



STATE OF ARKANSAS

Department of Human Services
Office of Procurement
700 Main Street,
Little Rock, AR 72201

INVITATION FOR BID BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	710-18-1013	Solicitation Issued:	May 22, 2018
Description:	Pre-Admission Screening		
Agency:	Department of Human Services		
SUBMISSION DEADLINE FOR RESPONSE			
Submission Date:	June 12, 2018	Bid opening Time:	2:00PM Central Time
<p>Bids shall not be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid submission date and time. Bids received after the designated bid submission date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).</p>			
DELIVERY OF RESPONSE DOCUMENTS			
Delivery Address: Drop off (walk in):	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201		
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437		
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201		
<p>Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address.</p>			
Bid's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Vendor's name and return address 		
Department of Human Services CONTACT INFORMATION			
OP Buyer:	Chorsie Burns	Buyer's Direct Phone Number:	501-682-6327
Email Address:	chorsie.burns@dhs.arkansas.gov	DHS's Main Number:	501-683-2929

DHS Website:	http://humanservices.arkansas.gov/Pages/default.aspx
OPS Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php
DMS Website:	https://medicaid.mmis.arkansas.gov/General/Rfp/Rfp.aspx

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

The Arkansas Department of Human Services (DHS) is seeking to obtain pricing and a contract for a qualified contractor to provide services and conduct Pre-Admission Screening and Resident Review (PASRR) assessments. This initiative is pursuant to the federal mandates of Public Law 100-203. The federal Omnibus Reconciliation Act of 1987 (OBRA) and a series of issuances from the Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS) established the minimum requirements for the Pre-Admission Screening (PAS) program.

The Contractor shall be required to perform assessments in all seventy-five (75) counties of the State of Arkansas.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single vendor.
- B. Any resultant contract of this *Bid Solicitation* shall be subject to State approval processes which may include Legislative review.
- C. The term of this contract shall be for one (1) year. The anticipated starting date for the contract is 07/01/2018. Upon mutual agreement by the vendor and agency, the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof not to exceed a total aggregate contract term of seven (7) years.

1.3 ISSUING AGENCY

The Office of Procurement (OP), as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this Bid Solicitation should be made through the State's buyer as shown on page two of this document. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.4 BID OPENING LOCATION

Bids submitted by the opening time and date shall be opened at the following location:

Department of Human Services
Office of Procurement
700 Main Street
Little Rock, AR 72201

Vendors wishing to attend the bid opening must report to the main entrance location, Arkansas Department of Human Services, Donaghey Plaza South Building, 700 Main Street, Little Rock, Arkansas 72201 and check in with the receptionist. All attendees are required to obtain security clearance upon entrance to the building by submitting a current, valid photo ID, preferably a driver's license, to the Security Officer at the reception area. The Security Officer will issue a visitor's badge which must be worn at all times. Before leaving the bid opening visitors are required to return the visitor's badge to the Security Officer and retrieve their ID.

The receptionist is to contact the buyer, for the vendor, for more detailed directions to the bid opening location.

1.5 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's bid or in subsequent correspondence, shall cause the vendor's bid to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words “bidder,” “vendor,” and “contractor” are used synonymously in this document.
- C. The terms “Invitation for Bid”, “IFB” and “Bid Solicitation” are used synonymously in this document.
- D. The following table translates acronyms and abbreviation used in this IFB.

Acronym	Translation
DHS	Arkansas Department of Human Services
PASRR	Pre-Admission Screening and Resident Review
PAS	Pre-Admission Screening
OBRA	Omnibus Reconciliation Act
CMS	Centers for Medicare and Medicaid Services
OP	Office of Procurement
OSP	Office of State Procurement
IFB	Invitation for Bid
OLTC	Office of Long Term Care
MSW	Master of Social Work
RN	Registered Nurse
LPN	Licensed Practical Nurse
QMRP	Qualified Mental Retardation Professional
MI	Mental Illness
MR	Mental Retardation
DDS	Division of Developmental Disabilities Service
DAABHS	Division of Aging Adult and Behavioral Health Services
RR	Resident Review
NF	Nursing Facility
ICF/MR	Intermediate Care Facility for the Mentally Retarded
RCF	Residential Care Facility
ALF	Assisted Living Facility
PAHI	Post-Acute Head Injury
HDC	Human Development Center
HED	Hospital Exempt Discharge
CC	Convalescent Care

1.7 RESPONSE DOCUMENTS

A. *Bid Response Packet*

1. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Bid Signature Page*.
2. Vendor’s signature on this page **shall** signify vendor’s agreement that either of the following **shall** cause the vendor’s bid to be disqualified
 - a. Additional terms or conditions submitted intentionally or inadvertently.
 - b. Any exception that conflicts with a Requirement of this *Bid Solicitation*.
3. The following items **shall** be submitted with the *Bid Response Packet in a sealed envelope*.
 - a. EO 98-04 Disclosure Form (Attachment A).
 - b. Copy of Vendor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. Signed addenda to this IFB, if applicable. (See Requirement of Addendum.)

d. Documentation that vendor meets the minimum qualifications outlined in this IFB. (See *Minimum Qualifications*.)

