



**STATE OF ARKANSAS**  
Department of Human Services  
Office of Procurement  
700 Main Street  
Little Rock, Arkansas 72201

**REQUEST FOR PROPOSAL**  
RFP SOLICITATION DOCUMENT

| SOLICITATION INFORMATION   |  |                                 |   |
|--|--|---------------------------------|---|
| Solicitation Number:   | 710-25-002   | Solicitation Issued:            | October 25, 2024                            |
| Description:   | Pre-Admission Screening and Resident Review  |                                 |   |
| Agency:  | Department of Human Services, Division of Provider Services and Quality Assurance  |                                 |   |
| SUBMISSION DEADLINE  |  |                                 |   |
| Proposal Submission Date and Time:   | November 20, 2024, 10:30 a.m., Central Time  | Proposal Opening Date and Time: | November 20, 2024, 11:30 a.m., Central Time |
| Proposals <b>shall not</b> be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Contractors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time <b>shall</b> be considered late and <b>shall</b> be returned to the Contractor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP). |  |                                 |   |
| DELIVERY OF RESPONSE DOCUMENTS   |  |                                 |   |
| Drop off Address:  | Arkansas Department of Human Services<br>Attn: Office of Procurement<br>700 Main Street<br>Little Rock, AR 72201<br><b>Note: Hand delivered responses must be delivered directly to the security desk otherwise these deliveries will not be accepted and may be grounds for disqualification.</b>   |                                 |   |
| United States mail (USPS):   | Arkansas Department of Human Services<br>Attn: Office of Procurement<br>P.O. Box 1437 Slot W345<br>Little Rock, AR 72203-1437  |                                 |   |
| Commercial Carrier (UPS, FedEx or USPS Exp):   | Arkansas Department of Human Services<br>Attn: Office of Procurement<br>112 West 8 <sup>th</sup> Street, Slot W345<br>Little Rock, AR 72201<br><br>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. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b> |                                 |   |
| Proposal's Outer Packaging:  | Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.<br>▪ Solicitation Number and Name    ▪ Date and time of proposal opening    ▪ Vendor's name and return address  |                                 |   |
| OFFICE OF PROCUREMENT CONTACT INFORMATION  |  |                                 |   |
| OP Buyer:  | Susie Taylor   | Buyer's Direct Phone Number:    | 501-682-9603                                |
| Email Address:   | <a href="mailto:DHS.OP.Solicitations@dhs.arkansas.gov">DHS.OP.Solicitations@dhs.arkansas.gov</a>   | OP's Main Number:               | 501-396-6045                                |
| DHS Website:   | <a href="https://humanservices.arkansas.gov/do-business-with-dhs">https://humanservices.arkansas.gov/do-business-with-dhs</a>  |                                 |   |
| OSP Website:   | <a href="http://www.arkansas.gov/dfa/procurement/bids/index.php">http://www.arkansas.gov/dfa/procurement/bids/index.php</a>  |                                 |   |

## **SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS**

- ***Do not*** provide responses to items in this section unless specifically and expressly required.

### **1.1 INTRODUCTION**

This Request for Proposal (RFP) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) for the Division of Provider Services and Quality Assurance (DPSQA) and Division of Developmental Disabilities Services (DDS) to obtain pricing and a contract for an organization to conduct Pre-Admission Screening and Resident Review (PASRR) assessments and determinations.

The Office of Procurement is the sole point of contact throughout this solicitation process.

### **1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT**

In accordance with Ark. Code Ann. §19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this solicitation.

### **1.3 TYPE OF CONTRACT**

- A. As a result of this RFP, OP intends to award a contract to a single Contractor.
- B. The term of this contract shall be for one (1) year. The anticipated start date for the contract is **July 1, 2025**. Upon mutual, written agreement by Prospective Contractor 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 portions thereof.
- C. The total contract term shall not exceed seven (7) consecutive years.

### **1.4 ISSUING AGENCY**

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 Issuing Officer as shown on page one (1) of this document.

### **1.5 BID OPENING LOCATION**

Bids submitted by the opening date and time will be opened via video conference. DHS will publish a link to the live bid opening on the DHS website for public access. Individuals will not be permitted to attend in-person. If the bid opening cannot be held as scheduled due to technical or other issues, DHS will publish an updated schedule and video conference link on the [DHS website](#).

### **1.6 ACCEPTANCE OF REQUIREMENTS**

- A. The words “**must**” and “**shall**” signify a Requirement of this solicitation. Contractor’s agreement to and compliance with that item is mandatory.
- B. Contractor’s proposal will be disqualified if it takes exceptions to any Requirements named in this RFP.
- C. Contractor 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. Contractor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See Agreement and Compliance Page.)
- D. DHS **must** not be required to accept any requested exceptions. Only exceptions expressly accepted by DHS will become part of the resulting contract.

### **1.7 DEFINITION OF TERMS**

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. “Prospective Contractor” means a responsible offeror who submits a proposal in response to this solicitation. “Prospective Contractor,” “Contractor,” “bidder,” “vendor,” and “respondent” are used synonymously in this document.
- C. The terms “buyer” and “Issuing Officer” are used synonymously in this document.

- D. The terms “Request for Proposal,” “RFP,” “RFP Solicitation,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.
- E. “Responsive proposal” means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- F. “Proposal Submission Requirement” means a task a Prospective Contractor **shall** complete when submitting a proposal response. These requirements will be distinguished by using the term “shall” or “must” in the requirement.
- G. “Requirement” means a specification that a Contractor’s commodity and/or service **must** meet or exceed in the performance of its contractual duties under any contract awarded as a result of this RFP. These specifications will be distinguished by using the terms “shall” or “must” in the requirement.
- H. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State Department using such a contract.

