



STATE OF ARKANSAS

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

INVITATION FOR BID BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION

Bid Number:	0710-17-1039	Solicitation Issued:	10/30/2017
Description:	Electronic Health Record and Meaningful Use		
Agency:	Department of Human Services (DHS)/Division of Medical Services (DMS) by Office of Procurement (OP)		

SUBMISSION DEADLINE FOR RESPONSE

Bid Submission Date:	11/14/2017	Bid Submission Time:	1:00 p.m. Central Time
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Bids **shall not** be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid submission date and time. Bids received after the designated bid submission date and time **shall** be considered late and **shall** be returned to the vendor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).

DELIVERY OF RESPONSE DOCUMENTS

Delivery Address: Drop off (walk in):	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201
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.	
Bid's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Vendor's name and return address

Department of Human Services CONTACT INFORMATION			
OP Buyer:	Warren Jensen	Buyer's Direct Phone Number:	501-537-1066
Email Address:	warren.jensen@dhs.arkansas.gov	DHS's Main Number:	501-682-1001
DHS Website	http://humanservices.arkansas.gov/Pages/default.aspx		
OSP Website	http://www.arkansas.gov/dfa/procurement/bids/index.php		
DMS Website	https://www.medicaid.state.ar.us/provider/logon.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

The contractor will operate as an effective liaison between Division of Medical Services (DMS) and Eligible Professionals (EP) as defined by the Medicaid Electronic Health Record (EHR) Incentive Program. The contractor will offer effective technical assistance to Medicaid eligible professionals, including specialists. The contractor shall conduct outreach to encourage Medicaid eligible professionals, including specialists, to continue participation in the Medicaid EHR Incentive Program.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single vendor.
- B. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
- C. The term of this contract **shall** be for up to one (1) year. The anticipated starting date for the contract is 01/01/2018. Upon mutual agreement by the vendor and agency, the contract may be renewed by OP on a year-to-year basis, for up to three (3) additional one-year terms or a portion thereof.
- D. The total contract term **shall not** be more than four (4) years.

1.3 ISSUING AGENCY

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

1.4 BID OPENING LOCATION

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

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

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

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

1.5 DEFINITION OF REQUIREMENT

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

1.6 **DEFINITION OF TERMS**

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

1.7 **RESPONSE DOCUMENTS**

A. *Bid Response Packet*

- 1. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Bid Signature Page*.
- 2. Vendor’s signature on this page **shall** signify vendor’s agreement that either of the following **shall** cause the vendor’s bid to be disqualified
 - a. Additional terms or conditions submitted intentionally or inadvertently.
 - b. Any exception that conflicts with a Requirement of this *Bid Solicitation*.
- 3. The following items **shall** be submitted with the *Bid Response Packet in a sealed envelope*.
 - a. EO 98-04 Disclosure Form (Attachment A).
 - b. Copy of Vendor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. Signed addenda to this IFB, if applicable. (See Requirement of Addendum.)
 - d. Documentation that vendor meets the minimum qualifications outlined in this IFB. (See *Minimum Qualifications*.)
- 4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information. **Submit one (1) electronic copy of the response packet, excluding the Official Bid Price Sheet, preferably on a flash drive. To the extent possible, all electronic files should be a single document in PDF format.**

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

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

1.8 **AGREEMENT AND COMPLIANCE PAGES**

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

1.9 **SUBCONTRACTORS**

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet* to indicate vendor’s intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.

1.10 PRICING

- A. Vendor(s) **must** include all pricing on the Official Bid Price Sheet(s) only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided in the Bid Response Packet.
- B. To allow time to evaluate bids, prices **must** be valid for 120 days following the bid opening.
- C. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- D. All bid pricing **must** be in United States dollars and cents.
- E. The Official Bid Price Sheet may be reproduced as needed.
- F. The *Official Bid Price Sheet* **must** be separately sealed from the *Bid Response Packet*.

1.11 PRIME CONTRACTOR RESPONSIBILITY

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

1.12 INDEPENDENT PRICE DETERMINATION

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

1.13 PROPRIETARY INFORMATION

- A. Response documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive.
- C. 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.
- D. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- F. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.14 CAUTION TO VENDORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.