4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information. **Submit one (1) electronic copy of the response packet, excluding the Official Bid Price Sheet, preferably on a flash drive and one (1) hard copy. To the extent possible, all electronic files should be a single document in PDF format.**

B. Official Bid Price Sheet. (See *Pricing*.)

1. Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
2. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive, in a single PDF file.
3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, must be separately sealed from the *Bid Response Packet* and should be clearly marked as "Pricing." Vendor must not include any pricing in the hard copies or electronic copies of the *Bid Response Packet*.

1.8 AGREEMENT AND COMPLIANCE PAGES

- A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Bid Response Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all requirements within the designated section.

1.9 CLARIFICATION OF BID SOLICITATION

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by **4:00 p.m.**, Central Time on **May 29, 2018**. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.
- B. The attached response template (*Attachment B*) **must** be used for submission of all written questions. All questions should include the information specified in the response template. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on **June 4, 2018**.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

1.10 SUBCONTRACTORS

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet* to indicate vendor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency

1.11 PRICING

- A. Vendor(s) **must** include all pricing on the Official Bid Price Sheet(s) only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided in the *Bid Response Packet*.
- B. A justification of prices quoted should be attached to the *Official Bid Price Sheet*.
- C. To allow time to evaluate bids, prices **must** be valid for **120** days following the bid opening.

- D. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- E. All bid pricing **must** be in United States dollars and cents.
- F. The Official Bid Price Sheet may be reproduced as needed.
- G. The *Official Bid Price Sheet* and accompanying price justification **must** be separately sealed from the *Bid Response Packet*.

1.12 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint bid submitted by two (2) or more vendors is acceptable. However, a single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.13 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this bid, the vendor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
 - The prices in the bid have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this bid by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.14 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.

- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.15 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Bids **must** be submitted only in the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by OP.
- H. Bids **must** meet or exceed all defined specifications as set forth in this *Bid Solicitation*.
- I. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
- J. Vendors may submit multiple bids.

1.16 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The vendor **shall** be responsible for checking the following websites for any and all addenda up to bid opening:
<http://www.arkansas.gov/dfa/procurement/bids/index.php>,
<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>
<https://medicaid.mmis.arkansas.gov/General/Rfp/Rfp.aspx>

1.17 **AWARD PROCESS**

A. Vendor Selection

1. Award **shall** be made on an ALL OR NONE basis to the lowest responsive bidder. Bidders must meet minimum qualifications. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
2. Contract award, extension, or renewal is contingent upon approval by officials of DHS, subsequent approval by the DHS Office of Procurement, review by the Legislative Council and the availability of State funds. Changes to any non-financial portion of this agreement may be made with the agreement of both DHS and the Contractor.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the lowest responsive bidder. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest responsive bidder. The negotiation process may be repeated until the lowest responsive vendor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the following websites:
http://www.arkansas.gov/dfa/procurement/pro_intent.php
<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>
<https://medicaid.mmis.arkansas.gov/General/Rfp/Rfp.aspx>
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
3. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor's responsibility to check the above referenced websites for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this Bid Solicitation shall be subject to State approval processes which may include Legislative review.
2. An Office of Procurement Official will be responsible for award and administration of any resulting contract.

1.18 MINORITY AND WOMEN-OWNED BUSINESS POLICY

A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs

B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.19 EQUAL EMPLOYMENT OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. EO Policies should be included as a hardcopy accompanying the solicitation response.

- C. The submission of an *EO Policy* to OSP is a one-time Requirement. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Vendors, who are not required by law to have an *EO Policy*, **must** submit a written statement to that effect.

1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with the Office of State Procurement (OSP) stating that they do not employ or contract with illegal immigrants.
- B. OP will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

1.21 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.22 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Proposals submitted by vendors determined to be non-responsible **shall** be disqualified.

1.23 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
 - 1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 - 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.24 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent's solution must comply with the state's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://dis.publishpath.com/policies-standards>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.25 VISA ACCEPTANCE

- A. Awarded vendor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.26 PUBLICITY

- A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP's prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor's bid to be disqualified.

1.27 RESERVATION

The State **shall not** pay costs incurred in the preparation of a bid.

1.28 SCHEDULE OF EVENTS

Public Notice of IFB	May 22, 2018
Deadline for Receipt of Written Questions	May 29, 2018
Response to Written Questions	June 4, 2018
Date and time for Opening Bids	June 12, 2018 @ 2:00pm CST
Intent to Award Announced, On or About	June 15, 2018
Contract Start, (Subject to State Approval)	July 1, 2018

1.29 STATE HOLIDAYS

Holidays are those days as declared legal state holidays by authority of Act 304 of 2001. Those days are as follows:

New Year's Day	January 1
Dr. Martin Luther King Birthday	Third Monday in January
George Washington Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by the Governor through executive proclamation. State offices are normally closed on holidays; however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep state offices open on holidays. The Contractor shall maintain adequate staff on such working holidays.