Acronyms:

| Term          | Definition  |
|---------------|---|
| <b>ALF</b>    | Assisted Living Facility  |
| <b>CC</b>     | Convalescent Care   |
| <b>CMS</b>    | Centers for Medicare and Medicaid Services                                |
| <b>DAABHS</b> | Division of Aging Adult and Behavioral Health Services                    |
| <b>DDS</b>    | Division of Developmental Disabilities Services                           |
| <b>DHS</b>    | Department of Human Services  |
| <b>HDC</b>    | Human Development Center  |
| <b>HED</b>    | Hospital Exempt Discharge   |
| <b>ICF/ID</b> | Intermediate Care Facility for Individuals with Intellectual Disabilities |
| <b>LPN</b>    | Licensed Practical Nurse  |
| <b>MI</b>     | Mental Illness  |
| <b>ID</b>     | Intellectual Disability   |
| <b>MSW</b>    | Master of Social Work   |
| <b>NF</b>     | Nursing Facility  |
| <b>OBRA</b>   | Omnibus Reconciliation Act  |
| <b>OLTC</b>   | Office of Long-Term Care  |
| <b>OP</b>     | Office of Procurement   |
| <b>PAHI</b>   | Post-Acute Head Injury  |
| <b>PAS</b>    | Pre-Admission Screening   |
| <b>PASRR</b>  | Pre-Admission Screening and Resident Review                               |
| <b>QIDP</b>   | Qualified Intellectual Disability Professional                            |
| <b>RN</b>     | Registered Nurse  |
| <b>RR</b>     | Resident Review   |

## 1.8 RESPONSE DOCUMENTS

A. Original Technical Proposal Packet

The following items are Proposal Submission Requirements and **must** be submitted in the original *Technical Proposal Response Packet*.

1. A hard copy of the original *Technical Proposal Packet* **must** be received on or before the bid submittal date and time. Copy should single-sided.
2. The Proposal Packet **must** be clearly marked “Original” and include the following:
  - a. Original signed *Proposal Signature Page*. (See *Technical Proposal Packet*.)

- b. Original signed *Agreement and Compliance Page*. (See *Technical Proposal Packet*.)
  - c. Original *Proposed Subcontractors Form*. (See *Subcontractors*.)
  - d. EO 98-04 Disclosure Form, Attachment A. (See *Standard Terms and Conditions, Disclosure*.)
  - e. *Technical Proposal Response* to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
  - f. Other documents and/or information may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Technical Proposal Packet*.
    - a. Copy of Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
    - b. Signed addenda to this RFP, if applicable. (See Requirement of Addendum.)
    - c. *Voluntary Product Accessibility Template* (VPAT), if applicable. (See *Technology Access*.)
    - d. *Combined Certifications* Form, Attachment H.
  4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- B. *Official Bid Price Sheet*. (See *Pricing*.)
1. Contractor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
  2. Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, in PDF format, preferably on a flash drive. A CD will also be acceptable. All items on flash drive or CD should be in PDF format.
  3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." Vendor **must not** include any pricing in the hard copies or electronic copies of the *Technical Proposal Packet*.
- C. *Additional Copies and Redacted Copy of the Technical Proposal Packet*
- In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:
1. Additional Copies of the *Technical Proposal Packet*
    - a. Four (4) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
    - b. One (1) electronic copy of the *Technical Proposal Packet*, preferably on flash drive. All items on flash drive should be in PDF format.
    - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
    - d. One (1) redacted copy, in PDF format, if applicable, (marked "REDACTED") of the original *Technical Packet*, preferably on a flash drive (See *Proprietary Information*.)
    - e. If OP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.

## 1.9 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing the *Technical Proposal Response*.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order:
  - *Response Signature Page*.

- *Agreement and Compliance Page.*
- Signed Addenda, if applicable.
- E.O. 98-04 – *Contract Grant and Disclosure Form.*
- *Equal Opportunity Policy.*
- *Proposed Subcontractors Form.*
- *Combined Certifications Form.*
- Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the Bid Solicitation's item number.
- Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

#### 1.10 CLARIFICATION OF RFP SOLICITATION

Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted via email by **4:00 p.m., Central Time on or before November 1, 2024**. Submit questions to the OP buyer as shown on page one (1) of this *Bid Solicitation*. It is Contractor's responsibility to guarantee receipt of the questions by the specific time and date. DHS accepts no responsibility for accurate or timely receipt of email submissions.

- A. The attached response template (*Attachment B*) should be used for submission of all written questions. For each question submitted, Vendor should reference the specific solicitation item number to which the question refers. Written questions submitted in a different format may not be answered by DHS.
- B. 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 **November 8, 2024**.
- C. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.
- D. Oral statements by OP **shall not** be part of any contract resulting from this solicitation and **may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by DHS**.

#### 1.11 RESPONSE SIGNATURE PAGE

- A. An official authorized to bind Contractor to a resultant contract **must** sign the *Response Signature Page* included in the *Technical Proposal Packet*.
- B. Contractor's signature on this page **shall** signify its agreement that either of the following **shall** cause the proposal to be disqualified:
  - 1. Additional terms or conditions submitted intentionally or inadvertently.
  - 2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

#### 1.12 AGREEMENT AND COMPLIANCE PAGE

- A. Contractor **must** sign the *Agreement and Compliance Page* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Page* is included in the *Technical Proposal Packet*.
- B. Contractor's signature on this page **shall** signify agreement to and compliance with all Requirements within the designated section.

#### 1.13 SUBCONTRACTORS

- A. Contractor **must** complete and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet* to indicate contractor'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* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **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.

#### 1.14 PRICING

- A. Prospective Contractor(s) shall include all pricing on the *Official Price Bid Sheet* only. Any cost not identified by the successful contractor but subsequently incurred in order to achieve successful operation **shall** be borne by

the Contractor. Consideration will only be given to those that bid all line items. The *Official Bid Price Sheet* is provided as a separate PDF file posted with this *Bid Solicitation*.

- B. To allow time to evaluate proposals, prices **must** be valid for 180 days following the bid opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package. The *Official Bid Price Sheet* is provided as a separate file posted with this *Bid Solicitation*.
- D. Contractor **must not** include any pricing in the hard copies or electronic copies of the *Technical Proposal Packet*. Should hard copies or electronic copies of the *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- F. All proposal pricing **must** be in United States dollars and cents.
- G. The *Official Bid Price Sheet* may be reproduced as needed.

