



**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:	710-22-0034	Solicitation Issued:	September 12, 2022
Description:	Patient Centered Medical Home (PCMH) Portal		
Agency:	Department of Human Services		
SUBMISSION DEADLINE			
Proposal Submission Date and Time	<del>October 24</del> <u>November 7</u> , 2022, 1:00 p.m., Central Time	Proposal Opening Date and Time:	<del>October 24</del> <u>November 7</u> , 2022, 2:00 p.m., Central Time
<p>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).</p>			
DELIVERY OF RESPONSE DOCUMENTS			
Drop off Address:	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 <sup>th</sup> Street, Slot W345 Little Rock, AR 72201		
	<p>Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></p>		
Proposal's Outer Packaging:	<p>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.</p> <p>▪ Solicitation number    ▪ Date and time of proposal opening    ▪ Prospective Contractor's name and return address</p>		
OFFICE OF PROCUREMENT CONTACT INFORMATION			
OP Buyer:	Arnetia Dean	Buyer's Direct Phone Number:	501-683-5969
Email Address:	<a href="mailto:DHS.OP.Solicitations@dhs.arkansas.gov">DHS.OP.Solicitations@dhs.arkansas.gov</a>	OSP's Main Number:	501-683-4162
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 Office of Procurement (OP) for the Department of Human Services (DHS) to obtain pricing and contract(s) for a Patient Centered Medical Home (PCMH) Provider Portal Solution. 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 Arkansas Code §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 May 1, 2023. Upon mutual agreement by the 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 be more than seven (7) years.

### 1.4 ISSUING AGENCY

The Office of Procurement (OP), as the issuing office, is the sole point of contact throughout this solicitation process. Prospective Contractor 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

Proposals received by the opening time and date **shall** be opened at the following location:

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

Prospective Contractors wishing to attend the bid opening must report to the main entrance of the Arkansas Department of Human Services, Donaghey Plaza South, 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 more detailed directions to the bid opening location.

**NOTE:** When circumstances warrant, DHS may elect to conduct the bid opening entirely via video conference. If DHS makes this election, DHS shall post a link to the video conference on its website. If the bid opening will be conducted entirely via video conference, individuals will not be permitted to attend in-person.

## 1.6 ACCEPTANCE OF REQUIREMENTS

- A. The words “**must**” and “**shall**” signify a Requirement of this solicitation and that the Contractor’s agreement to and compliance with that item is mandatory.
- B. A Contractor’s proposal will be disqualified if a Contractor 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.)

## 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.

## 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 not be two sided.
  - 2. The Proposal Packet should be clearly marked “Original” and **must** include the following:
    - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
    - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
    - c. Original signed *Proposed Subcontractors Form*. (See *Subcontractors*.)
    - d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet (Attachment B2)*.
    - e. EO 98-04 Disclosure Form, *Attachment A*. (See *Standard Terms and Conditions, #27. Disclosure*.)
    - f. Other documents and/or information as 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*.)
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". Prospective Contractor **must not** include any pricing in the hard copies or electronic copies of their *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. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
  - b. Two (2) electronic copy of the *Technical Proposal Packet*, preferably on flash drives. A CD will also be acceptable. All items on flash drive or CD 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. A CD will also be acceptable. (See *Proprietary Information*.)
  - e. If OP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
2. Additional Copies of the Official Bid Price Sheet
  - a. Prospective Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax.
  - b. *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." Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
3. One (1) redacted (marked "REDACTED") copy the original *Technical Proposal Packet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

## 1.9 ORGANIZATION OF RESPONSE DOCUMENTS

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

- All *Agreement and Compliance Pages*.
- Signed Addenda, if applicable.
- E.O. 98-04 – *Contract Grant and Disclosure Form*.
- *Equal Opportunity Policy*.
- *Proposed Subcontractors 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

- A. Prospective 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 September 22, 2022. Submit questions to the OP buyer as shown on page one (1) of this *Bid Solicitation*. It is the Prospective 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 submission.
- B. The attached response template (*Attachment B1*) should be used for submission of all written questions. For each question submitted, Prospective Contractor 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.
- C. Prospective 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 October 3, 2022.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.
- E. Oral statements by OP **shall not** be part of any contract resulting from this solicitation and **may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by DHS**.