SECTION 2 – MINIMUM REQUIREMENTS

2.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Arkansas Department of Human Services (DHS) / Office of Procurement (OP) for the Office of Long Term Care (OLTC) to obtain pricing and a contract for Pre-Admission Screening and Resident Review (PASRR) assessments.

The Contractor shall be required to maintain a fully staffed office in Little Rock, AR. The office shall be open for business and staffed five (5) days per week, Monday through Friday, between 8:00 a.m. and 4:30 p.m. CST, with the exception of official State holidays (see item 1.29). At a minimum, the Contractor's staff shall include: two (2) full-time professionals, (e.g.: Master of Social Work (MSW), Registered Nurse (RN), Licensed Practical Nurse (LPN)), one of which shall also be a Qualified Mental Retardation Professional (QMRP) qualified to complete and interpret PASRR assessments, and at least one (1) full-time clerical assistant to ensure the daily operations of the program are met.

2.2 SERVICE DELIVERY LOCATION

All services must be provided during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The vendor shall give the agency immediate notice of any anticipated delays that will affect the service delivery requirement.

2.3 MINIMUM QUALIFICATION

The Contractor **must** meet the following requirements:

A. A minimum of three (3) consecutive years' of experience with the behavioral health population and a thorough understanding of the Federal Regulations governing the PASRR process, the Supreme Court's decision in *Olmstead v. L.C.*, and the Americans with Disabilities Act (ADA). As proof of meeting this requirement the bidder must submit with the bid package a listing of recent (within the last five (5) years) project(s) of similar scope and size. The listing must include:

- Name, address and phone number of company
- Brief description of the project including the Contractor's responsibility
- Contact person name, title, phone number and email address
- Date of project(s) (begin and end)

DHS reserves the right to contact the references submitted as well as any other references which may attest to the respondent's work experience. Proposals may be disqualified from respondents whose references do not respond within five (5) business days of the request for verification.

- B. The Contractor's clinical staff possesses at least three (3) consecutive years of experience with the types of service listed in the IFB. As proof of meeting this requirement resumes of each clinical staff must be submitted with bid package.
- C. The Contractor's clinical staff (Psychiatrists, Psychologists, Physicians, Nurses, Psychological Examiners, Licensed Professional Counselors and Social Workers) possesses all current licenses and certification to practice in the State of Arkansas. As proof of meeting this requirement a listing of all clinical staff including their licenses and certification numbers must be included in bid package. The license and certification must be valid to practice in Arkansas
- D. The Contractor must provide, before contract execution, copies of insurance certificates proving possession of appropriate liability insurance that meet the requirements stipulated in section 2.7

Failure to meet these Minimum Qualifications shall result in bid being found non-responsive and eliminated from further consideration.

2.4 REQUIRED PROFESSIONAL EXPERIENCE AND CREDENTIALS

A. The required credentials for PASRR assessments are as follows:

- Psychiatrists - Licensed to practice in Arkansas and meet requirements for board certification.

- Psychologists - Licensed to practice by the Arkansas State Board of Examiners in Psychology.
- Psychological Examiners - Licensed to practice by the Arkansas State Board of Examiners in Psychology and have experience in geriatric assessment or functional and psychological assessment of people with mental illness, mental retardation or conditions related to mental retardation.
- Social Workers - Licensed to practice in Arkansas and have experience in performing diagnostic assessments. In order to conduct PASRR/MI and PASRR/DUAL assessments, the social worker must have at least a Master's degree in Social Work.
- Nurses - Licensed to practice in Arkansas and registered nurses with experience in performing diagnostic assessments.
- Physicians - Licensed to practice medicine in Arkansas. Medical specialists must also hold any applicable certification or accreditation.
- Licensed Professional Counselors - Licensed to practice in Arkansas and have experience in performing diagnostic assessments.
- Qualified Mental Retardation Professional (QMRP) - A professional as defined under 42CFR §483.430 who has at least one (1) year of experience working directly with persons with mental retardation or other developmental disabilities; AND is one of the following
 - A doctor of medicine or osteopathy,
 - A registered nurse, and/or
 - An individual who holds at least a bachelor's degree in a professional category specified in paragraph 42CFR §483.430 (b)(S).

PASRR/MI: A psychiatrist, psychologist, psychological examiner, master's level social worker, registered nurse, physician or counselor may conduct the PASRR/MI assessment. However, a QMRP **must** review the assessment and make the final service determinations for the Contractor.

PASRR/MR: Any of the professionals specified in Section A above may conduct the PASRR/MR assessment. However, a QMRP must review the assessment and make the final service determinations for the Contractor.

PASRR/DUAL: Any of the professionals specified in Section A above (provided that any social worker must have at least a Master Social Work (MSW) degree) may conduct the PASRR/DUAL assessment. However, a QMRP must review the assessment and make the final PASRR/MR service determination for the Contractor and a psychiatrist must review the assessment and make the final PASRR/MI service determination for the Contractor.

DDS Assessments: A QMRP, as defined in 42 CFR §483.430, must conduct the assessment.

2.5 SCOPE OF WORK

The Contractor shall be responsible for recruiting and training the necessary professionals in the fields of medicine, psychiatry, psychology, nursing and social work to meet the terms of the contract.