#### 1.5 PRIME CONTRACTOR RESPONSIBILITY

- A. A single contractor **must** be identified as the prime contractor and shall be the sole point of contact.
- B. The prime Contractor **shall** be held responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

#### 1.16 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
  - The prices in the proposal have been arrived at independently, without collusion; and
  - 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 proposal by the Office of the Attorney General. All Contractors **shall** understand that this paragraph may be used as a basis for litigation.

#### 1.17 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. 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, 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 *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via e-mail 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. 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 **shall** be open to public inspection under FOIA without further notice to Contractor.
- J. If a redacted copy of the submission documents is not provided with Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **will** be released in response to any request made under FOIA.
- K. If the State deems redacted information to be subject to FOIA, Contractor will be notified of the State's determination prior to release of the documents.
- L. The State has no liability to Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

#### 1.18 CAUTION TO CONTRACTORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the OP buyer.
- B. Contractor **must not** alter any language in any solicitation document provided by the State.
- C. Contractor **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. Proposals **must** be submitted only 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. Contractor **must** provide clarification of any information in its response documents as requested by OP.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Contractors may submit multiple proposals. Each proposal shall be submitted separately and must include all documents and information required under this RFP in order to advance to evaluation.

#### 1.19 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. Contractors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the *Bid Solicitation* prior to submission of response.
- C. 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*.
- D. Vendor **shall** be responsible for checking the websites listed on page one (1) for any and all addenda up to bid opening.

#### 1.20 AWARD PROCESS

- A. Award Determination  
The Grand Total Score for each Contractor, which shall be the sum of the Technical Score and Cost Score, shall be used to determine the ranking of proposals. The State may move forward to negotiations pursuant to Ark. Code Ann. § 19-11-230, with those responsible Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award. Responsible Contractors reasonably susceptible of being selected for award is defined as any contractor that falls within the competitive range based on price and appears to provide the best value based on evaluation criteria.

**B. Discussions and Negotiations**

1. The agency **shall** have the right to enter into discussions with the qualifying vendor(s), to further define contractual details. All such discussions shall be conducted at the State's discretion, at any lawful time of the State's choosing. The State shall solely determine the items to be discussed or negotiated.
2. If discussions or negotiations fail to result in a contract, the negotiation process may be repeated until an anticipated successful vendor(s) has been determined or an award made, or until such time the State decides not to move forward with an award.
3. The State may elect to request best and final offers. Any best and final offer request made by the State will be conducted in accordance with Ark. Code Ann. § 19-11-230 for Contractor determined to be responsible and reasonably susceptible of being selected for award.

**C. Anticipation to Award**

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the websites listed on page one (1) of this RFP.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen (14) day posting period.
3. DHS **shall** have the right to waive the fourteen (14) day anticipated award posting period when it is in the State's best interest.
4. It is Contractor's responsibility to check the OP website 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. A State Procurement Official will be responsible for award and administration of any resulting contract.
3. DHS reserves the right to award multiple contracts.

**1.21 MINORITY AND WOMEN-OWNED BUSINESS POLICY**

- A. A minority-owned business is defined by Ark. Code Ann. § 15-4-303 as a business that is at least fifty-one percent (51%) 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 woman-owned business is defined by Ark. Code Ann. § 15-4-303(9) 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 *Proposal Signature Page*.

**1.22 EQUAL OPPORTUNITY POLICY**

- A. In compliance with Ark. Code Ann. § 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 hard copy accompanying the solicitation response.
- C. Contractors 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.



**1.23 COMBINED CERTIFICATIONS**

- A. Pursuant to Arkansas law, Contractor must certify it is not a Scrutinized Company and it does not currently and shall not for the aggregate term of any resulting contract:
1. Boycott Israel. See Ark. Code Ann. § 25-1-503.
  2. Knowingly employ or contract with illegal immigrants. See Ark. Code Ann. § 19-11-105.
  3. Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries. See Ark. Code Ann. § 25-1-1102.
  4. Employ a Scrutinized Company as a subcontractor. See Ark. Code Ann. § 25-1-1203.
- B. Contractor shall submit signed *Attachment H - Combined Certifications for Contracting with the State of Arkansas*.

**1.24 PAST PERFORMANCE**

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

**1.25 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 Ark. Code Ann. § 25-26-201 et seq., 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. 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, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (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, 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, 2019 (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 Ark. Code Ann. § 25-26-201 et seq., 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; and
  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 Ark. Code Ann. § 25-26-201 et seq., 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.

#### 1.26 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

Contractor’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: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

#### 1.27 MASTERCARD ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State’s authorized MASTERCARD 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. MASTERCARD is not the exclusive method of payment.

#### 1.28 PUBLICITY

- A. Contractors **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 Contractor’s proposal to be disqualified or for the contract to be terminated.

#### 1.29 RESERVATION

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

#### 1.30 DATA LOCATION

Contractor shall under no circumstances allow Arkansas data to be relocated, transmitted, hosted, or stored outside the continental United States in connection with any services provided under this contract entered into under this RFP, either directly by Contractor or its subcontractors.

#### 1.31 SCHEDULE OF EVENTS

##### **SOLICITATION SCHEDULE**

| ACTIVITY                                   | DATE                              |
|--|-----------------------------------|
| Public Notice of RFP                       | October 25, 2024                  |
| Deadline for Receipt of Written Questions  | November 1, 2024, 4:00 p.m. CST   |
| Response to written Questions, On or About | November 8, 2024                  |
| Proposal Due Date and Time                 | November 20, 2024, 11:00 a.m. CST |
| Opening Proposal Date and Time             | November 20, 2024, 12:00 p.m. CST |

|  |                  |
|--|------------------|
| Intent to Award Announcement Posted, On or About | January 24, 2025 |
| Contract Start Date (Subject to State Approval)  | July 1, 2025     |

**1.32 STATE HOLIDAYS**

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

| HOLIDAY                           | DATE                        |
|-----------------------------------|-----------------------------|
| New Year's Day                    | January 1                   |
| Dr. Martin Luther King's 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 – SPECIFICATIONS**

- **Do not** provide responses to items in this section unless specifically and expressly required.