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

1.15 **REQUIREMENT OF ADDENDUM**

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

1.16 **AWARD PROCESS**

- A. Vendor Selection
 - 1. Award **shall** be made on an ALL OR NONE basis to the lowest responsive bidder. Bidders must meet minimum qualifications. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
 - 2. Contract award, extension, or renewal is contingent upon approval by officials of DHS, subsequent approval by the DHS Office of Procurement, review by the Legislative Council and the availability of State funds. Changes to any non-financial portion of this agreement may be made with the agreement of both DHS and the Contractor.
- B. Anticipation to Award
 - 1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the following websites:
http://www.arkansas.gov/dfa/procurement/pro_intent.php
<http://humanservices.arkansas.gov/Pages/default.aspx>
<https://www.medicaid.state.ar.us/provider/logon.aspx>
 - 2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
 - 3. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.

4. It is the vendor's responsibility to check the above referenced websites for the posting of an anticipated award.

C. Issuance of Contract

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

1.17 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.18 EQUAL EMPLOYMENT OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, OP is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* included with the solicitation response.
- B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but **shall** also be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to OSP is a one-time Requirement. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Vendors, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

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

1.20 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

- C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.21 PAST PERFORMANCE

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

1.22 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

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

1.23 VISA ACCEPTANCE

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

1.24 PUBLICITY

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

1.25 RESERVATION

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

1.26 SCHEDULE OF EVENTS

Public Notice of IFB	October 30, 2017
Date and time for Bid Submittal	November 14, 2017 1:00 p.m. Central Time
Date and time for Opening Bids	November 14, 2017 2:00 p.m. Central Time
Intent to Award Announced, On or About	November 11/15, 2017
Contract Start, (Subject to State Approval) On or About	December 15, 2017

1.27 STATE HOLIDAYS

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

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

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

SECTION 2 – MINIMUM REQUIREMENTS

2.1 INTRODUCTION

The Arkansas Department of Human Services (DHS), Division of Medical Services (DMS), is issuing this Invitation for Bid (IFB) to procure a vendor to perform provider recruitment and technical assistance to eligible professionals as outlined in the American Recovery and Reinvestment Act of 2009, specifically the Health Information Technology for Economic and Clinical Health (HITECH) Act, for participation in all stages of the Electronic Health Records (EHR) Incentive Program. The Vendor shall provide methods and procedures to successfully recruit and assist those Eligible Professionals (EPs) who participate in the EHR incentive program pursuant to CFR 495.

DMS is the administrator of the Electronic Health Record Incentive Program. The program was established under the HITECH Act, as part of the American Recovery and Reimbursement Act of 2009. The Center for Medicare and Medicaid Services (CMS) is the federal program that provides federal oversight and funding for the program and its related health information technology activities.

More specific information about the Meaningful Use EHR Incentive Program can be found on the Arkansas Medicaid website: <https://www.medicaid.state.ar.us/Provider/ehr/ehr.aspx>.

The successful respondent will be responsible for the performance of all duties contained within this IFB for the firm and fixed price quoted in the Vendor's response to this IFB. All responses must state a firm and fixed price for the services described.

All information contained in this IFB and any amendments reflect the best and most accurate information available to DMS at the time of IFB preparation. No inaccuracies in such data shall constitute a basis for altering payments to the Vendor or for the legal recovery of damages, actual, consequential or punitive, except to the extent that such inaccuracies are the result of intentional misrepresentation by DMS.

2.2 SERVICE DELIVERY LOCATION

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

2.3 MINIMUM QUALIFICATION

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

- A. Vendor shall submit an organizational chart to DMS as a part of this IFB response. This plan shall include a breakdown of job duties and responsibilities of management staff.
- B. Proven experience in implementing and maintaining a MU provider support and technical assistance program that has been in business for a minimum of three (3) years. Vendor **shall** provide evidence of this experience in the *Bid Response Packet* attached to Section 3.
- C. Provide three (3) references for projects of similar size and scope, including contact name, title, telephone number, and address. Performance references should also include contract type, size, and duration of services rendered. You may not use any Arkansas Medicaid Agency personnel as a reference. Include this narrative in the *Bid Response Packet* attached to Section 3.

2.4 SCOPE OF WORK

Vendor's response **shall** demonstrate the Vendor's ability to perform all of the requirements and services listed below and as further explained in any attachments to this IFB. All attachments are made part of this IFB and incorporated by reference.

The purpose of the EHR Incentive program is to encourage the adoption and meaningful use (MU) of health information technology, including certified electronic health records technology, to improve outcomes and improve cost control of health care delivery for our served populations. Under this program DMS, in accordance with the

rules and regulations of this federal program provides technical assistance and monetary incentives to those EPs who are participants in the EHR incentive program.

The contractor will develop and provide services to Medicaid EPs to safeguard protected health information (PHI) in compliance with Health Insurance Portability and Accountability Act (HIPAA) privacy and security best practices.