The Contractor shall maintain a toll-free telephone number that may be used by individuals falling under the purview of PASRR and their legal guardians, legal representatives and families to obtain information regarding the Pre-Admission Screening (PAS) process. The toll-free number must be included in all correspondence with these individuals and/or their representatives.

The Contractor shall maintain a facsimile machine, scanner and email address for the receipt of PAS packets.

The Contractor must adhere to the final federal regulations for the PASRR program. The Contractor must also agree to modify all instruments, processes, and reports to conform to the most current Federal and State regulations, law, and guidelines from CMS.

Content and documentation of the Level II assessments shall be as follows:

Pre-Admission Screening /Mental Illness (PAS/MI) - as specified in the final PASRR federal regulations and changes thereto, and in a format agreed upon by the Division of Aging Adult and Behavioral Health Services (DAABHS) and the DHS Office of Long Term Care (OLTC).

- Pre-Admission Screening/Mental Retardation (PAS/MR) - as specified in the final PASRR federal regulations and changes thereto, and in a format agreed upon by the Division of Developmental Disabilities Services (DDS) and OLTC.
- PAS/MR/MI - as specified in the final PASRR federal regulations and changes thereto, and in a format agreed upon by DAABHS, DDS and OLTC.
- Resident Review/Mental Illness (RR/MI) - format to be agreed upon by the DAABHS and OLTC.
- Resident Review/Mental Retardation (RR/MR) - format to be agreed upon by the DDS and by the OLTC.
- Resident Review/Mental Retardation /Mental Illness (RR/MR/MI) - format agreed upon by DAABHS, DDS, and OLTC.

The Contractor shall perform PASs for applications and residential reviews for change of condition requests received from nursing facilities and the OLTC for completeness and conduct any research necessary to determine and identify those individuals with indications of mental illness or mental retardation or a related condition as set out in 42 CFR § 435.1009. If the application or change of condition paperwork reveals or indicates one (1) or more of these conditions, the Contractor shall determine if and when a Level II Pre-Admission Screening Resident Review (PASRR) assessment was completed and contact OLTC to determine if the Contractor shall complete a Level II PASRR assessment, if one has not been completed. If a Level II PASR assessment has been previously completed, OLTC shall be notified to determine if another Level II PASRR is required.

The Contractor shall identify those individuals not requiring a Level II PASRR assessment and shall identify the basis for its decision that a Level II is not required (e.g. dementia, severely ill, etc.) The Contractor shall notify OLTC if the individual(s) does not meet nursing facility criteria before proceeding with the Level II PASRR assessment.

A. Coordination Procedures

The Contractor must coordinate procedures to ensure that the State meets the required annual average of seven (7) to nine (9) workdays for completion of the Pre-Admission Screening process.

Costs for the coordination and research procedures described in this section shall be built into the costs for the Level II Pre-Admission Screening Assessments - they must not be billed separately.

The Contractor's coordination procedures shall include without limitation the following:

- 1) Contractor receipt of the Level I PAS packet (Forms DMS-703, DMS-787 and, if applicable, DMS-780) from hospitals, private physicians, nursing facilities, OLTC, residential care facilities, etc. State regulations require the Level I PAS packets indicating mental illness (MI) or mental retardation (MR)/developmental disabilities (DD) be sent directly to the Contractor from the requesting source.
 - On occasion, facilities transmit Level I packets to the Contractor that do not in any way indicate a Level II PAS is appropriate; these will be forwarded to OLTC as is. The Contractor shall not be responsible for ensuring their completeness.
- 2) Contractor review of Level I packet for completeness. If incomplete, Contractor shall take the necessary actions (telephone, FAX follow-up) to obtain required information from the packet's source of collaterals.
- 3) Contractor shall conduct any research necessary to determine appropriate action: i.e., determine if the applicant is already in the PASRR (current PAS or historical PASRR) system and in what stage, initiate on-site evaluation, close for substantiated dementia, research to determine if application is medical rather than Level II PAS appropriate, refer to OLTC for emergency placement authorization.