### **2.1 INTRODUCTION**

This Request for Proposal (RFP) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) for the Division of Provider Services and Quality Assurance (DPSQA) and Division of Developmental Disabilities Services (DDS) to obtain pricing and a contract for an organization to conduct Pre-Admission Screening and Resident Review (PASRR) assessments and determinations.

DHS, at its sole discretion, reserves the right to request services for additional DHS divisions and locations.

### **2.2 BACKGROUND**

The PASRR is a Medicaid program created as part of the federal Omnibus Reconciliation Act of 1987 (OBRA) which established federal statutes for preadmission screenings and resident reviews prior to admission to ensure that individuals are not inappropriately placed in nursing facilities. Centers for Medicare and Medicaid (CMS) is the federal agency that oversees the State's Medicaid Programs.

PASRR described in 42 CFR § 483.100 through 483.138 is a federally mandated process to screen and evaluate all applicants to Medicaid-Certified nursing facilities, regardless of their payer source, to determine:

- A major mental disorder
- Intellectual Disability or related condition
- Combination of major mental disorder and an intellectual disability or related condition

A preliminary screening known as a Level I screening is conducted by nursing facilities and hospitals to determine whether there is a suspicion of a PASRR disability, mental illness (MI), intellectual disability (ID), or related conditions (RC). If the Level I screen indicates the individual has or is suspected of having a major mental condition, ID, and/or RC based on federal criteria, DHS will notify the Contractor to conduct Level II evaluations.

Level II evaluations are required when the Level I screen conducted is positive. Contractor will conduct Level II evaluations and determine whether the individual meets the level of care (LOC) criteria for placement, identify appropriate specialized services, and rehabilitative services that will be needed if the individual is placed in a facility, and what supports would be needed if/when the individual has potential for placement or transition to a lower level of care.

### **2.3 SERVICE DELIVERY LOCATION**

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

### **2.4 MINIMUM QUALIFICATIONS**

Contractor **must** meet the following requirements:

- Contractor **must** be registered to do business in the State of Arkansas and in good standing by the start of any resulting contract. For verification purposes, Contractor **must** provide a [Certificate of Good Standing](#), [Certificate of Authority](#), other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request.
- Bidder **must** include a copy of all required licensure and certification documents in its response to this solicitation. See "Response Documents."
- Contractor **must** have a minimum of three (3) consecutive years of experience with the behavioral health population and intellectually disabled population in a nursing home setting. For verification purposes, Prospective Contractor must complete *Attachment I - Client History Form*.
- Contractor's clinical staff **must** have a combined three (3) years of experience conducting PASRR assessments. For verification purposes, Prospective Contractor **must** complete *Attachment I - Client History Form*.
- Contractor **must** have at minimum, a clinical staff of the following licensed professionals: Psychiatrist, Psychologist, Physician, Nurse, Psychological Examiner, Licensed Professional Counselor, and Social Worker. For verification

purposes, Prospective Contractor **must** include a listing of all clinical staff including their licenses and/or certification numbers on page 5 of the *Technical Response Packet*.

## 2.5 SCOPE OF WORK

Contractor **shall** conduct Level II screening assessments for individuals referred by DHS in accordance with 42 CFR §§ 483.100 – 483.138, applicable Arkansas statutes and rules, and DHS policies. Contractor **must** adhere to the final federal regulations for the PASRR program. 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.

### 2.5.1 Staffing, Recruiting, and Training

Contractor **shall** be responsible for recruiting and training key personnel in the fields of medicine, psychiatry, psychology, nursing, and social work to meet the terms of the contract. All key personnel **must** maintain a current and valid license and/or certification throughout the duration of the resulting contract. Upon DHS request, Contractor **must** provide copies of licensure and/or certifications.

- A. Contractor **shall** ensure all staffing credentials for PASRR assessments are as follows:
  1. Psychiatrists - Licensed to practice in Arkansas and meet requirements for board certification.
  2. Psychologists - Licensed to practice by the Arkansas State Board of Examiners in Psychology.
  3. 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, Intellectual Disability or conditions related to Intellectual Disabilities.
  4. 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.
  5. Nurses - Licensed to practice in Arkansas and registered nurses with experience in performing geriatric, intellectual disability, or mental health diagnostic assessments.
  6. Physicians - Licensed to practice medicine in Arkansas. Medical specialists must also hold any applicable certification or accreditation.
  7. Licensed Professional Counselors - Licensed to practice in Arkansas and have experience in performing diagnostic assessments.
  8. Qualified Intellectual Disability Professional (QIDP) - A professional as defined under 42 CFR § 483.430 who has at least one (1) year of experience working directly with persons with Intellectual Disability 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 42 CFR § 483.430(b)(S).
- B. PASRR/MI: A psychiatrist, psychologist, psychological examiner, master's level social worker, registered nurse, physician, or counselor may conduct the PASRR/MI assessment.
- C. PASRR/ID: Any of the professionals specified in Section A above may conduct the PASRR/ID assessment. However, a QIDP **must** review the assessment and make the final service determinations for Contractor.
- D. 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 QIDP **must** review the assessment and make the final PASRR/ID service determination for Contractor and a psychiatrist must review the assessment and make the final PASRR/MI service determination for Contractor.
- E. DDS Assessments: A QIDP, as defined in 42 CFR § 483.430, **must** conduct the assessment.
- F. Contractor **shall** maintain a toll-free telephone number and an email address 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 and email address **must** be included in all correspondence with these individuals and/or their representatives.
- G. Contractor **shall** maintain a computer and email address for the receipt of PAS packets.