### 1.11 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Prospective Contractor's signature on this page **shall** signify contractor's agreement that either of the following **shall** cause the Prospective Contractor's 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 PAGES

- A. Prospective Contractor **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 *Technical Proposal Packet*.
- B. Prospective Contractor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

### 1.13 SUBCONTRACTORS

- A. Prospective Contractor **must** complete, sign 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. Contractor(s) shall include all pricing on the *Official Bid Price Sheet* and *Cost Proposal Template* only. Any cost not identified by the successful contractor but subsequently incurred in order to achieve successful operation **shall** be borne by the Contractor. The *Official Bid Price Sheet* and *Cost Proposal Template* are provided as separate attachments 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 and Cost Proposal Template*, 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 their *Technical Proposal Packet*. Should hard copies or electronic copies of their *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.

#### 1.15 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, the 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, the 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. The 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 the Freedom of Information Act (FOIA) without further notice to the 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 the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Contractor will be notified of the State's determination prior to release of the documents.
- L. The State has no liability to a 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 their 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. The Prospective Contractor **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 Arkansas Code Annotated § 19-11-230, with those responsible Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

**B. Discussions and Negotiations**

1. If the agency so chooses, it shall also have the right to enter into discussion with the qualifying Prospective Contractor(s), to further define contractual details. All such discussions shall be conducted at the sole discretion of the State and may be conducted 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 Prospective Contractor(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 with the responsible Contractors that meet the minimum qualifications at section 2.2.

**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-day posting period.
3. DHS **shall** have the right to waive the fourteen (14) day anticipated award posting period when it is in the best interest of the State.
4. It is the 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 Arkansas Code Annotated § 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 Arkansas Code Annotated § 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 Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.



- C. 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. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

### 1.23 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Contractor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants. If selected, the Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.
- B. OSP will notify the selected contractor(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 contractor(s) at that time.

### 1.24 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 Proposal Signature Page of the response packet, a Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

### 1.25 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a 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.

### 1.26 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. ACCORDINGLY, THE CONTRACTOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
  - 1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
  - 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
  - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
  - 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;

5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
  6. Integrating into networks used to share communications among employees, program participants, and the public; 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 Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

## 1.27 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The 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.

## 1.28 VISA ACCEPTANCE

- A. Awarded Contractor 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.

## 1.29 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 a Contractor's proposal to be disqualified or for the contract to be terminated.

## 1.30 RESERVATION

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

## 1.31 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 the Contractor or by its subcontractors.

## 1.32 SCHEDULE OF EVENTS

**SOLICITATION SCHEDULE**

ACTIVITY	DATE
Public Notice of RFP	September 12, 2022
Deadline for Receipt of Written Questions	September 22, 2022 4:00pm CST
Response to written Questions, On or About	October 3, 2022
Proposal Due Date and Time	<del>October 24</del> <u>November 7</u> , 2022 1:00pm CST
Opening Proposal Date and Time	<del>October 24</del> <u>November 7</u> , 2022 2:00pm CST
Intent to Award Announcement Posted, Onn or About	February 10, 2023
Contract Start Date (Subject to State Approval)	May 1, 2023

**1.33 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 Office of State Procurement (OSP) for the Arkansas Department of Human Services (DHS) to contract with a qualified vendor for hosting and operating an analytic engine software-based service to support Arkansas's Patient Centered Medical Home (PCMH) Portal.

The PCMH Portal is a web-based system used by program participating providers/practices for purposes of enrolling, with, reporting about, and receiving information from DMS regarding the PCMH program. The PCMH Portal is an analytic engine for configuring and implementing metric based (quality, payment, and performance metrics) programs (Patient Pathways) for a comprehensive metric-based payment system. The metric-based program rewards providers who deliver high quality, patient-centered, and cost-effective care based on the reported performance metrics. Providers are incented to provide the best patient care possible by making earlier investments in diagnosis, patient education and treatment; to effectively coordinate care, minimize preventable complications and inefficient use of services; and to refer patients to the highest-value providers.

