

**Alabama Department of Public Health
Center for Emergency Preparedness
Request for Proposals
Medical Questionnaire Review and Respirator Use Determination
AMENDED October 30, 2015

**** Changes in Bold and Uppercase**

I. Overview and Purpose

The Alabama Department of Public Health (ADPH) Center for Emergency Preparedness (CEP) is accepting Request for Proposals (RFP) from licensed physicians to determine the ability of ADPH employees to wear a respirator. The physician will review submitted Occupational Health and Safety (OSHA) 1910.134 Respiratory Protection Standard Medical Questionnaires (Attachment A) and determine if the employee submitting the information is medically *cleared, not cleared, or cleared with limitations* to wear a N95 respirator during an emergency or disaster response. It is possible that up to 1,100 reviews (estimated 100 reviews per public health area) will be needed. ****THE PHYSICIAN WILL FOLLOW UP WITH THE EMPLOYEE FOR POSITIVE RESPONSES IN PART A, SECTION 2 QUESTIONS 1-9 AND AS NEEDED** to determine if a respirator can safely be worn; however, ADPH will not pay for additional testing or further evaluation. Any referrals for follow up medical care, if indicated, based on the medical questionnaire, should be communicated directly to the employee. A written statement (Attachment B) of the physician's determination must be submitted within seven business days to ADPH.

Funding to review the medical questionnaires is from the Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness (PHEP) Ebola Supplemental Grant which began April 1, 2015, and ends September 30, 2016. Services would begin after the execution of a completed contract with the chosen physician (s) and end July 30, 2016. The maximum amount of funds available is \$75,000.00.

II. Eligible Applicants

- Physician currently licensed in Alabama with knowledge and experience with the OSHA 1910.134 Respiratory Standard requirements.
- Board certification in Occupational Medicine preferred.
- Physician services must be ongoing and must have been providing services on an ongoing basis for more than one (1) year.

Awardees must:

- Be able to provide E-Verify information; complete a W-9 form, Federal Funding Accountability and Transparency Act (FFATA) form, and a Certificate of Compliance (COC) to ADPH.
- Provide evidence of malpractice insurance.

- Have a secure fax capability to accept OSHA Respiratory Questionnaires from employees.
- Contact employee at numbers provided for any positive response to questions number ****1-9 IN PART A, SECTION 2** of the questionnaire or if additional information is needed to make determination on employee's ability to wear a respirator.
- Provide a contact number for employees to call to speak with the physician should they (the employee) have questions or want to speak with the physician about their questionnaire.
- Provide ADPH contact a written statement (Attachment B) on each employee's ability to use a N95 respirator based on medical questionnaire findings and discussion with employee, if applicable.
- Submit the written statement within five business days of receiving questionnaire information from employee.
- Send a monthly report to ADPH contact to include: name of employee whose questionnaire was reviewed, date of service, and the public health area where the employee is based (Attachment C). The report will serve as supporting documentation for invoices.
- Maintain questionnaires as per industry standards.
- Use forms and formats provided by ADPH for invoices, reports and other documentation.
- Quote a fee per questionnaire review and written statement.

III. Budget Requirements

Use of Funds

Funds will be used to pay for the review of medical questionnaires and written statement for respiratory use as outlined above. Activities will commence within 30 days after execution of the contract with the ADPH.

Contract funds can be used for:

- Agreed upon fee for each questionnaire reviewed and the written statement/determination

Grant funds MAY NOT be used for:

- Research
- Patient clinical care
- Personal health services, medications, medical care, or other costs associated with the medical management
- Construction
- Promotional items such as t-shirts, pens, etc.
- The purchase of furniture or equipment
- The purchase of food
- Honorariums

- Fundraising initiatives
- Office supplies
- Salary
- Travel

IV. Reporting Requirements

Written statements must be provided within seven business days of receiving the questionnaire from the employee to the ADPH contact.

Complete and submit to ADPH contact detailed monthly reporting requirements (Attachment C).

V. Contractual and Reimbursement Requirements

State of Alabama laws, rules, and regulations specifically govern the format and all other requirements of contracts between State agencies and vendors. Vendor agrees to abide by all State of Alabama laws, rules, regulations and requirements pertaining to contracts between vendor and State of Alabama agencies. Contractual requirements and negotiations specifically detailing the responsibility of the vendor and ADPH will be provided by ADPH's office of General Counsel as appropriate. See sample contract (Attachment D).