Currently, DMS has over six hundred seventy-three (673) EP's participating in the EHR incentive program. DMS estimates that an additional one thousand forty-two (1,042) EP's have received the first payment and could potentially qualify as unique participants in the EHR Incentive program with effective outreach, recruitment, and technical assistance.

With this IFB, DMS seeks to implement a continuing strategy and process to engage, re-engage and assist all of its eligible professionals. The goal is to maintain a minimum active participation rate of fifty percent (50%) of all EPs who have received at least one (1) payment in the EHR Incentive Program. The specific focus on re-engagement is on payment year(s) two (2), three (3), and Federally Qualified Health Centers (FQHC). The processes and strategies covered in this IFB include EP recruitment and retention for the EHR Incentive Program and the provision of technical assistance to EPs on the meaningful use of EHR technology as required for participation in the EHR Incentive Programs.

DMS strives to assist EPs in their participation in all stages of the EHR Incentive Program. These program stages are currently categorized as:

- a. Modified Stage 2, Meaningful Use
- b. Stage 3, Meaningful Use - Years 1 & 2

2.5 RECRUITMENT WORKFLOW

In order to more effectively manage this effort, DMS has provided the basic workflow process that will be used in this recruitment effort. Vendor should be familiar with this process. If Vendor is awarded the contract, they should be prepared to discuss the process, and if requested, make any recommendations regarding the approach and strategy. DMS reserves the right to change the workflow as necessary to meet the objectives of EHR Incentive Program.

EP Recruitment Workflow

Eligible Professional Recruitment Workflow

- a. DMS will provide Vendor with a target list or spreadsheet that will identify potential Eligible Professionals by payment year, provider National Provider Identifier (NPI), provider ID, and county of practice. DMS will provide this target list at least annually.
- b. Vendor will review the target list or spreadsheet and coordinate their recruitment visits on-site and deliver proposed monthly travel schedule to DMS by the 15th of the preceding month in which the visits are to occur.
- c. The Vendor staff will update DMS as the visits are concluded in a manner acceptable to DMS.
- d. All Vendor initiated provider attestations not approved or pending will be returned to Vendor for correction, provider follow-up, and resolution in a timely manner.

2.6 PRIMARY REQUIREMENTS

Vendor shall be required to:

- Recruit and enroll non-participating EPs into the EHR Incentive Program. This includes account registration into the National and State Level Registries.
- Technical assistance to participating EP's regarding MU attestation submissions for all stages of the EHR program, including the submission of electronic clinical quality measures (eCQM), as required based on the appropriate EHR program stage. Assist with education and outreach so as to increase the rate of retention among the participating EP's in successive stages and program years.
- Provide technical assistance, as directed, regarding the provider utilization of Health Information Exchange (HIE) tools.
- Provide technical assistance to EP's, as directed, to help with work-flow and change management issues as it pertains to the adoption and utilization of electronic health record systems.

- Effectively follow the Workflow as described in Section A above, or as modified by DMS after the contract award.

2.7 REPORTING

During the execution of the activities of the contract, Vendor must submit periodic status reports covering activities, problems and recommendations. During the first three (3) months of recruitment activity, Vendor must submit these reports bi-weekly and will include information described by DMS.

After the first three months of operation, Vendor must submit the same status reports on a monthly basis. The status report must summarize all information for the current reporting period and the year-to-date as well as provide analysis and commentary on the numerical figures presented in the reports, supporting documentation related to any conferences/meetings/forums, subscriptions, and print/advertising.

DMS prefers that the Vendor provide and utilize a web-based Customer Resource Management (CRM) application; however, in the absence of a Vendor CRM, all reports must be provided electronically, unless otherwise specified, in a DMS-approved format which may include without limitation Microsoft Word or Excel. DMS reserves the right to modify the reporting format(s) and information to be reported once the contract is awarded.

2.8 SECONDARY REQUIREMENTS

Contractor shall be expected to perform all requirements and deliverables within this IFB. Additional Contractor requirements are listed below and will be done only at the request and prior approval of DMS. Contractor shall coordinate with the DMS EHR Program Manager throughout the term of this contract for any questions and further direction as it relates to the functions of this IFB.

- Make recommendations for changes to the existing recruitment process and procedures. Recommendations shall also include the addition of new procedures, services or equipment for approval to increase efficiency, program effectiveness, and the meaningful use of certified EHR technology as it relates to this IFB.
- Make recommendations to DMS for provider education, marketing, and outreach as it relates to information and data obtained from requesting providers.