### 2.5.2 Content and Documentation

- A. Content and documentation of the Level II assessments **shall** be as follows:

1. 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 DHS.
  2. Pre-Admission Screening/Intellectual Disability/Developmental Disability (PAS/ID/DD) - as specified in the final PASRR federal regulations and changes thereto, and in a format agreed upon by DHS.
  3. PAS/ID/DD/MI - as specified in the final PASRR federal regulations and changes thereto, and in a format agreed upon by DHS.
  4. Resident Review/Mental Illness (RR/MI) - format to be agreed upon by DHS.
  5. Resident Review/Intellectual Disability/Developmental Disability (RR/ID/DD) - format to be agreed upon by DHS.
  6. Resident Review/Intellectual Disability/Developmental Disability/Mental Illness (RR/ID/DD/MI) - format agreed upon by DHS.
- B. Nursing Facilities (NFs) and hospitals will submit Level I information into the Arkansas Integrated Eligibility System (ARIES). DHS will review this information for completeness and conduct any research necessary to determine and identify those individuals with indications of MI, ID, or RC as set out in 42 CFR § 483.102. If the application or change of condition information reveals or indicates one (1) or more of these conditions, DHS will notify Contractor. Contractor **shall** conduct Level II Screening or Residential Review (PASRR) assessments for individuals referred by DHS. Within forty-eight (48) hours of completion of a Level II assessment, Contractor **shall** notify DHS of the determination. Contractor **shall** be responsible for ensuring that all pertinent information is communicated to the NF, hospital, or resident.

### 2.5.3 Coordination Procedures

- A. Contractor **must** coordinate procedures in accordance with 42 CFR § 483.128 to ensure the State meets the required annual average of seven (7) to nine (9) business days for completion of the PAS process. Costs for the coordination and research procedures described in this section shall be built into the costs for the Level II Screening Assessments - they must not be billed separately.
1. DHS will send the Level I PAS information ([DMS-787](#) and, if applicable, [DMS-780](#)) to Contractor from ARIES. This information should be used to conduct the Level II assessment.
  2. On occasion, facilities will transmit Level I packets to Contractor that do not in any way indicate a Level II PAS is appropriate or that have not been submitted in ARIES. Contractor shall forward these packets to OLTC as is. Contractor shall not be responsible for ensuring the packet's completeness; thus, the costs shall not be billed to DHS.
- B. Contractor **shall** coordinate with DHS as it relates to the ARIES tracking system. Contractor shall also maintain computerized tracking records of all cases and for providing reports on them as requested by DHS/OLTC. Contractor **shall** maintain the data in a format and manner compatible with DHS's computer systems and shall provide said data to OLTC upon request, in the format specified by OLTC.
- C. Emergency Placement Authorization Procedures  
In emergency medical situations, the State may authorize NF 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.
- D. Contractor **shall** implement procedures necessary to complete the Level II PAS within the seven (7) to nine (9) business days as is required in the current federal regulations. These procedures **shall** include without limitation:
1. Determination of the appropriate PAS evaluation type (MI, ID/DD, and Dual) and assignment to properly credentialed evaluator.
  2. Forwarding of necessary material to the evaluator.
  3. Simultaneous routing of a copy of the packet to OLTC for medical necessity review after the Level II evaluation.
  4. On-Site, face-to-face, Level II PAS evaluation of the applicant.
  5. Receipt of completed evaluation packet from the evaluator and the medical determination from OLTC.
  6. Determination of appropriate placement, specialized services, and other service determinations as specified for the different assessment categories.
  7. Ensuring that these service determinations are made by psychiatrists and QIDPs.
  8. Routing of service determination summary information form as specified below.
    - a. OLTC copy of service determination summary form on all PASRR assessments.
  9. Determination of the current location (i.e.: facility or residence) of the applicant at this point in the evaluation.
  10. Completion of telephone and written notifications as specified in the Federal regulations.
  11. Maintenance of the OLTC copy of the PASRR evaluation.

- E. Contractor **shall** explain in person or by phone PASRR processes, results, and procedures to applicant/resident, guardian, physician, provider (i.e.: NF, ICF/ID), legal representative, or family. In some cases, Contractor may need to assist the applicant or family in accessing other services through referral to OLTC, DDS, PASSE, and/or DAABHS.
- F. Contractor **shall** deliver the results of the Level II assessments and Resident Reviews (RR) to the DHS no later than forty-eight (48) hours after completion.

#### 2.5.4 History and Physicals

- A. In most cases, recent histories and physicals **shall** be available on individuals requiring PAS Level II and Resident Review (RR) assessments. If necessary, Contractor **shall** contact the attending physician, hospital physicians, NFs, or others to obtain the necessary history and physical.
- B. In some cases, it will be necessary for Contractor to arrange for a history and physical to meet federal regulations. DHS will reimburse the Contractor for the actual cost of the physical, provided Contractor receives authorization from DHS prior to the physical and it is necessary.

#### 2.5.5 Psychiatric Evaluations

In a very small number of cases, a second opinion or more extensive psychiatric evaluation of an individual may be necessary. Contractor **shall** be expected to arrange such evaluations. DHS **must** approve, in writing, any additional costs for these evaluations prior to the evaluation.

#### 2.5.6 Partial Assessments

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

#### 2.5.7 Administrative Services

- A. Contractor **shall** provide PASRR administrative services to DHS including, without limitation, services as described below:
  - 1. Establishing, maintaining, and updating a computer-based tracking system for all individuals falling under the purview of the PASRR program to date.
    - a. DHS will provide Contractor with a computerized history of the PASRR program. Contractor's computerized tracking system must be able to incorporate this data within twenty-four (24) hours of reception from DHS to avoid any loss or interruption of tracking capability.
    - b. Contractor **shall** maintain computerized tracking of all PASRR related data conducted under previous contracts.
  - 2. Maintaining computerized tracking data on each PASRR evaluation including, without limitation, the information/material specified below.
    - a. PASRR/MI computerized data **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, ID, 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/ID (Intermediate Care Facility for the Intellectually Disabled )  
 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 ID/DD Yes\_ No\_

*Exempting conditions*

Terminally ill  
Comatose  
Ventilator dependent  
Severely ill

*Categorical Determinations*

Impairment so severe that the individual could not expect 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 sent to the nursing facility, via email:

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-ID, home, or to other independent living, determined medically ineligible, declined or NF placement, PAS, Etc.)

