lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or “grass roots” lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures.

No part of any funding may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

37. <u>RELIGIOUS ACTIVITY</u>

The CONTRACTOR will comply with the applicable provisions of 45 C.F.R. Parts 74, 87, 92 and 96 regarding equal treatment for faith-based organizations.

38. TRAFFICKING IN PERSONS (APPLICABLE TO PRIVATE ENTITY)

Prohibition Statement—You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

I hereby certify that our agency has agreed upon the above conditions applicable to funding received through all contracts issued by the STATE and will ensure all program managers are aware of and will comply with the requirements. I also certify that the person(s) responsible for authorizing, expending or accounting for grant funds will be provided access to the circulars and grant requirements as specified in Section 25 above.

If the CONTRACTOR has contract(s) in place that extend past June 30, 2009, CONTRACTOR agrees that this requirement form will become a part of the contract(s).

CONTRACTOR

BY:_____

TITLE:_____

DATE:_____

For questions regarding Contract Requirements contact:

Karen Haas
North Dakota Department of Health
Division of Accounting
701.328.3325
khaas@nd.gov

Budget Proposal for Pediatric Education for Southeast Region

BUDGET CATEGORY	
Personnel	
Fringe Benefits	
Travel	
Supplies	
Equipment	
Other -- ***Please itemize***	
Total	**$ -**