Due to the 7-year contract limitation under Ark. Code Ann. § 19-11-238, the Arkansas Department of Human Services (DHS) is on a short timeline to establish a new contract no later than May 1, 2023. A failure to obtain a replacement system would jeopardize the continuity of the Patient Centered Medical Homes (PCMH) program and would interrupt exchange of information related but not limited to performance and clinical metrics between program participating providers and DHS, possibly jeopardizing timely payment to providers and patient care.

### 2.2 PROJECT ACRONYMS AND DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Acronym	Descriptor/Definition
A.C.A.	Arkansas Code Annotated
ABAWD	Able-Bodied Adults Without Dependents
ACF	U.S. Department of Health & Human Services - Administration for Children and Families
Administrative Appeal	Providers may request a reconsideration/administrative appeal regarding program participation, payment, or other adverse action if they disagree with a DMS' decision.
ADT	Admission/Discharge Transfer
AI	Artificial Intelligence
API	Application Programming Interface
ARKids	Department of Human Services, Children's Medicaid & CHIP Program
Attributed Beneficiaries	The Medicaid beneficiaries for whom primary care physicians and participating practices have accountability under the PCMH program. A primary care physician's attributed beneficiaries are determined by the ConnectCare Primary Care Case Management (PCCM) program. Attributed beneficiaries do not include dual eligible beneficiaries.
Attribution	The methodology by which Medicaid determines beneficiaries for whom a participating practice may receive practice support and incentive payments.
BAA	Business Associate Agreement
Care Coordination	The ongoing work of engaging beneficiaries and organizing their care needs across providers and care settings.

Care Coordination Payment	Quarterly payments made to participating practices to support care coordination services. Payment amount is calculated per attributed beneficiary, per month.
CHIP	Children's Health Insurance Program (ARKids B)
CMS	Centers for Medicare and Medicaid Services
COLA	Cost of Living Adjustment
Concurrent Patient Pathway	A group of claims from a single patient that could be assigned and counted as part of more than one metric group/subgroup for performance calculations.
CPT	Current Procedural Terminology
CRMs	Customer Relationship Management systems
CSE	Child Support Enforcement
CST	Central Standard Time
DDS	DHS Division of Developmental Disabilities Services
Default Pool	A pool of beneficiaries who are attributed to participating practices that do not meet the requirements in Section 233.000, part A or part B.
DEV	Development Environment
DHS	Department of Human Services
eCQM	Electronic Clinical Quality Measures
ED	Emergency Department
EHR	Electronic Health Records
EMR	Electronic Medical Records
EO	Equal Opportunity
FedRAMP	Federal Risk and Authorization Management Program - Standardizes security assessment and authorization for cloud products and services used by U.S. federal agencies.
FHIR®	Fast Healthcare Interoperability Resources
FMAP	Federal Medical Assistance Percentages
FTE	Full-Time Equivalent Employee
HBE	Arkansas Health Benefits Exchange
HIE	Arkansas Health Information Exchange – also called SHARE
HIM	Health Information Management
HIPAA	Health Insurance Portability and Accountability Act
HIT	Health Information Technology
HL7	HL7 (Health Level Seven) is a standard for exchanging health information between medical applications. This standard defines a format for the transmission of health-related information.