- 4) The Contractor shall maintain computerized tracking records of all cases and for providing reports on them as requested by DHS/OLTC. The Contractor shall maintain the data in a format and manner compatible with DHS computer systems and shall provide said data to the OLTC upon request, in the format specified by the OLTC.
- 5) Emergency Placement Authorization Procedures - In emergency medical situations the State may authorize nursing facility placement of a PAS applicant prior to the completion of the Level II assessment. These authorizations are based on the applicant's need for skilled nursing care at a level less than that provided in the acute care facility. In most cases these individuals are ready for release from an acute care medical or psychiatric facility.
 - The Contractor shall receive these requests, research them with particular emphasis on psychiatric history, social history, propensity for violence to self or others, and medical need. The Contractor shall forward this information to OLTC and OLTC shall transmit a written emergency placement approval or denial to the Contractor. The Contractor shall transmit a written determination to the requesting facility and any necessary collateral.
- 6) If an on-site Level II PAS assessment is appropriate; the Contractor shall implement procedures necessary to complete the Level II PAS within the seven (7) to nine (9) calendar day annual average workday requirement in the current federal regulations. These procedures shall include without limitation:
 - a. Determination of the appropriate PAS evaluation type (MI, MR/DD, and Dual) and assignment to properly credentialed evaluator.
 - b. Forwarding of necessary material to the evaluator.
 - c. Simultaneous routing of a copy of the packet to OLTC for medical necessity review.
 - d. On-Site, face-to-face Level II PAS evaluation of the applicant.
 - e. Receipt of completed evaluation packet from the evaluator and the medical determination from OLTC.
 - f. Determination of appropriate placement, specialized services and other service determinations as specified for the different assessment categories.
 - g. Ensuring that these service determinations are made by psychiatrists and Qualified Mental Retardation Professionals (QMRP).
 - h. Routing of service determination summary information form as specified below:
 1. Office of Long Term Care -copy of service determination summary form on all PASRR assessments;
 2. Division of Developmental Disability Service -copy of service determination form on all PASRR/MR and PASRR/Dual assessments; and
 3. Division of Aging Adult and Behavioral Health Services -copy of service determination form on all PASRR/MI and PASRR/Dual assessments.
 - i. Determination of the current location (i.e.: facility or residence) of the applicant at this point in the evaluation.
 - j. Completion of telephone and written notifications as specified in the Federal regulations
 - k. Maintenance of the OLTC copy of the PASRR evaluation, including Level I PASRR packet materials.
- 7) Contractor shall explain in person or by phone PASRR processes, results and procedures to applicant/resident, guardian, physician, provider (i.e.: NF, ICF/MR), legal representative or family. In some

cases, the Contractor may need to assist the applicant or family in accessing other services through referral to OLTC, DDS and DAABHS PASRR Coordination.

- 8) Contractor shall deliver the Level II's and Resident Reviews (RR) to the Office of Long Term Care (OLTC) by noon central standard time (CST) each business day.

B. History and Physicals

In most cases, recent histories and physicals meeting the requirements of current federal regulations shall be available on individuals requiring PAS Level II and Resident Review (RR) assessments. If necessary, the Contractor shall contact the attending physician, hospital physicians, nursing facilities or others to obtain the necessary history and physical.

In some cases, it shall be necessary for the Contractor to arrange for a history and physical in order to meet federal regulations. Any associated costs must be built into unit costs for the assessments. No separate payment for medical examination will be made to the Contractor.

C. Psychiatric Evaluations

In a very small number of cases a more extensive psychiatric evaluation of an individual shall be necessary. The Contractor shall be expected to arrange such evaluations. Costs to DHS for these extended evaluations must be approved in writing by DAABHS and the OLTC PASRR Coordinator prior to the evaluation.

D. Partial Assessments

In some cases, an assessment shall be stopped for reasons beyond the control of the Contractor; for example, hospitalization, death or transfer of the applicant/resident. The Contractor shall not bill nor be paid for partial assessments.

E. Administrative Services

The Contractor shall provide PASRR administrative services to DHS/OLTC. Such administrative services shall include without limitation services as described below:

- 1) Establishing, maintaining and updating a computer-based tracking system of all individuals falling under the purview of the PASRR program to date.
 - a) DHS/OLTC shall provide the Contractor with a computerized history of the PASRR program. The Contractor's computerized tracking system must be able to incorporate this data within twenty-four (24) hours of reception from DHS/OLTC to avoid any loss or interruption of tracking capability.
 - b) The Contractor shall maintain computerized tracking of all PASRR related data conducted under previous contracts.
- 2) Maintaining computerized tracking data on each PASRR evaluation which shall include without limitation information/material specified below. This same information shall be contained on the hardcopy(paper) determination summary from.

PASRR/MI computerized data and hardcopy determination summary form shall include:

Name. last, first and middle initial of client Date of birth of client Social Security Number of Client Client's Age Client's Gender PASRR assessment date Client's Ethnicity Diagnostic category (MI, MR, Dual) Client's Discharge date Client's Transfer date Client's Death date

Client's location at time of assessment:

- Home
- Hospital
- Unknown
- NF (Nursing Facility)
- ICF/MR (Intermediate Care Facility for the Mentally Retarded) RCF (Residential Care Facility)
- ALF (Assisted Living Facility)
- PAHI (Post-Acute Head Injury)

If currently in a nursing facility, enter:

- Date entered nursing home care - first placement
- Current NF placement (facility name and address)
- Nursing facility identification number (state vendor#)
- City
- Mental status exam component (section) scores

Diagnosis

- Has a serious mental illness Yes_ No_
- Should be evaluated for MR/DD Yes_ No_

Exempting conditions

- Terminally ill
- Comatose
- Ventilator dependent
- Severely ill

Categorical Determinations

- Impairment so severe that the individual could not be expected to benefit from specialized services.
- Admitted from a hospital for convalescent care due to an acute physical illness for a period not to exceed 90 days and not a danger to self or others.