Reimbursement under a contract shall be made upon submission by vendor of an invoice in a format acceptable to ADPH and the State of Alabama, Department of Finance. Funds expended under a contract shall be in accordance with the services specified by the contract, and any changes must meet the approval of ADPH.

Services cannot be subcontracted.

Vendor is not eligible and cannot be compensated under this contract for any other expenses or costs other than those detailed in contract.

VI. Final Authority

The State Health Officer is ADPH's final authority on all requests for purchases and contractual services.

Approval by the State Finance Director and the Governor of Alabama are necessary for State of Alabama contractual agreements.

VII. Administration Requirements

Deadline for Submission:

Proposals must be received in the Center for Emergency Preparedness by close of business December 1, 2015. The mailing address is:

Alabama Department of Public Health
Center for Emergency Preparedness
Attention: Alice B. Floyd, BSN, RN, COHN-S
P. O. Box 303017
Montgomery, AL 36130 -3017

Technical Assistance

Applicants requiring technical assistance should email Alice Floyd at alice.floyd@adph.state.al.us

RFP Terms and Conditions

ADPH reserves the right to:

Alter, amend, or modify provisions of this RFP.

Adjust or correct cost figures with the concurrence of the applicant if an error exists and can be documented to the satisfaction of the ADPH.

Negotiate with the applicants responding to the RFP to serve the best interests of ADPH and the State of Alabama.

Modify the detail specifications should none of the proposals received meet all of the stated requirements.

If ADPH is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, ADPH may begin negotiations with the next qualified applicant(s) to serve and realize the best interest of the State of Alabama.

Project Duration and Start Date

Applicants will be notified in writing of a selected/non-selected proposal after December 15, 2015. The projected date for services is January 1, 2016 through July 30, 2016.

VIII. Proposal Content and Format

Please provide the following information in the order listed:

1. Applicant Information (Attachment E)
2. Relevant work experience (include years of experience and number of patients seen/evaluated for this service) (Attachment F)
3. Description of Services (Attachment G)
4. Proposed Fee (Attachment H)

IX. Completing the Proposal

The total pages should not exceed 6 pages (not including appendices and vita). Pages must be typed, double-spaced, and 12-point font. Four copies of the proposal should be provided. All proposals should be complete and must convey all the information requested by ADPH. If significant errors are found in the proposal, or if the proposal fails to conform to the essential requirements of the RFP, ADPH will determine whether that variance is significant enough to warrant the rejection of the proposal. Proposals from multi-physician practices must include information for each physician who will potentially review questionnaires.

X. Grant and Award Criteria

Each RFP submitted will be reviewed using a two-tiered process. Upon receipt of the RFP, ADPH staff will check proposal for required components. Incomplete proposals will not advance through the review process. Request for Proposals that meet requirements will go through the second tier of the review process. A panel consisting of ADPH professionals who have knowledge about responder safety issues will score proposals on the following criteria:

- Applicant Information Page (5 points)
- Meets eligibility requirements (10 points)
- Relevant work experience (40 points)
- Proposed plan to complete services specified in RFP (10 points)
- Fee per determination with written statement (35 points)

Proposals will be placed in rank order. The panel members will review the proposals and total the scores based on the points allowed per category. Knowledge and experience with occupational medicine and the OSHA respiratory standard will have importance in the review therefore the vendor with the lowest proposed quote may not be chosen as the vendor.



Respirator Questionnaire

To the employee:

Your employer must allow you to answer this questionnaire during normal working hours, or at a time and place that is convenient to you. To maintain your confidentiality, your employer or supervisor must not look at or review your answers, and your employer must tell you how to deliver or send this questionnaire to the physician who will review it.

Part A. Section 1. (Mandatory) The following information must be provided by every employee who has been selected to use any type of respirator (please print).