- b. PASRR/ID 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, I/ID, 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/ID (Intermediate Care Facility for the Individual/Intellectual Disabilities) 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 Intellectual Disability Yes\_\_ No\_\_  
 Has a developmental disability Yes\_\_ No\_\_  
 Should be evaluated for MH Yes\_\_ No\_\_

*Exempting condition*

Terminal illness  
 Comatose  
 Ventilator dependent  
 Severe illness

*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 calendar 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/respite 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/IID (Intermediate Care Facility for the Individual/Intellectual Disabilities)  
 Residential care facility  
 Assisted living facility  
 Nursing home  
 Human development center  
 DDS group home  
 Supervised living  
 ICF/IID (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

Email

*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 sent to the nursing facility, via email:

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-ID, home or to other independent living, determined medically ineligible, decline NF placement, PAS, etc.)

- c. PAS/DUAL computerized data and paper service determination summary form **shall** include information as contained in the examples above. Contractor's computerized system **must** have the capability of separately assessing MI and ID/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.
  - d. 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 NFs, including name, address, telephone number, and state vendor number, provided by the Department.
  4. Tracking, in coordination with the DHS 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 DHS 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 NF. Contractor **shall** document the name and telephone number of the staff person in the receiving NF that was notified by telephone that the resident was approved for convalescent care only.
  6. Tracking and monitoring, in coordination with the DHS PASRR Coordinator, of the provision of specialized services in NFs 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 NF.
  7. Tracking and monitoring in coordination with DHS PASRR Coordinator of the service determinations for severe illness, terminal illness, ventilator dependent, comatose, in NFs, 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 NF.
  8. Contractor **shall** participate in all PASRR trainings to providers in conjunction with DHS.

## 2.5.8 Reporting Requirements

Contractor **shall** submit reports to DHS via email including, without limitation, monthly and final reports and specialized reports as may be deemed necessary by DHS. DHS will provide report templates. Any special reports will be requested in writing by DHS. Special reports must be submitted to DHS within the timeframes agreed upon between DHS and Contractor.

#### **2.5.9 Monthly Report**

- A. Contractor **shall** provide DHS with a monthly report which **shall** be received no later than the second business day 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/ID, PAS/DUAL, RR/MI, RR/ID, 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 of seven (7) to nine (9) business days PASRR evaluation requirements) for each person, 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.
    - 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 for community placement as follows: RCF, ALF, HDC
    - e. Recommended NF placement
    - f. Denied by DPSQA for not meeting medical eligibility but denial overturned by appeal process determination.
  11. The total number of change of conditions completed that required a RR redetermination.
  12. The total number of Level II PASRR's not completed due to not meeting medical eligibility.
  13. Total number of days to complete each assessment.

#### **2.5.10 Final Report**

By July 10<sup>th</sup> of each year, Contractor **shall** provide DHS with a cumulative final PAS summary report for: 1) the full contract term and 2) the outgoing State Fiscal Year. These reports **shall** follow the same format as the monthly reports.

#### **2.5.11 Utilization Control**

DHS will monitor 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.

#### **2.5.12 Methodology**

Any and all instruments and methodologies used to conduct the PASRR **shall** conform to all federal and state guidelines.

#### **2.5.13 Management Information System**

- A. 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.
- B. Contractor **shall** provide all software and hardware required to meet the terms of the contract. Contractor **shall** also provide any software necessary to connect Contractor's management and tracking system electronically, including without limitation, connections via the Internet, FTP, and ODBC connections to Contractor's database and to DHS. Contractor shall provide a web portal or direct computerized access to data to DHS. Contractor will not be responsible for providing computer hardware or peripherals to DHS. Contractor **shall** also be able to receive transfers and or documentation to and from DHS ARIES.

- C. The hardware and software **must** be compatible at all times with the hardware and software utilized by DHS and its security and privacy policies.
- D. Contractor shall provide upon contract execution and throughout the life of the contract, a complete list of all software, components, libraries, and any assets that will convey or will not convey with a close out of the contract. Items that do not convey require justification to be reviewed and approved by CMS and the State.
- E. Pursuant to 45 CFR § 95.617, DHS will have all ownership rights in software or modifications thereof and associated documentation designed, developed, installed, or enhanced with Federal financial participation (FFP).
- F. Pursuant to 42 CFR § 433.112(6) DHS will have royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for Federal Government purposes, software, modifications to software, and documentation that is designed, developed, installed, or enhanced with ninety percent (90%) FFP.
- G. DHS property is considered any property, including intellectual property, acquired or created by Contractor as a contract deliverable.
- H. Any applications software developed by Contractor in the performance of services under the contract that culminates from this solicitation must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.
- I. 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.
- J. Contractor **must** have a backup system in place to recover data. DHS requires that the system provides an automatic backup of data every four (4) hours. All backup servers and backup data associated shall reside in the continental United States. Contractor **shall** include backup and recovery procedures which will allow recovery of the system and all data up to the moment of an outage and successfully resume data collection within twenty-four (24) hours of any outage and/or disaster.
- K. All data obtained or maintained by Contractor under this contract shall be the property of DHS and **shall** be available to DHS at the termination of the contract, upon request, or both. If Contractor develops custom software or applications for storage, maintenance, or transfer of the data, Contractor **shall** provide such to DHS, including licenses in perpetuity, at the termination of the contract, upon request, or both.
- L. Contractor **must** submit an Interfaces Control Document (ICD). The ICD **must** detail all interfaces between Contractor's system and other systems, the plan for coordination with the interface partner, appropriate Data Sharing and Business Associate Agreements, and the context for these interfaces, including their proposal, definition, frequency of exchange, adherence to Federal and State standards, anticipated date of development, and any other salient information. Contractor shall be responsible for coordinating interface plans throughout the life of the contract.