Eligible for NF care Yes_ No_

- If no, has the individual continuously resided in a nursing facility for 30 months prior to the first determination of not NF eligible Yes_ No_

Eligible for convalescent/respite care to be reviewed in 30, 60, 90, 120 days, or other Yes_ No_ Specify

MH placement options - recommended or implemented

- TYPE OF FACILITY SERVICES NEEDED (this portion of the service determination must be designed so that the nursing facility can respond to the mental health professional's determinations regarding specialized services and/or alternative placement and other recommendations regarding placement and service options).

Placement options, recommended and implemented

- Acute care hospital
- Institution for mental diseases (ages 65 and older) Residential care facility
- Nursing home
- Own home or other residence
- Residential care facility
- Integrated community setting
- Dementia/Alzheimer's unit (NF, ALF, RCF) circle one
- Assisted Living Facility
- Post-Acute Head Injury

Need specialized services Yes___ No___

- Intervention services
- Behavior Management
- Regular outpatient psychiatric care
- Community support programs
- Crisis intervention

Individual/family psychotherapy
 Psychiatric consultation
 NF specialized psychological rehabilitative services
 Other psychiatric rehabilitation (specify).

Need health rehabilitation services Yes_ No_

Systematic behavior modification
 Medication therapy/management
 Structured environment
 Daily living skills training
 Crisis intervention
 Psychotherapy
 Develop support networks
 Formal behavior modification

Comments (these comments do not have to be computerized).

Signature Section

This determination was made by:

Name
 Title
 Date of determination
 Telephone

NURSING FACILITY CONTACT

If it is determined that specialized services or alternative placement are required, the following information must be obtained within fifteen (15) workdays after the assessment is mailed to the nursing facility:

Name and title of the NF representative responsible for coordinating the specialized services or alternative placement.

Date of contact between Nursing Facility representative and contractor
 Nursing Facility's name and city
 Service coordinator contacted

PAS status at the conclusion of PAS evaluation (active, deceased, substantiated dementia, transferred to a RCF, an ICF-MR, home or to other independent living, determined medically ineligible, declined or NF placement, PAS, Etc.)

PASRR/MR computerized data and hardcopy service determination summary form shall include:

Client's Name: last, first and middle initial
 Client's Date of birth
 Client's Social Security Number
 Client's Age
 Client's Gender
 Assessment date
 Client's Ethnicity
 Diagnostic category (MI, MR/DD, Dual)
 Client's Discharge date
 Client's Transfer date
 Client's Death date
 Client's location at time of assessment:
 Home
 Hospital
 Unknown
 NF (Nursing Facility)
 ICF/MR (Intermediate Care Facility for the Mentally Retarded)
 RCF (Residential Care Facility)

If currently in a facility, enter:

Date entered nursing home care - first placement
 Current NF placement (facility name and address)
 Nursing facility identification number (state vendor#)
 City
 Diagnosis
 Has mental retardation Yes_ No_
 Has a developmental disability Yes_ No_
 Should be evaluated for MH Yes_ No_

Exempting condition

Terminal ill
 Comatose
 Ventilator dependent
 Severely ill

Categorical Determinations

Impairment so severe that the individual could not be expected to benefit from specialized services.
 Admitted from a hospital for convalescent care due to an acute physical illness, for a period not to exceed 90 days and who are not a danger to self or others.

Eligible for NF care Yes_ No_

If no, has the individual continuously resided in a nursing facility for 30 months prior to the first determination of not NF eligible Yes_ No_

Eligible for convalescent/respice care to be reviewed in 30, 60, 90, 120 days, or other Yes_ No_ Specify_____

MH placement options - recommended and/or implemented

TYPE OF FACILITY/SERVICES NEEDED (This portion of the service determination must be designed so that the nursing facility can respond to the mental health professionals' determinations regarding specialized services and/or alternative place and other recommendations regarding placement and service options.)

Placement options, recommended and implemented

ICF/MR (Intermediate Care Facility for the Mentally Retarded)
 Residential care facility
 Assisted living facility
 Nursing home
 Human development center
 DDS group home
 Supervised living
 ICF/MR (10 bed)
 Own home or other residence
 Medicaid waiver services
 Post-Acute Head Injury
 Other (specify)

Need specialized services Yes___ No___

DDTCS (Developmental Day Treatment Clinic Services)
 Other (specify)

Need health rehabilitation services Yes___ No___

Systematic behavior modification
 Medication therapy/management
 Structured environment
 Daily living skills training
 Crisis intervention
 Psychotherapy
 Develop support networks
 Formal behavior modification
 Other

Comments (these comments do not have to be computerized)

SIGNATURE SECTION

This determination was made by Name
 Title
 Date of determination
 Telephone

NURSING FACILITY (NF) CONTACT

If it is determined that specialized services or alternative placement are required, the following information must be obtained within fifteen (15) workdays after the assessment is mailed to the nursing facility:

Name and title of the NF representative responsible for coordinating the specialized services or alternative placement.

Date of contact between NF representative and contractor

NF's name and city

Service coordinator contacted

PAS status at the conclusion of PAS evaluation (active, deceased, substantiated dementia, transferred to RCF, ALF, ICF-MR, home or to other independent living, determined medically ineligible, decline NF placement, PAS, etc.)