1. Today's date: _____
2. Your name: _____
3. Your age (to nearest year): _____
4. Sex (circle one): Male/Female
5. Your height: _____ ft. _____ in.
6. Your weight: _____ lbs.
7. Your job title: _____
8. County & Area you work in: _____ / _____
County Area
9. A phone number where you can be reached by the Physician reviews this questionnaire (include the Area Code): _____
10. The best time to phone you at this number: _____
11. Has your employer told you how to contact the Physician who will review this questionnaire (circle one): Yes/No
12. Check the type of respirator you will use (you can check more than one category):
 - a. _____ N, R, or P disposable respirator (filter-mask, non-cartridge type only).
 - b. _____ Other type (for example, half- or full-facepiece type, powered-air purifying, supplied-air, self-contained breathing apparatus).

13. Have you worn a respirator (circle one): Yes/No

If "yes," what type(s): _____

Part A. Section 2. (Mandatory) Questions 1 through 9 below must be answered by every employee who has been selected to use any type of respirator (please circle "yes" or "no").

1. Do you *currently* smoke tobacco, or have you smoked tobacco in the last month: Yes / No

2. Have you *ever had* any of the following conditions?

a. Seizures: Yes / No

b. Diabetes (sugar disease): Yes / No

c. Allergic reactions that interfere with your breathing: Yes No

d. Claustrophobia (fear of closed-in places): Yes / No

e. Trouble smelling odors: Yes / No

3. Have you *ever had* any of the following pulmonary or lung problems?

a. Asbestosis: Yes / No

b. Asthma: Yes / No

c. Chronic bronchitis: Yes / No

d. Emphysema: Yes / No

e. Pneumonia: Yes / No

f. Tuberculosis: Yes / No

g. Silicosis: Yes / No

h. Pneumothorax (collapsed lung): Yes / No

i. Lung cancer: Yes / No

j. Broken ribs: Yes / No

k. Any chest injuries or surgeries: Yes / No

l. Any other lung problem that you've been told about: Yes / No

4. Do you *currently* have any of the following symptoms of pulmonary or lung illness?

a. Shortness of breath: Yes / No

- b. Shortness of breath when walking fast on level ground or walking up a slight hill or incline: Yes / No
- c. Shortness of breath when walking with other people at an ordinary pace on level ground: Yes / No
- d. Have to stop for breath when walking at your own pace on level ground: Yes / No
- e. Shortness of breath when washing or dressing yourself: Yes / No
- f. Shortness of breath that interferes with your job: Yes / No
- g. Coughing that produces phlegm (thick sputum): Yes / No
- h. Coughing that wakes you early in the morning: Yes / No
- i. Coughing that occurs mostly when you are lying down: Yes / No
- j. Coughing up blood in the last month: Yes / No
- k. Wheezing: Yes / No
- l. Wheezing that interferes with your job: Yes / No
- m. Chest pain when you breathe deeply: Yes / No
- n. Any other symptoms that you think may be related to lung problems: Yes / No
5. Have you *ever had* any of the following cardiovascular or heart problems?
- a. Heart attack: Yes / No
- b. Stroke: Yes / No
- c. Angina: Yes / No
- d. Heart failure: Yes / No
- e. Swelling in your legs or feet (not caused by walking): Yes / No
- f. Heart arrhythmia (heart beating irregularly): Yes / No
- g. High blood pressure: Yes / No
- h. Any other heart problem that you've been told about: Yes / No
6. Have you *ever had* any of the following cardiovascular or heart symptoms?
- a. Frequent pain or tightness in your chest: Yes / No
- b. Pain or tightness in your chest during physical activity: Yes / No
- c. Pain or tightness in your chest that interferes with your job: Yes / No
- d. In the past two years, have you noticed your heart skipping or missing a beat: Yes / No

- e. Heartburn or indigestion that is not related to eating: Yes / No
- d. Any other symptoms that you think may be related to heart or circulation problems: Yes / No
7. Do you *currently* take medication for any of the following problems?
- a. Breathing or lung problems: Yes / No
- b. Heart trouble: Yes / No
- c. Blood pressure: Yes / No
- d. Seizures: Yes / No
8. If you've used a respirator, have you *ever had* any of the following problems?
- (If you've never used a respirator, check the following space and go to question 9:) _____
 never used a respirator
- a. Eye irritation: Yes / No
- b. Skin allergies or rashes: Yes / No
- c. Anxiety: Yes / No
- d. General weakness or fatigue: Yes / No
- e. Any other problem that interferes with your use of a respirator: Yes / No
9. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire: Yes / No

Required N 95 use ADPH:

- Medical Needs Shelter Teams provide assistance to patients needing assistance with healthcare after a disaster. The environment may be austere. The team works 12 hour shifts. The N95 may be required if a patient, caregiver, family member or partner agency presents with a potentially infectious condition where more than droplet precautions (surgical masks) are indicated.
- Level II (no skin exposure) personal protective equipment for potential Ebola Virus Disease exposure

Completion of this section of the form is voluntary.