HPB	High Priority Beneficiary
ICD	International Classification of Diseases
IRS	Internal Revenue Service
IT	Information Technology
M&O	Maintenance & Operations
Medical Neighborhood Barriers	Obstacles to the delivery of coordinated care that exist in areas of the health system external to PCMH.
MFA	Multi-Factor Authentication
MITA	Medicaid Information Technology Architecture
MMIS	Medicaid Management Information Systems
Non-Conformant Data	Non-conformant data includes data that does not match the type specified for the field (such as letters instead of numbers), some out-of-range values (the 32nd of December), and text entry fields where the response contains too many characters.
OIDC	OpenID Connect
OSP	Office of State Procurement
PAP	Principal Accountable Provider
Participating Practice	A physician practice that is enrolled in the PCMH program, which must be one of the following: A. An individual primary care physician (Provider Type 01 or 03); B. A physician group of primary care providers who are affiliated, with a common group identification number (Provider Type 02, 04 or 81); C. A Rural Health Clinic (Provider Type 29) as defined in the Rural Health Clinic Provider Manual Section 201.000; or D. An Area Health Education Center (Provider type 69).
Patient-Centered Medical Home (PCMH)	A team-based care delivery model led by Primary Care Physicians (PCPs) who comprehensively manage beneficiaries' health needs with an emphasis on health care value.
Patient Pathway	The collection of medical services related that a patient receives in the course of treatments for a specific illness, condition, or medical event. The Patient Pathway also covers the period from entry into a hospital or a treatment center until discharge. It is a timeline on which every event relating to treatment can be entered, including consultations, diagnosis, treatment, medication, diet, assessment, teaching and preparing for discharge from hospital. The Patient Pathway provides an outline of the events likely to happen on the patient's journey and can be used both to inform the patient as well as to plan services as a template for common services and operation. Patient Pathways are an essential part of delivering information to the PCMH program as they are linked to specific metrics and metric groups based on standard archetypes that will allow rapid development of similar medical events to be developed with changes to procedure or diagnosis codes. <i>A "Patient Pathway" is an essential part of delivering information to the PCMH program to inform them where to refer their clients for receiving quality care based on metric results. Patient Pathways shall be linked to specific metrics and metric groups based on standard archetypes that will allow rapid development of similar medical events to be developed with changes to procedure or diagnosis codes.</i>

Performance Adjustment	An adjustment to the cost of beneficiary care to account for patient risk.
Performance Period	The period of time over which performance is aggregated and assessed; will typically be 12 months in duration.
Performance-Based Incentive Payments	Performance-based incentive payments are payments made to a shared performance entity for delivery of economic, efficient, and quality care.
Petite Pool	Pool reserved for practices with less than 300 attributed beneficiaries that do not wish to participate in a voluntary pool.
PEN Test	Penetration Test also known as a pen test or ethical hacking, is an authorized simulated cyberattack on a computer system, performed to evaluate the security of the system.
Phase 1	Requirements must be implemented immediately upon go live.
Phase 2	Requirements shall be implemented within 6 months of go live date.
Phase 3	Requirements shall be implemented within 12 months of go live date.
PPACA	Patient Protection and Affordable Care Act of 2010
Practice Support	Support provided by Medicaid in the form of care coordination payments to a participating practice.
Practice Transformation	The adoption, implementation and maintenance of approaches, activities, capabilities, and tools that enable a participating practice to serve as a PCMH.
Primary Care Physician (PCP)	See Section 171.000 of the Arkansas Medicaid provider manual.
PROD	Production Environment
Program	A set (group/subgroup) of related measures or activities with a particular long-term aim.
Provider Pool	Providers or provider practices pull together and aggregate their costs and/or performance together.
Provider Portal	The website that participating practices use for purposes of enrollment, reporting to the Division of Medical Services (DMS) and receiving information from DMS.
Public Health Agency	An organization operated by a federal, state, or local government or its designees that acts principally to protect or preserve the public's health.
QA	Quality Assurance
QC	Quality Control
Quality Improvement Plan (QIP)	QIP is a plan of improvement that practices must submit to PCMH Quality Assurance team after receiving notice of attestation failure or validation failure.
RAW Report	A Raw report displays the raw data in text format. This enables programmers/users to use third-party tools to create a custom report for analyzing problems, such as the nature of certain denial or excessive events.
Reconsideration	Providers may request a reconsideration/administrative appeal regarding program participation, payment, or other adverse action if they disagree with a DMS' decision.
Recover	To deduct an amount from a participating practice's future Medicaid receivables, including without limitation, PCMH payments, or fee-for-service reimbursements, to recoup such amount through legal process, or both.
Remediation Time	The period during which participating practices that fail to meet the deadlines, targets, or both on relevant activities and metrics tracked for practice support