#### 2.5.14 Web Page Management

Contractor **must** develop and manage a web page specific to the Arkansas PASRR program. The web page is for informational purposes only and **must** include, at least, instructions on how to submit a request.

#### 2.6 DISASTER RECOVERY AND BUSINESS CONTINUITY AND CONTINGENCY PLAN

- A. Contractor must submit a Disaster Recovery and Business Continuity and Contingency Plan for the technology and infrastructure components, as well as the business area operations continuity and contingency plan. Contractor, together with DHS, must affirm the plan, essential roles, responsibilities, and coordination efforts for those portions of the technical infrastructure and operations as deemed appropriate.
- B. Contractor shall address a wide range of infrastructure and services recovery responsibilities associated with, and/or arising from, partial loss of a function or of data for a brief amount of time to a worst-case scenario in which a man-made or natural disaster, data center equipment or infrastructure failure, or total system failure may result. The plan must include a procedure to allow facility access in support of restoration of lost data and to support emergency mode operations in the event of an emergency. Additionally, access control will include procedures for

emergency access to electronic information. The system must be protected against hardware and software failures, human error, natural disasters, and other emergencies that could interrupt services. The plan must address recovery of business functions, business units, processes, human resources, and the technology infrastructure.

- C. Contractor shall be responsible for supporting DHS and ensuring the disaster recovery environment is functioning. This includes assisting in disaster recovery testing. Contractor shall demonstrate disaster readiness through disaster recovery testing on an annual basis. The Disaster Recovery Plan and results of testing shall be provided to DHS upon request.

## 2.7 PRIVACY AND SECURITY

- A. Contractor shall ensure and maintain compliance with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), The Privacy Act of 1974, Arkansas Personal Information Protection Act (A.C.A. § 4-110-104), and other Federal and State privacy and security standards. Prior to award, Contractor **must** complete and sign a Business Associate Agreement (BAA). The State of Arkansas Security and Privacy policies can be found at:

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1001.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1003.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4002.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4008.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4009.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5000.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5010.pdf>

- B. Contractor shall disclose any breaches of privacy or security by contacting the DHS Information Technology Security Office within one (1) business day of the breach at DHS.IT.Security.Team@dhs.arkansas.gov.
- C. Contractor shall use protected health information (PHI) and/or other confidential information only in a manner that is necessary to provide the services required in this solicitation.
- D. Contractor shall safeguard the use and disclosure of, and restrict access to, PHI and/or other confidential information.

## 2.8 SCHEDULE

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, 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 QIDP 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.

## 2.9 CRIMINAL BACKGROUND CHECKS

Contractor **must** perform criminal background checks on all proposed staff members. Pursuant to those background checks, no staff member shall be staffed on this project if they have committed an offense that would preclude State employment as a "designated position," if applicable to the underlying contracted services, under Ark. Code Ann. § 21-15-102 or otherwise as a "designated financial or information technology position" pursuant to Ark. Code Ann. § 21-15-111.

## 2.10 INSURANCE

- A. Prior to contract award, Contractor **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.
- B. Contractor **shall** maintain insurance for the contract period and any resultant renewals in the minimum amounts:
- \$1,000,000 per occurrence general liability; and
  - \$3,000,000 aggregate, for professional liability, negligence, errors, omissions, and public liability.
- C. The insurance **must** have limits sufficient to cover losses resulting from, or arising out of:
- Contractor's action or inaction in the performance of the contract by Contractor, its agents, and/or employees, or subcontractors.

- D. 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.
- E. DHS must be notified, not less than forty-five (45) days in advance of any non-renewal, cancellation, or expiration of Contractor's insurance policy. In the event DHS receives a notice of non-renewal, Contractor **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.
- F. DHS **shall** have the right to inspect the original insurance policies held by Contractor.

## 2.11 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 Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards Contractor **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 contract term, should the State determine it is in its best interest. Any changes or additions to Performance Standards will be made in good faith following acceptable industry standards and may include Contractor's input so as to establish reasonably achievable standards.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the contract term.
- F. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages.
- G. In the event a Performance Standard is not met, Contractor will have the opportunity to defend or respond to the insufficiency. The State may waive damages if it determines there were extenuating factors beyond Contractor's control that hindered the performance of services or if it is in the State's best interest. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, Contractor **shall** follow the direction of the agency regarding the required compensation process.

### **SECTION 3 – SELECTION**

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

#### **3.1 TECHNICAL PROPOSAL SCORE**

- A. OP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposal Packets* that do not meet submission Requirements **shall** be rejected and **shall** not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying *Technical Proposals*. Evaluation will be based on Prospective Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
  1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

| Quality Rating | Quality of Response | Description   | Confidence in Proposed Approach |
|----------------|---------------------|---|---------------------------------|
| 5              | Excellent           | When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.   | Very High                       |
| 4              | Good                | When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.   | High                            |
| 3              | Acceptable          | When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.  | Moderate                        |
| 2              | Marginal            | When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.   | Low                             |
| 1              | Poor                | When considered in relation to the RFP evaluation factor, the proposal is inferior.   | Very Low                        |
| 0              | Unacceptable        | When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor. | No Confidence                   |

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings in a consensus scoring meeting. At this consensus scoring meeting, each evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores recorded on the preliminary Individual Score Worksheet with the committee, the individual committee members will be given the opportunity to change their initial individual score, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal. For purposes of scoring, only the final scores of the evaluators reflected on the Consensus Score Sheet will be used. Each evaluator shall sign the Consensus Score Sheet affirming that the score noted is the score intended by the evaluator.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.