Questions 10 to 15 below must be answered by every employee who has been selected to use either a full-facepiece respirator or a self-contained breathing apparatus (SCBA). For employees who have been selected to use other types of respirators, **answering these questions is voluntary.**

10. Have you *ever lost* vision in either eye (temporarily or permanently): Yes / No
11. Do you *currently* have any of the following vision problems?
- a. Wear contact lenses: Yes / No
 - b. Wear glasses: Yes / No
 - c. Color blind: Yes / No
 - d. Any other eye or vision problem: Yes / No
12. Have you *ever had* an injury to your ears, including a broken ear drum: Yes / No
13. Do you *currently* have any of the following hearing problems?
- a. Difficulty hearing: Yes / No
 - b. Wear a hearing aid: Yes / No
 - c. Any other hearing or ear problem: Yes / No
14. Have you *ever had* a back injury: Yes / No
15. Do you *currently* have any of the following musculoskeletal problems?
- a. Weakness in any of your arms, hands, legs, or feet: Yes / No
 - b. Back pain: Yes / No
 - c. Difficulty fully moving your arms and legs: Yes / No
 - d. Pain or stiffness when you lean forward or backward at the waist: Yes / No
 - e. Difficulty fully moving your head up or down: Yes / No
 - f. Difficulty fully moving your head side to side: Yes / No
 - g. Difficulty bending at your knees: Yes / No
 - h. Difficulty squatting to the ground: Yes / No
 - i. Climbing a flight of stairs or a ladder carrying more than 25 lbs: Yes / No
 - j. Any other muscle or skeletal problem that interferes with using a respirator: Yes / No

Part B - Any of the following questions, and other questions not listed, may be added to the questionnaire at the discretion of the health care professional who will review the questionnaire.

1. In your present job, are you working at high altitudes (over 5,000 feet) or in a place that has lower than normal amounts of oxygen: Yes / No

If "yes," do you have feelings of dizziness, shortness of breath, pounding in your chest, or other symptoms when you're working under these conditions: Yes / No

2. At work or at home, have you ever been exposed to hazardous solvents, hazardous airborne chemicals (e.g., gases, fumes, or dust), or have you come into skin contact with hazardous chemicals: Yes / No

If "yes," name the chemicals if you know them: _____

3. Have you ever worked with any of the materials, or under any of the conditions, listed below:

a. Asbestos: Yes / No

b. Silica (e.g., in sandblasting): Yes / No

c. Tungsten/cobalt (e.g., grinding or welding this material): Yes / No

d. Beryllium: Yes / No

e. Aluminum: Yes / No

f. Coal (for example, mining): Yes / No

g. Iron: Yes / No

h. Tin: Yes / No

i. Dusty environments: Yes / No

j. Any other hazardous exposures: Yes / No

If "yes," describe these exposures: _____

4. List any second jobs or side businesses you have: _____

5. List your previous occupations: _____

6. List your current and previous hobbies: _____

7. Have you been in the military services? Yes / No

If "yes," were you exposed to biological or chemical agents (either in training or combat): Yes / No

8. Have you ever worked on a HAZMAT team? Yes / No

9. Other than medications for breathing and lung problems, heart trouble, blood pressure, and seizures mentioned earlier in this questionnaire, are you taking any other medications for any reason (including over-the-counter medications): Yes / No

If "yes," name the medications if you know them: _____

10. Will you be using any of the following items with your respirator(s)?

a. HEPA Filters: Yes / No

b. Canisters (for example, gas masks): Yes / No

c. Cartridges: Yes / No

11. How often are you expected to use the respirator(s) (circle "yes" or "no" for all answers that apply to you)?:

a. Escape only (no rescue): Yes / No

b. Emergency rescue only: Yes / No

c. Less than 5 hours *per week*: Yes / No

d. Less than 2 hours *per day*: Yes / No

e. 2 to 4 hours per day: Yes / No

f. Over 4 hours per day: Yes / No

12. During the period you are using the respirator(s), is your work effort:

a. *Light* (less than 200 kcal per hour): Yes / No

If "yes," how long does this period last during the average shift: _____ hrs. _____ mins.