2.9 PERSONNEL

Vendor must maintain sufficient staffing levels to meet the outreach/education objectives and recruiting visitation goals in a timely manner.

At a minimum, Vendor's key personnel must include the following positions:

- a. **Project Manager (PM).** Vendor shall propose a PM with the following minimum qualifications:
 - A minimum of a Bachelor's degree in Nursing, Health Information Management, Hospital Administration OR an Associate's degree in Healthcare, Quality Assurance, Health Informatics, or Health Information Services.
 - Minimum of five (5) years of experience in project management, including day-to-day responsibility for supervising activities covered in this IFB, as well as implementing policy directions related to the meaningful use of certified EHR technology.
 - At least five (5) years of experience in technical assistance, education, outreach, administration, meeting outline participation metrics, and management of the CMS Meaningful Use EHR incentive program. The experience shall include a thorough understanding of the EHR Incentive payment program, including but not limited to:
 - i. National Level Registry (NLR), State Level Registry (SLR) and payment attestation process;
 - ii. Working knowledge of MU Audits Requirements for each applicable year; and
 - iii. Clinical Quality Measures (eCQM) submission and understanding

In the event the PM does not meet the requirements of DMS before or after implementation, Vendor shall recommend a candidate to DMS who is capable of performing contract obligations. Vendor shall not change its

PM without prior written approval from DMS, and such approval shall not be unreasonably delayed or withheld. Vendor shall make a good faith effort to use the PM for not less than twelve (12) months to ensure successful contract performance.

Vendor's PM shall serve as liaison between Medicaid and Vendor and shall be available and responsible for consultation and assistance with issues arising within the scope of the Contract. PM shall attend, upon request, DMS meetings, meetings and hearings of legislative committees and interested governmental bodies, agencies, and officers. PM shall provide timely and informed responses when operational and administrative issues arise in relation to obligations under this contract. Whenever the PM is not available, Vendor shall provide a designated alternate fully capable of meeting the requirements of this IFB.

Additional responsibilities of the PM include but are not limited to:

- Assuring timely compliance with all contract responsibilities and deliverables
- Attending monthly contract status meetings and other meetings upon DMS request
- Notifying DMS's EHR Program Manager of any proposed changes in personnel; organizational changes; any system problems; etc., within time period specified within this IFB.

b. **EHR Lead Program Specialist(s).** The Vendor shall assign a sufficient number of Full-Time Equivalent (FTE) EHR Program Specialist(s) with each Specialist being licensed as a Registered Nurse (RN). The Specialist(s) should exhibit a thorough understanding of, and a minimum of three (3) years' cumulative professional experience in, one or more of the following areas:

- Overview of Health IT
- Legal and Regulatory Aspects of Health IT
- Goal Setting and Benefits Realization for Health IT and Change Management
- Change Management & Workflow for Health IT
- HIT Technology, Privacy and Security
- Principles of HIT Project Management
- HIT System Selection
- HIT Implementation and Support
- Health Information Exchange

In addition, experience shall include a thorough understanding of the CMS MU EHR Incentive payment program, including but not limited to:

- National Level Registry (NLR),
- State Level Registry (SLR),
- MU Audits, and
- e-Clinical Quality Measures (eCQM)
- Working knowledge of the EP payment attestation process

2.10 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Attachment C: Performance Based Contracting* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.

- F. Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages or termination of the contract.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend, respond to, or cure to as determined by the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services or it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.

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

SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS**3.1 PAYMENT AND INVOICE PROVISIONS**

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

3.2 GENERAL INFORMATION

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

- The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
- The contract has required the State to carry insurance for such risk.

3.3 **CONDITIONS OF CONTRACT**

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

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

3.4 **STATEMENT OF LIABILITY**

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

3.5 **RECORD RETENTION**

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

3.6 CONFIDENTIALITY

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

3.7 CONTRACT INTERPRETATION

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

3.8 CANCELLATION

- A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. Upon default of a vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.
- C. In addition to other remedies, including without limitation damages, provided for under the contract, failure of a vendor to satisfy any Performance Standard is grounds for the State to terminate the contract. Before the State exercises its right to terminate the contract for failure of a vendor to satisfy a Performance Standard, the vendor may be given an opportunity to defend, respond to, or cure as determined by the State, the identified insufficiency in Performance Standards if it is determined to be in the best interest of the State. The effective date of termination shall be 30 days from the date of notification, unless a longer timeframe is specified in the notification.

3.9 SEVERABILITY

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