C. The *Information for Evaluation* section has been divided into sub-sections.

1. In each sub-section, each item/question has been assigned a maximum value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

| Information for Evaluation Sub-Sections | Maximum Raw Points Possible | Sub-Section's Weighted Percentage | * Maximum Weighted Score Possible |
|---|-----------------------------|-----------------------------------|-----------------------------------|
| E.1 Experience                          | 45                          | 40%                               | 280                               |
| E.2 Approach and Methodology            | 15                          | 40%                               | 280                               |
| E.3 Tracking                            | 10                          | 20%                               | 140                               |
|   |                             |                                   |                                   |
| <b>Total Technical Score</b>            | <b>70</b>                   | <b>100%</b>                       | <b>700</b>                        |

\*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

D. The proposal's weighted score for each sub-section will be determined using the following formula:

$$(A/B) \times C = D$$

A = Actual Raw Points received for sub-section in evaluation  
 B = Maximum Raw Points possible for sub-section  
 C = Maximum Weighted Score possible for sub-section  
 D = Weighted Score received for sub-section

- E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
- F. Technical Proposals that do not receive a minimum weighted score/subtotal of 350 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

### 3.2 ORAL PRESENTATION/DEMONSTRATION SCORE

- A. The three Prospective Contractors with the top Technical proposal scores after the completion of the technical proposal evaluation may at the sole discretion of DHS be contacted to schedule an oral presentation/demonstration. Key staff proposed in the Bidder's technical proposal must be available to participate in the Demonstration/Oral Presentation.
- B. Should DHS elect to hold oral presentations/demonstrations, the buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Demonstration" score sheets.
- C. After each oral presentation/demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the oral presentation/demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information provided during the oral presentation/demonstration.
- D. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.

### 3.3 COST SCORE

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest annual grand total as shown on the *Official Bid Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

$$(A/B) * (C) = D$$

A = Lowest Total Cost

B = Second (third, fourth, etc.) Lowest Total Cost

C = Maximum Points for Lowest Total Cost

D = Total Cost Points Received

### 3.4 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the proposal's Grand Total Score. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor (See *Award Process*).

|   | Maximum Points Possible |
|---|-------------------------|
| Technical Proposal                        | 700                     |
| Cost                                      | 300                     |
| <b>Maximum Possible Grand Total Score</b> | <b>1,000</b>            |

### 3.5 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* **shall** signify Contractor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the *Technical Proposals*.

## **SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS**

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

### **4.1 PAYMENT AND INVOICE PROVISIONS**

- A. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- B. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- C. Payment will be made only after Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- D. Contractor 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.
- E. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- F. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/vendor/index.html>.

### **4.2 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 thirty (30) day written notice to the Contractor/Lessor in the event funds are not appropriated.
- B. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party.
- C. The State **shall not** continue a contract once any equipment has been repossessed.
- D. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- E. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- F. The State **shall not** enter a contract which grants to another party any remedies other than the following:
  1. The right to possession.
  2. The right to accrued payments.
  3. The right to expenses of de-installation.
  4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  5. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- G. The laws of the State of Arkansas **shall** govern this contract.
- H. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- I. 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:
  1. 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
  2. The contract has required the State to carry insurance for such risk.

#### 4.3 CONDITIONS OF CONTRACT

- A. Contractor **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. Contractor **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 Contractor.
- C. 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*. Do not complete and return any of the above-named attachments. They are for your information only.

#### 4.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction, or theft of Contractor-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. Contractor will 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 Contractor-owned items.
- B. Contractor'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 Contractor's gross negligence or willful misconduct; 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. Contractor 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 Contractor's gross negligence or willful misconduct; 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. Contractor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

#### 4.5 PERFORMANCE BONDING

- A. Contractor **shall** be required to obtain performance bonds to protect the State's interest as follows:
  - 1. The amount of the performance bonds **shall** be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the State's protection. Such performance bond must be provided to DHS prior to signing the contract.
  - 2. The State **shall** require additional performance bond protection when a contract price is increased or modified.
  - 3. The additional performance bond **must** be delivered to the DHS Chief Procurement Officer within fourteen (14) calendar days of request.
  - 4. Contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the contract term. The performance bond documentation **must** be provided to the State with each required notice.
  - 5. Failure to provide is a breach of contract and may result in immediate contract termination, prohibition against future bidding with the State, the addition of Contractor to the DHS excluded provider list, etc.

**4.6 RECORD RETENTION**

- A. Contractor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and as specified by 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.

**4.7 PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. Contractor **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 has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OP has the right to approve or deny the request.

**4.8 CONFIDENTIALITY**

- A. Contractor, Contractor's subsidiaries, and Contractor's employees **shall** be bound to all laws and Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancelling 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.

**4.9 CONTRACT INTERPRETATION**

Should the State and Contractor 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.

**4.10 CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause at DHS's discretion. 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 Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation, 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, Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

**4.11 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 Contractor will 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 **must** be fully performed.

## **SECTION 5 – 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 State's interest.
- 3. **BID SUBMISSION:** Original *Proposal Packets* **must** be submitted to OP on or before the date and time specified for bid opening. The *Proposal 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 proposals **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 (30) 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 Contractor to supply additional descriptive material. Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternative 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*. 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. Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by Contractor, such items **shall** function properly when installed. Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. Contractor's obligations under this paragraph **shall** survive for a period of one (1) 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 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 Contractor.
- 10. **AMENDMENTS:** Contractor's proposals 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 Contractor cannot meet the stated delivery, alternative delivery schedules may become a factor in an award. OP **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 Contractor.
- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of OP. 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 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 OP 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. Contractor **must** give written notice to OP 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:** Contractor **shall** be paid upon 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 Contractor hereunder or in contemplation hereof or developed by 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 Contractor's expense to the F.O.B. point provided by the agency or OP. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** 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 Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission, which shall have exclusive jurisdiction over any and all claims that Contractor may have arising from or in connection with this Agreement. Unless Contractor's obligations to perform are terminated by the State, Contractor shall continue to provide the Services under this Agreement even in the event that 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 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 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, Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation, Contractor has provided services which the State has accepted, 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, Contractor agrees that: (a) 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, Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color,

sex, age, religion, handicap, or national origin; (c) 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 Contractor to comply with the statute, 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) 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:** 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 Contractor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, Contractor named on the *Proposal 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.