Examples of a light work effort are *sitting* while writing, typing, drafting, or performing light assembly work; or *standing* while operating a drill press (1-3 lbs.) or controlling machines.

b. *Moderate* (200 to 350 kcal per hour):

Yes / No

If "yes," how long does this period last during the average shift: _____ hrs. _____ mins.

Examples of moderate work effort are *sitting* while nailing or filing; *driving* a truck or bus in urban traffic; *standing* while drilling, nailing, performing assembly work, or transferring a moderate load (about 35 lbs.) at trunk level; *walking* on a level surface about 2 mph or down a 5-degree grade about 3 mph; or *pushing* a wheelbarrow with a heavy load (about 100 lbs.) on a level surface. c. *Heavy* (above 350 kcal per hour):

Yes / No

If "yes," how long does this period last during the average shift: _____ hrs. _____ mins.

Examples of heavy work are *lifting* a heavy load (about 50 lbs.) from the floor to your waist or shoulder; working on a loading dock; *shoveling*; *standing* while bricklaying or chipping castings; *walking* up an 8-degree grade about 2 mph; climbing stairs with a heavy load (about 50 lbs.).

13. Will you be wearing protective clothing and/or equipment (other than the respirator) when you're using your respirator:

Yes / No

If "yes," describe this protective clothing and/or equipment: _____

14. Will you be working under hot conditions (temperature exceeding 77 deg. F):

Yes / No

15. Will you be working under humid conditions:

Yes / No

16. Describe the work you'll be doing while you're using your respirator(s):

17. Describe any special or hazardous conditions you might encounter when you're using your respirator(s) (for example, confined spaces, life-threatening gases):

18. Provide the following information, if you know it, for each toxic substance that you'll be exposed to when you're using your respirator(s):

Name of the first toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

Name of the second toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

Name of the third toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

The name of any other toxic substances that you'll be exposed to while using your respirator:

19. Describe any special responsibilities you'll have while using your respirator(s) that may affect the safety and well-being of others (for example, rescue, security): _____

Attachment B – (Physician’s) Written Statement

PROTECTIVE MASK (N95 RESPIRATOR) USE

Employee _____

Public Health Area _____

Based on review of the submitted medical questionnaire, the employee listed above:

_____ is cleared to use an N95 respirator (no limitations).

_____ is NOT cleared to use an N95 respirator.

_____ is cleared with limitations listed below

Physician’s Signature

Date of review

My signature indicates that the employee’s questionnaire from the CFR 1910.134 Respiratory Standard was reviewed by me and the determination for respirator use was made without examining the employee.

**CONTRACT
BETWEEN
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
AND
(Provider Name)- ALL CAPS and Bold**

This Contract entered into by and between **The Alabama Department of Public Health**, hereinafter, “**Department**,” and (Contractor’s Name)- **Bold** hereinafter “**Contractor**,” is effective (Effective Date) and terminates (Termination Date).

WHEREAS, the purposes of this Contract are to Purpose of Contract (Insert GENERAL “overview” of the purpose this Contract)

WHEREAS, funding for activities performed under this Contract was provided by the Alabama Department of Public Health, (Bureau or County) through a cooperative agreement with the (Federal Grantee), being grant number (Grant Number), (Grant Name) for budget period (Grant Period). The program was authorized through the following Acts: (Acts through which the program was authorized)

WHEREAS, this Contract is entered into following a request for proposal process in accordance with Code of Ala. 1975, § 41-16-72.

NOW THEREFORE, in consideration of the mutual covenants herein below specified and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

Contractor will fully comply with the request for proposal, Contractor’s proposal, Department’s acceptance thereof and the plan or scope of work, a copy of which is attached hereto and incorporated herein by reference when required.

(Insert here the Department shall:

- 1..... (insert specific tasks for the Department to complete use as many bullets/numbers as needed
- 2.....
- 3.....

