

Request for Proposal

OKPCA Community Health Worker Training

Oklahoma Primary Care Association (OKPCA), the statewide trade association for federally qualified health centers (FQHCs), is seeking bids to provide training to current and prospective community health workers (CHWs) employed by FQHCs and other safety-net providers. Today, there are twenty-one FQHCs based in Oklahoma and two health centers based in other states with locations in Oklahoma. Together, they comprise over 180 sites serving more than 350,000 Oklahomans. FQHCs serve patients who are disproportionately low-income, served best in a language other than English, and medically complex relative to the general population.

OKPCA receives the bulk of its funding from the Health Resources and Services Administration (HRSA) funding for primary care associations to support FQHCs through training and technical assistance. The funding for this opportunity comes through the Oklahoma State Department of Health by way of an appropriation from the Oklahoma Legislature of State and Local Fiscal Recovery Funding (SLFRF) made available by the American Rescue Plan Act. This CHW training will support individuals and communities that were disproportionately impacted by COVID-19 due to existing health disparities.

OKPCA has conducted two cohorts of CHW training to date. We are seeking to build on our successes while ensuring that the training modality (virtual or hybrid in-person and virtual) meets their needs.

Timeline:

- Re-release of RFP: September 4, 2024
- Questions Due: September 13, 2024
 - Questions must be received in writing and directed to <u>cheit@okpca.org</u>. Any material questions that are received will be responded to in writing with copies provided to all of the potential RFP respondents.
- Proposal Submission Deadline: October 18, 2024
- Interviews: October 21-25, 2024
- Selection Notice: October 29, 2024
- Cohorts 1 & 2: November 1, 2024 May 31, 2025

Background Information:

Community Health Workers (CHWs) fill vitally important roles at FQHCs. Called by many titles—care coordinators, outreach workers, *promotores*, community health representatives, patient navigators, and more—enabling staff at FQHCs are typically non-clinical members of the care team that engage patients in their medical care but also connect them with social supports that address social drivers of health like transportation, food insecurity, and language barriers. CHWs often share similar cultural backgrounds and lived experiences with underserved patients and provide a vital link between patients and their primary care providers.

Terms:

These Bidder Instructions are not part of the Contract; however, compliance with these Instructions is material to the determination of whether a Bid is responsive. Terms, requirements and specifications may be stated or phrased differently than in a previous solicitation irrespective of past interpretations, practices or customs. Bid requirements are altered only by written Amendment and verbal communications from any source whatsoever are of no effect. In no event shall the Bidder's failure to read and understand a term, condition or requirement in any of the documents provided by OKPCA constitute grounds for a claim after award of the Contract.

Unless otherwise provided in Section Four of a Bidder's response, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all State terms and conditions relating to the Contract. Upon award of a contract, such terms and conditions, as may be amended by the Bid after negotiation, shall become contractual obligations between the parties.

A Bid shall be submitted solely via email to cheit@okpca.org. Please note that it is possible a Bidder's email system may have limitations on the size of outgoing email attachments and plan accordingly for the entire bid to be received by the Bid Response Due Date and Time. In person, commercial carrier or facsimile submittals shall not be accepted. The subject line of the email Bid shall contain the following: Attention: CHW Training RFP Submission.

Except as requested by OKPCA, a Bid may not be changed after the Bid Response Due Date and Time. If the Bidder needs to change a submitted Bid prior to the Bid Response Due Date and Time, the Bidder shall withdraw the originally submitted Bid and a new Bid shall be submitted to OKPCA by the Bid Response Due Date and Time in accordance with Section 9 and include the following statement on the superseding Bid cover page: "THIS BID SUPERSEDES THE BID PREVIOUSLY SUBMITTED" AND "SUPERSEDING BID" MUST APPEAR IN THE SUBJECT LINE OF THE EMAIL.

A properly completed invoice must be submitted to finance@okpca.org within 30 days of the end of the month in which services were delivered or products provided and include the following items:

- a. name, address, and FEI number of the Supplier;
- b. invoice date;
- c. period covered by invoice;
- d. purchase order number;
- e. any other data, reports, information or documentation required by other conditions of the contract;
- f. detail of the services provided and be in accordance with the terms and conditions of this agreement; and
- g. For invoices involving payment for the Supplier's time, the Supplier and any approved subcontractor shall maintain Personnel Activity Reports (PARs) on all employees reimbursed in whole or in part by this contract. PARs must be completed in accordance with the Federal Cost Principles applicable to the Supplier's specific entity type found at 2 CFR Part 200.430, 45 CFR Part 75, and 7 CFR Part 3016, among others. The invoice must be signed and contain the



following statement: "By my signature I attest that this invoice is an accurate and true representation of my time in relation to the services provided to OKPCA."