PAS/DUAL computerized data and paper service determination summary form shall include information as contained in the examples above. The Contractor's computerized system must have the capability of separately assessing MI and MR/DD specialized services, placement determination(s) and health rehabilitation services. Convalescent care re-determination computerized data and paper service determination summary form shall include: Identification information, eligibility, comments and sign-off.

Exempted Hospital Discharge - Physician Certification of need for NF services - Determination computerized data and paper service determination for those individuals being discharged from a hospital to nursing home and requiring thirty (30) days or less of nursing home care.

- 3) Utilizing the updated list of all licensed nursing facilities, including name, address, telephone number and state vendor number, provided by the Department.
- 4) Tracking, in coordination with the DAABHS and DDS and the OLTC PASRR Coordinator, of the progress of arrangements for alternative placements of those individuals determined (prior to and during the course of the contract) inappropriate for nursing home placement or for continued nursing home placement.
- 5) Tracking, in coordination with the DAABHS and DDS and the OLTC PASRR Coordinator, of the progress of arrangements for alternative placements of those individuals determined (prior to and during the course of the contract) to require only convalescent care in a nursing facility. The Contractor shall document the name and telephone number of the staff person in the receiving nursing facility that was notified by telephone that the resident was approved for convalescent care only.
- 6) Tracking and monitoring, in coordination with the DAABHS and DDS and the OLTC PASRR Coordinator, of the provision of specialized services in nursing facilities to those residents determined under PASRR to require specialized services. This tracking and monitoring shall be limited to receipt, data entry and forwarding of the services determination material to the appropriate office of the nursing facility.
- 7) Tracking and monitoring in coordination with the DAABHS and DDS and OLTC PASRR Coordinator of the service determinations for severe illness, terminal illness, ventilator dependent, comatose in nursing facilities to those residents determined under the PASRR to require exemptions. This tracking and monitoring shall be limited to receipt, data entry and forwarding of the service determination material to the appropriate office of the nursing facility.
- 8) Contractor shall participate in all PASRR trainings to providers in conjunction with OLTC.

F. Reporting Requirements

The Contractor shall submit reports to DHS/OLTC that shall include without limitation monthly and final reports and specialized reports as may be deemed necessary by DHS/OLTC. Any special reports will be requested in writing by DHS/OLTC. Special reports must be submitted to DHS/OLTC within timeframes negotiated between DHS/OLTC and Contractor.

G. Monthly Report

The Contractor shall provide DHS/OLTC with a monthly report which shall be delivered no later than the second workday of the following month. At a minimum, this report shall include:

- 1) The number of PASRR evaluations completed during the month, by category: PAS/MI, PAS/MR, PAS/DUAL, RR/MI, RR/MR, RR/Dual.
- 2) The number of pending PASRR evaluations, by category.
- 3) The current timeliness status (how closely the State is meeting the federal annual average seven (7) to Nine (9) workday PASRR evaluation requirements) by category and overall.
- 4) The number of substantiated dementia cases for the month.
- 5) The applicant's names and total number of prior authorizations requested and their outcomes (approved or denied).
- 6) The number of medical only cases researched.
- 7) The current convalescent care cases with resident name, current location, and convalescent care onset and end dates.
- 8) A list of residents determined under the month's PASRR evaluations to require specialized services, including the resident's current location.
- 9) A list of applicants determined, after PASRR evaluation, inappropriate for nursing facility placement, with their last known location.
- 10) Total number of applications and change of conditions pending completeness.
- 11) Total number of completed applications requiring a Level II PASRR:
 - a) Total number of Level II PASRR completed prior to admission.
 - b) Total Number completed after admission (unless it was a Hospital Exempt Discharge (HED) or Convalescent Care (CC))
 - c) Total number recommended for specialized services
 - d) Total number recommended community placement as follows Residential Care Facility(RCF), Assisted Living Facility (ALF), Human Development Center (HDC)
 - e) Recommended nursing facility (NF) placement
 - f) Denied by OLTC for not meeting medical eligibility but denial overturned by DAABHS
- 12) The total number of change of conditions completed that required a Resident Review (RR) redetermination.
- 13) The total number of applications and change of conditions that do not require a Level II PASRR and explanation of why they did not require one.
- 14) The total number of Level II PASRR's not completed due to not meeting medical eligibility.
- 15) The Contractor and OLTC shall compare pending PASRR evaluation lists a minimum of three (3) times per week and include results in monthly reporting. .

H. Final Report

By July tenth (10th) of each year, the Contractor shall provide the DHS/OLTC with a cumulative final Pre-Admission Screening summary report for the contract and State fiscal year following the same format as the monthly reports.

I. Utilization Control

The OLTC Utilization Control Section shall monitor the Contractor's performance of the PAS assessments to ensure services are performed properly, in a timely manner, and in accordance with the terms of the contract.

J. Methodology

Any and all instruments and methodologies used to conduct the Pre-Admission Screening Resident Review (PASRR) shall conform to follow all federal and state guidelines.