The Contractor shall:

- 1..... (insert specific tasks for the Contractor to complete
- 2.....
- 3.....)

Under no circumstances shall the maximum amount payable under this Contract exceed \$ (Max Amount do not exceed) for the Contract period.

BEASON- HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

OFFICE OF INSPECTOR GENERAL EXCLUSION PROVISION. Section 6501 of the Patient Protection and Affordable Care Act ("PPACA") regarding exclusions from federal health care programs took effect on January 1, 2011. This Section of PPACA amends the Social Security Act to provide that State Medicaid agencies must exclude or terminate from participation any individual or entity excluded from participating in any Federal healthcare program, such that, if an individual or entity is excluded or terminated by Medicare or by Medicaid in any state, that individual or entity must be excluded from all other states' Medicaid programs.

Pursuant to that provision, if the Contractor is entering into this agreement for a federal health care program, Contractor agrees to screen all employees and subcontractors against the OIG list of excluded individuals and entities upon engagement and at least monthly. *This includes screening of former names and variations of names*

CLOSEOUT CLAUSE. Contractor acknowledges that under the terms of the grant received by the Department from Federal sources including general Federal grants practices and procedures, the Contractor herein must submit all invoices or other demands for payment hereunder by a date which allows the Department to finalize and submit a financial status report to the granting Federal agency. For purposes of this Contract, that date is (Invoice closeout date). Invoices or demands for payment received after that date for work and labor performed cannot be paid and are forfeit.

DISCRIMINATION CLAUSE. Contractor will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex, or disability, as defined in the above laws and regulations. Contractor shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

GOVERNOR'S PRORATION CLAUSE. It is agreed that the Department may terminate this Contract by giving thirty (30) days written notice to Contractor should the Governor of Alabama declare proration of the fund from which payment under this Contract is to be made. This termination for cause is supplemental to other rights the Department may have under this Contract or otherwise to terminate this Contract.

TERMINATION CLAUSE. This Contract may be terminated by either party by giving thirty (30) day written notice to the other party.

AMENDMENT CLAUSE. This Contract may be amended only by mutual agreement in writing, signed by Department and Contractor, and processed through and approved by all necessary authorities.

STANDARD OF PRACTICE CLAUSE. Contractor agrees to observe and comply at all times with all Federal and State laws and rules in effect during the term of this Contract which in any manner affect performance under this Contract. Contractor agrees to perform services consistent with customary standard of practice and ethics in the profession.

ASSIGNMENT CLAUSE. The rights, duties, and obligations arising under the terms of this Contract shall not be assigned by any of the parties hereto without the written consent of all other parties.

ENTIRE AGREEMENT CLAUSE. This Contract contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting this Contract that have not been incorporated herein or attached hereto.

SEVERABILITY CLAUSE. Each provision of this Contract is intended to be severable. If any term or provision of this Contract is illegal or invalid for any reason whatsoever, said illegality or invalidity shall not affect the legality or validity of the remainder of this Contract.

HEADINGS CLAUSE. Headings in this Contract are for convenient reference only and shall not be used to interpret or construe the provisions of this Contract.

DO NOT WORK CLAUSE. Contractor acknowledges and understands that this Contract is not effective until it has received all requisite State government approvals and Contractor shall not begin performing work under this Contract until notified to do so by the Department. Contractor is entitled to no compensation for work performed prior to the effective date of this Contract.

EMERGENCY CANCELLATION CLAUSE. Notwithstanding any other provision of this Contract, upon the issuance of a Declaration of Financial Necessity by the State Health Officer, this Contract may be canceled immediately upon notice of such cancellation being

given in writing to the Contractor. Notwithstanding such cancellation, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

FINANCIAL NECESSITY CLAUSE. All terms and conditions of this Contract notwithstanding, the parties agree that upon the issuance of a Declaration of Financial Necessity by the State Health Officer, the maximum amount payable under this Contract may be unilaterally reduced by the Department to an appropriate amount to be determined by the Department upon notice of such being given in writing to the Contractor. Notwithstanding such reduction, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

DEBT OF STATE CLAUSE. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama of 1901, as amended by Amendments Number 26. It is further agreed that if any provision of this Contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this Contract shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

DISPUTES. For any and all disputes arising under the terms of this Contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through mediators approved by the State of Alabama or where appropriate, private mediators

MERIT SYSTEM CLAUSE. Contractor shall not be entitled to receive any benefits under this Contract that merit system employees receive by virtue of their status or employment, nor may Contractor nor any of its officers, agents, servants or employees be employed as a merit system employee during the term of this Contract. Any such employment automatically voids this Contract.