	may continue to receive care coordination payments while improving performance.
RFP	Request for Proposal
RSDI	Retirement, Survivors, and Disability Insurance
SA	Special Assistance
SAML	Security Assertion Markup Language (SAML)
Same-Day Appointment Request	A beneficiary request to be seen by a clinician within 24 hours.
Shared Performance Entity	A PCMH or pooled PCMHs that, contingent on performance, may receive performance-based incentive payments.
SME	Subject Matter Expert
SOA	Service Oriented Architecture
SOC	Systems and Organizations Control
SQL	Structured Query Language
SSA	Social Security Administration
SSI	Social Security Income
SSN	Social Security Number
SSO	Single Sign On
State Health Alliance for Records Exchange (SHARE)	The Arkansas Health Information Exchange. For more information, go to <a href="https://www.sharearkansas.com/">https://www.sharearkansas.com/</a>
UAT	User Acceptance Training
VPN	Virtual Private Network

## 2.3 MINIMUM QUALIFICATIONS

A. The Prospective Contractor must meet all the following:

1. Experience with five (5) successful implementation projects similar in size, complexity, and scope to this RFP in the past seven (7) years;
2. One (1) of the projects must have been implemented for a state Medicaid agency serving a population of one million plus;
3. Three (3) of the projects must have been with three (3) separate state agencies, divisions of a single state agency, or some combination thereof; and
4. Experience complying with privacy standards such as HIPAA.

Note: A *successful implementation* is one in which all contracted functionality was delivered to the client to their satisfaction, on time, and within the allocated budget.

B. The Prospective Contractor must accurately complete and sign *Attachment H Client History Form*.

C. The Prospective Contractor must complete *Attachment I Requirements-Deliverables Worksheet*.



- D. The Prospective Contractor must be registered to do business in the State of Arkansas. For verification purposes, Contractor must submit official documentation of their active registration from the Arkansas Secretary of State's Office.
- E. The Prospective Contractor must be bondable. As proof of meeting this requirement, the Prospective Contractor shall submit a Letter of Bondability from an admitted Surety Insurer with its bid submission. The letter must unconditionally offer to guarantee to the extent of one hundred percent (100%) of the annual contract price the Prospective Contractor's performance in all respects of the terms and conditions of the RFP and the resultant contract. The Prospective Contractor shall be required to provide DHS with the Performance Bond described in this section upon Contract Award.

## 2.4 STAFF QUALIFICATIONS AND EXPERIENCE

- A. Bidders shall submit a staff skills matrix, in their own format, to summarize relevant experience of the proposed staff, including any subcontractor staff in the areas of:
  - 1. Technical project management
  - 2. Planning
  - 3. Requirements Analysis
- B. Additionally, bidders shall provide a narrative description of experience each key staff member has in the areas relevant to this project.
- C. Specific positions shall require prior approval by the State, including:
  - 1. Contract Project Manager;
  - 2. Lead Data Analyst; and
  - 3. Any other position identified by the State during the course of bid or renewal negotiations.
- D. Bidder and subcontractor staff shall be separately identified.
- E. Bidder must also provide an organization chart of all proposed staff.
- F. If subcontractors are being proposed, then include the name and address of each subcontractor entity along with an organization chart indicating staffing breakdown by job title and staff numbers on this project. This organization chart must show how the individual subcontractor entity will be managed by your firm as the primary contractor. Any sub or co-contractor entity(s) proposed will need prior approval by the State before the contract is signed. If proposing no subcontractors, please state in this proposal section "No subcontractors are being proposed as part of this contract."

## 2.5 SCOPE OF WORK

The Prospective Contractor's shall propose a comprehensive solution to PCMH provider portal and associated Functional Areas detailed in this RFP.