As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- a. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81;
- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- c. Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
- d. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- e. Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 C.F.R. part 93;
- f. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
- g. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F § 200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
- h. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify; and
- i. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.

Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of OKPCA which may be withheld at OKPCA's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide OKPCA and all affected parties with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected OKPCA to perform payment obligations without any delay caused by the assignment. Sole Source contracts shall not be assigned or delegated.

Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of



all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give OKPCA and all affected parties prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

The Supplier is not permitted to utilize subcontractors in support of the Contract. All payments under the Contract shall be made directly to the Supplier, except in the case of the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor. Rights and obligations of OKPCA under the terms of this Contract may be assigned or transferred, at no additional cost, to other State entities

Notwithstanding anything to the contrary in any Contract Document, OKPCA may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the OKPCA of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Supplier certain obligations are terminated shall be refunded.

OKPCA's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

Supplier may terminate the Contract if (i) it has provided OKPCA with written notice of material breach and (ii) OKPCA fails to cure such material breach within thirty (30) days of receipt of written notice. OKPCA may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.



OKPCA may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of OKPCA and detrimental to OKPCA or to cause a condition precluding the thirty (30) day notice or (iii) when OKPCA determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a OKPCA's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

OKPCA may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in OKPCA's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the bid.

Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any



other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

By signing the contract, the Supplier attests and assures that no employee or any of its principals performing hereunder:

- a) are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- b) have, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers;

or, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

- c) have, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State or local entity; nor,
- d) are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

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The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to OKPCA Purchasing Director if the certification becomes erroneous due to changed circumstances.

Proposal Specifications:

While Oklahoma does not have an official certification program for CHWs, and although they are not often reimbursable members of the care team, OKPCA recognizes the importance of these staff types and is requesting proposals from training vendors to provide hybrid, in-person and virtual training opportunities for two cohorts of CHW trainees. This funding is available through OKPCA through State and Local Fiscal Recovery Funds made available through OKPCA Legislature. As such, it is important that these trainings meet the objectives of this funding:

- a. Provide education to current and future CHWs on the principles of care management, health risk assessments, and screening tools;
- b. Develop CHW skillsets to include motivational interviewing and an understanding of health equity;
- c. Assess CHWs' knowledge and applied skills through a competency assessment following the training.

We expect to host two cohorts of approximately 20-25 CHWs, but are amenable to proposals that would train fewer CHWs through more intensive trainings and follow-up. We have funding available to provide stipends to CHWs that successfully complete the program. OKPCA anticipates hosting two days of inperson training for participants followed by several weeks of part-time, virtual training, but we are open to bids that propose a different format. We understand that this training could possibly be combined with existing state opportunities for apprenticeships and are interested in proposals that address sustainability for these positions in the future. OKPCA will work with the Supplier to organize trainings, which are to occur by the end of Q2 2025.

Our budget is \$50,900, which is all-inclusive of travel, training delivery, and supplies. We will also provide stipends to participants who complete the CHW training.

Amendments:

Any Amendment shall be set forth at the same online link as the Solicitation. It is the Bidder's responsibility to check OKPCA's website frequently for any possible Amendments that may be issued. OKPCA is not responsible for the Bidder's failure to download any amendment documents required to complete a Bid.

Bid Structure:

A cover letter or executive summary are not required. The Bid will be evaluated using a lowest and best as an all or none criteria, based on the following:

a. Ability to Meet Requirements



b. Cost and Price

Questions:

OKPCA reserves the right, at its sole discretion, to request clarifications of Bid information or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussion shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall submit such clarifications in writing to the Contracting Officer. Bidder answers that are outside scope of the clarification questions shall be disregarded. Oral explanations or instructions provided to a potential Bidder are not binding.

Evaluation:

A responsive Bid will proceed to the evaluation process. Unless the Solicitation specifies that "best value" criteria will be used to determine award, Bids shall be evaluated on "lowest and best" criteria. Pursuant to OAC 260:115-7-32, Bidder past performance as a Supplier may be considered when evaluating a Bid. Pursuant to 74 O.S. §85.44E, a Bid submitted by a service-disabled veteran business that does business in Oklahoma or maintains an Oklahoma office or place of business will be given a three-percentage point bonus preference in scoring the Bid. OKPCA reserves the right to require demonstrations, clarifications and additional documentation from any or all responding Bidders. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team and to respond to questions regarding the Bid prior to award.

Any proposal may be rejected if it is late, conditional, incomplete or deviates from the specifications in the RFP. OKPCA reserves the right to request additional information or discussion or presentation in support of the written proposal.

Award:

A notice of award may be in the form of a purchase order or other payment mechanism or in the form of a mutually executed contract.