HOLD HARMLESS CLAUSE. Contractor hereby indemnifies and holds harmless the State of Alabama and the Department and their officers, agents, servants, and employees from any and all claims arising out of acts or omissions committed by the Contractor or any Subcontractor, agent, servant or employee of Contractor while in performance hereunder.

FUND APPROPRIATION CLAUSE. It is agreed that the Department may terminate this Contract by giving thirty (30) days written notice to Contractor should the Legislature of Alabama fail to appropriate funds for the continued payment of this Contract. This

termination for cause is supplemental to any other rights Department may have under this Contract or otherwise to terminate this Contract.

TOBACCO SMOKE CLAUSE. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, 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 does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one-thousand dollars (\$1000) per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Contractor certifies that it will comply with the requirements of the Act.

The Contractor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all Subcontractors shall certify accordingly.

LOBBYING CLAUSE. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 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 grant, 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.

(2) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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 ten-thousand dollars (\$10,000) and not more than one-hundred-thousand dollars (\$100,000) for each such failure.

DEBARMENT, SUSPENSION CLAUSE. For the purposes of this clause, “prospective lower tier participant” or “lower tier participant” refers to the Contractor.)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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 and in all solicitations for lower tier covered transactions.

7. 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 Nonprocurement Programs.

8. 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.

9. Except for transactions authorized under sub-paragraph 5 above, 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. Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions

(1) 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 or agency.

(2) 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.

RECORD RETENTION. The Contractor is aware that it must retain all records pertinent to expenditure incurred under this Contract for a period of three (3) years after the termination of all activities funded under this Contract. Records for any displaced person must be kept three (3) years after he/she has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, plus the current year whichever occurs later. See Department of Public Examiners for their record retention policy.

AVAILABILITY OF FINANCIAL STATEMENTS. All records and financial statements, to include a copy of the independent audit report, shall be made available to authorized personnel from the State or Federal Program Office, the Examiners of Public Accounts or their representatives, for audit and inspection purposes.

Where there is an apparent conflict among the Contract documents which cannot be resolved by interpretation, this document controls.

Contractor:
(Company Name)

Alabama Department of Public Health
This Contract has been reviewed as to content

Signed: _____
(Contractor's Name)

Signed: _____
(Bureau Director/Area Admin)

Date: _____

Date: _____

Address:
(Company Address
(Second Address Line
(City, State, Zip)

APPROVED:
Alabama Department of Public Health

Telephone: (Telephone
Fax: (Fax Number)

Signed: _____
Donald E. Williamson, M.D.
State Health Officer

*Contractor please type or print your
email address: (Email Address)*

Date: _____

Social Security or FEIN:
(SS# or FEIN#)

APPROVED:
State of Alabama

Signed: _____
Robert Bentley, Governor

Attachment E - Applicant Information

Note: Multi-physician practices must include information for each physician who will potentially review questionnaires. Add additional lines as needed.

1. Name of Physician(s) and provider number(s).

2. Practice/Organization Tax ID Number:

3. Practice/Organization Mailing Address and Physical Address:

4. Practice/Organization Telephone Number and SECURE Fax Number:

5. Name, title, contact information, and signature for Contact Person:

Signature: _____

6. Name, title, contact information, and signature of Physician(s) performing requested service – add additional lines if needed

Signature: _____

7. Name, title, contact information, and signature of organization's chief executive officer

Signature: _____

8. Name, contact information, and signature of organization's chief financial officer:

Signature: _____

Attachment F - Relevant Work Experience

Note: Multi-physician practices must include information for each physician who will potentially review questionnaires

Please attach a curriculum vita for Physician(s)
(Include years of experience and number of patients seen/evaluated for this service)

Attachment – G Description of Services

Provide specific information on vendor's plan to accomplish services requested in this RFP.

Attachment H - Proposed Fee

Budget Proposal	
Fee for each questionnaire review and written statement for N95 respirator use	\$