- A. DHS is contracting for a service, off the shelf (not custom build) solution to host and operate the metrics tracking and analytic portal to support Arkansas's Patient Centered Medical Home (PCMH) Portal. Portal shall perform as an analytic engine for configuring, implementing, and tracking a metric-based performance system (Patient Pathway), to track provider's performance in the (but not limited to) PCMH program.
- B. The Prospective Contractor shall provide a solution with two (2) different interfaces for:
  - 1. DHS and DHS-contracted customer service staff, and
  - 2. Providers

The portal shall be interoperable to interface with the Arkansas Medicaid Management Information System (MMIS), and other DHS user systems.

- C. Portal shall allow DHS users to configure various metrics and metric groups, such as Quality Metrics, Informational Metrics, Electronic Clinical Quality Measures (eCQM), and care coordination metrics in a logical (no additional code needed after initial base configuration) manner and shall generate reports to keep DHS users as well as providers informed about their performance and the payments associated to such performance. In addition, the portal shall facilitate the exchange of supplemental data between DHS users and providers when request for reconsideration of a payment is submitted by the provider.
- D. Through the portal, one or more providers are designated as the Principal Accountable Provider (PAP) to a specific group of beneficiaries to ensure care is delivered with desired outcomes based on the metrics (performance, care, reporting metrics, etc.) affiliated to such providers and population. Providers are paid separately for the care they deliver by way of claim filing and payments are processed through the MMIS system after a report/file is created and submitted from the PCMH portal. At the end of a performance period, total costs and quality for the entire provider assigned populations are calculated and compared with the set of pre-determined thresholds that allow for high-quality, clinically appropriate care.
- E. Providers enrolled to participate in the PCMH program will regularly receive performance reports and will coordinate care teams to drive performance improvement. The metric performance-based payment model creates incentives aligned with quality in several ways relative to (but not limited to) the fee-for-service system, as it holds providers accountable for outcomes; and rewards providers who can reduce complications, error rates, and care that is not guideline-based. This needs to be complemented to reduce any incentives for the underuse of care. DHS has therefore defined two types of quality measures as pillars for the program: 1) quality metrics linked to payment ("performance metrics") and 2) quality metrics for reporting only ("reporting metrics"). To be eligible to participate in the program, a provider must meet a quality threshold on all performance metrics, as well as fully report data for reporting metrics.
- F. The Prospective Contractor will be responsible for all metric program execution (e.g., running the algorithm), report generation (e.g., static PDFs, XML-based outputs) and delivery, as well as metrics and payment calculation and interface with the financial system of record (e.g., MMIS). The Prospective Contractor will manage all execution activities as a service, including:
1. Data Exchange: Import of claims and structured non-claims data (e.g., quality metrics from the provider portal, admission-discharge-transfer (ADT) feeds, electronic health records (EHRs), etc.) into the Patient Pathway environment for processing.
  2. Metric execution – Running of the metrics and metric group algorithms for the relevant period to generate reports and calculate payment.
  3. Metric Report Generation and Distribution: Creation of automated (batch-processed) standard reports (e.g., PDFs, .xlsx, CVS, etc.) that define performance and payment for providers and follow the DHS-defined format, and that can be filtered as needed to drill down information about the provider, the claim, and the payments.
  4. Payment Calculation and Reports Management: Provider payment reports based on metric outcomes and performance shall be generated and transmitted to the enterprise-level MMIS systems to administer and process payments to providers. This includes the ability to keep a running ledger of anticipated payments and completed payments over time for providers enrolled/participating in the PCMH (and any newly designated DHS program run within the portal). The system will provide a file with the detailed debit/credit information to MMIS at the end of each performance period.
- G. The Prospective Contractor will configure the PCMH Portal platform to:
1. Allow aggregation of bundled claims around a single user-defined trigger event (e.g., inpatient ICD-10 claim, patient demographics, etc.) to be configured.
  2. Allow for easy definition of a trigger event from arbitrary combinations of HIM codes (e.g., CPT, ICD codes), coupled with Additional Logic as necessary.
  3. Support rule-based handling of concurrent metrics and metric groups (Patient Pathways) (e.g., prioritization and/or cost accounting) to handle claims eligible for inclusion in multiple Patient Pathways.
  4. Support arbitrary time windows (e.g., co-morbidity looks back for a number of months) based on the trigger event.
  5. Allow configuration of rules linking metrics and metric groups to an individual provider.
  6. Allow for import of master provider lists from MMIS/DHS databases.