A fail rate greater than 1% of the total reviewed forms within one (1) quarter shall constitute grounds for the State to request that the Contractor implement improved instruments and/or methodology or both. The State reserves the right to accept or reject any or all instruments and methodologies.

K. Management Information System

The Contractor shall maintain a computerized management, information and tracking system for each assessment program specified in this contract. The system shall, at a minimum, include tracking of assessments in progress, tracking of residents, generation of management statistics and reports required by DHS, and maintenance and tracking of PASRR historical computerized data.

The Contractor shall provide all software and hardware required to meet the terms of the contract. The Contractor shall also provide any software necessary to connect the Contractor's management and tracking system electronically, including without limitation connections via the Internet, FTP and ODBC connections to the Contractor's database, to the OLTC, the DDS and DAABHS. The Contractor shall provide a web portal or direct computerized access to data to DHS/OLTC. The Contractor will not be responsible for providing computer hardware or peripherals (such as modems and wiring) to DHS.

The hardware and software must be compatible at all times with the hardware and software utilized by the DHS and its security and privacy policies.

The Contractor shall notify DHS within twenty-four (24) hours of any outages and shall provide DHS with three (3) days advance notice of any planned outages.

The Contractor must have a backup system in place to recall data.

All data obtained or maintained by the contractor under this contract shall be the property of the DHS and shall be available to the DHS at the termination of the contract, upon request, or both. If the Contractor develops custom software or applications for storage, maintenance or transfer of the data, the Contractor shall provide such to DHS, including licenses in perpetuity, at the termination of the contract, upon request, or both.

2.6 CRIMINAL BACKGROUND CHECKS

Contractor shall comply with A.C.A. §21-15-101 et seq., or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 et seq., that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/employee shall be immediately disqualified.

2.7 INSURANCE REQUIREMENTS

Prior to contract awarding, the vendor must furnish an approved "Certificate of Insurance" and must maintain the insurance Requirements throughout the contract and any/all extensions. The insurance shall not be modified without DHS approval.

The Vendor shall maintain insurance for the contract period and any resultant renewals in the minimum amount:

- \$1,000,000 per occurrence general liability; and
- \$3,000,000 aggregate, for professional liability, negligence, errors and omissions and public liability.

The insurance must have limits sufficient to cover losses resulting from, or arising out of:

- Vendor's action or inaction in the performance of the contract by the Vendor, its agents, servants, employees, or subcontractors.

The insurance shall cover and continue to cover all occurrences during the term of this contract and any extensions thereof. All insurance policies shall be with a company licensed by the State of Arkansas to do business and to provide such policies.

DHS must be notified, not less than forty-five (45) days in advance of any non-renewal, cancellation, or expiration of the vendor's insurance policy. In the event DHS receives a notice of non-renewal, the vendor shall provide DHS with an insurance policy from another carrier at least thirty (30) days prior to the expiration of the insurance policy then in effect.

DHS shall have the right to inspect the original insurance policies held by the vendor.

PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Attachment C: Performance Based Contracting* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages or termination of the contract.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend, respond to, or cure to as determined by the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services or it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.

Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS

- **Do not provide responses to items in this section.**

3.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to:
[Insert invoicing address]
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.

3.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
 - The right to possession.
 - The right to accrued payments.
 - The right to expenses of deinstallation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.

- J. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
- The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
 - The contract has required the State to carry insurance for such risk.

3.3 **CONDITIONS OF CONTRACT**

- A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.
- C. The Contractor agrees to the Performance Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, the Business Associate Agreement as presented in Attachment F, and the Organizational or Personal Conflict of Interest policy as presented in Attachment G.

ALL VENDOR STAFF MAY BE MANDATED REPORTERS UNDER STATE AND FEDERAL MANDATES

3.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

3.5 **PERFORMANCE BONDING**

- A. The Contractor shall be required to obtain performance and payment bonds when necessary to protect the State's interest, as determined by the state.
- B. The following situations may warrant a performance bond:
1. The State's property or funds are to be provided to the contractor for using in performing the contract;
 2. Substantial progress payments are made before delivery of end items is complete; or

3. The duties of the Contractor, if breached, could expose the State to liabilities.
- C. When it is determined that a performance bond is required, the Contractor shall obtain a performance bond as follows:
 1. The amount of the performance bonds shall be one hundred percent (100%) of the original contract price, unless the State determines that a lesser amount would be adequate for the protection of the State; and
 2. The State may require additional performance bond protection when a contract price is increased or modified.
- D. The Contractor shall submit documentation to the satisfaction of the State that a performance bond has been obtained. The Contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract.

3.6 **RECORD RETENTION**

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

3.7 **PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The vendor **must** provide to OP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OP **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. OP **shall** have the right to approve or deny the request.

3.8 **CONFIDENTIALITY**

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.9 **CONTRACT INTERPRETATION**

Should the State and vendor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State **shall** be final and controlling.

3.10 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of DHS. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.

- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

3.11 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

SECTION 4 – STANDARD TERMS AND CONDITIONS

- *Do not provide responses to items in this section.*
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 15. STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 18. INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
- 23. CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 25. CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this

assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

- 27. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.