7. Allow configuration of attribution routines based on conditional logic statements (e.g., setting a PAP flag(s) using both patient-level data and claim-level data).
8. Allow configuration of rules to exclude claims and/or patients on a clinical or cost basis.
9. Allow exclusion of claims from further processing based on claim, patient, and provider portal data.
10. Allow for inclusion and exclusion flags to be set at the claim, Patient Pathway, patient, and PAP level. For example, all patient claims with a diagnosis code for diabetes can be flagged and excluded from a metric calculation (Patient Pathway).
11. Calculate and adjust patient and provider costs according to patient risk/severity profile, comorbidities, and/or care site.
12. Allow for manipulation of parameters for cost outliers, access limitations, paid/allowed costs, low case volumes, and regional pricing variation. For example, Patient Pathway cost should be able to be adjusted if conditional logic flags are set (e.g., patient is diabetic).
13. Allow calculation of quality metrics based on data from multiple sources, including, but not limited to outpatient claims, pharmacy claims, EHR or HIS, HIE, immunization registries, or provider portal data.
14. Allow for definition of summary statistics and statistical routines that operate on combinations of metrics, patient, and PAP-level data.
15. Allow for definition and configuration of metric specific thresholds; and parameters to identify cost outliers.
16. Allow configuration of metric-specific thresholds for average cost. The fields should be easily modified via Parametric Configuration.

#### H. PROJECT KICKOFF MEETING

A project kickoff meeting will be held with representatives from the State and the contractor after contract approval and prior to work being performed. Items to be covered in the kickoff meeting will include, but not be limited to:

1. Deliverable review process;
2. Determining format and protocol for project status meetings;
3. Determining format for project status reports;
4. Setting the schedule for meetings between representatives from the State and the contractor to develop the detailed project plan;
5. Defining lines of communication and reporting relationships;
6. Reviewing the project mission;
7. Pinpointing high-risk or problem areas; and
8. Issue resolution process.

#### I. FUTURE PORTAL SOLUTION SERVICES

In addition to other requirements set out in this RFP, future portal solution services may be incorporated into the contract established from this RFP, upon mutual agreement of Contractor and State. Upon such mutual agreement, portions of the Agreement may be reopened to incorporate mutually agreeable terms and conditions related to the performance of such new work scope with respect to job classifications and related rates of pay, subject to negotiations and ratification. These future services may include, but are not limited to, a portal solution in support of the ARHOME program or other DHS Programs. ARHOME is Arkansas's Medicaid expansion program, serving non-elderly adults ages 19-64 who are under 138% of the federal poverty level. One component of the ARHOME program that may require support from a data portal is the Life360 HOME program. This program would allow DHS to contract with hospitals to provide additional supportive services and intensive care coordination to specified vulnerable ARHOME populations, including pregnant women with high-risk pregnancies; young adults who were previously incarcerated, in the juvenile justice system or the foster care system; or rural Arkansans who have serious mental illness or substance use disorder. Portal needs for this program could include an interface allowing the hospitals to enroll Life360 HOME participants, log data about their activities, and calculate outcomes. Future portal services shall also include dynamic (i.e., interactive) reports that allow online DHS users to view performance metrics and drill down to claims-level data.

## 2.6 CONTRACTOR RESPONSIBILITIES/PROJECT REQUIREMENTS

The following are contractor responsibilities and project specific functional and non-functional requirements under this RFP. Bidders must discuss each of these subsection requirements in detail in their proposals to acknowledge their responsibilities under this RFP.

*Note: unless specified otherwise, ALL requirements listed below are considered “must have” and shall be delivered upon go live (Phase 1). Go live date must be as proposed in the bidder submission and must be no later than September 30, 2023.*

### A. Portal User Role Requirements

1. Portal shall have at least 6 types of users segregated into frontend and backend users:
  - a) Provider
  - b) Provider Administrator
  - c) DHS Super Administrator
  - d) DHS Analyst
  - e) DHS Administrator
  - f) DHS-Authorized Vendor
2. The Provider Portal Interface shall have a Provider User with the ability to:
  - a) Signup & Login to the PCMH portal
  - b) Browser metrics and metric performance assigned to him/her
  - c) View reports by metrics, metric group, time period, patient
  - d) Upload supporting documentation for payment and metric performance reconsideration
  - e) Download reports
  - f) Communicate DHS designated contact through the messaging system associated with each program the provider is participating in.
  - g) Compare metric performance with other registered users participating in the PCMH program (or other programs as they are added to the portal) only in his/her practice/clinic.
  - h) View his/her profile with details such as:
    - Number of patients assigned to a metric
    - Number of metric (Patient Pathways) participating in
    - Performance of the metrics participating in on a 12-month rolling base cycle
    - Payments received
    - Approved/Denied reconsideration cases (including reasons for approval and denial)
    - View total payments
    - View his/her activity/performance and schedule reminders for upcoming events associated with his/her account
3. In addition, the Provider Portal Interface shall have a Provider Administrator User with the ability to perform and view all the activities associated with Provider user. This user will also be in charge of adding, removing, and granting portal permission to any new provider affiliated to his/her practice enrolling in the PCMH program.
4. For the DHS Portal Interface, the contractor shall implement and manage the control center of the portal, designated as a “Super Administrator” portal to manage the different backend activities on the site, including the following:

- a) Ability to administer (update, add, disable) all organizations and organization types (Provider, contractor, client)
  - b) Ability to administer (update, add, disable) all users (provider, contractor, client)
  - c) Ability to view/update on all portal functionality:
    - i. Report Center
    - ii. ECQM entry
    - iii. Patient Panel
    - iv. HPB Care Plan Attestation
    - v. PBIP Recon
    - vi. PSA Attestation
  - d) Has the ability to generate monitoring reports
5. The DHS Portal Interface shall also have a DHS Analyst User role with access to:
- a) Search user
  - b) Search providers view provider's profile
  - c) Add and remove new metrics and metric groups and subgroups
  - d) Activate and deactivate metrics and metric groups and subgroups
  - e) Add and remove new calculations for metrics and metric groups
  - f) Activate and deactivate calculations for metrics and metric groups
  - g) See data from all providers enrolled in the program(s)
  - h) Assign new metrics and metric groups to a provider
  - i) Deny or approve any provider request for consideration submitted through the portal
  - j) Pull and review provider performance and performance metrics throughout the year
  - k) Enter data related to but not limited to quality metrics, providers, payments, etc.
  - l) Communicate with providers through portal via a messaging system
  - m) See all reports and any supporting documentation (pdf, excel, word, etc.).
  - n) Upload and download files
6. The DHS Portal Interface shall have a DHS Administrator User role with similar access to perform the functions of the DHS analyst role in addition to have access to:
- a) Add, edit, block, and approve users
  - b) Reset user passwords when needed
7. Portal shall have a DHS-Authorized Vendor user role. This user shall have access to:
- a) View specific reports
  - b) Review of quality assurance metrics (including but not limited to report and provider performance audits)
  - c) Management (review/approval) provider attestation activities including direct (via the portal) provider attestation feedback

**B. Infrastructure and IT Support Requirements**

1. Prospective Contractor shall enable portal to have an interface with an online web and API-based tool to allow providers to submit quality metrics, receive input from DHS and view performance reports. In addition, the PCMH portal must have a reporting and analytics engine with functionality to perform analytics (e.g., claims grouping, PAP assignment), generate reports and calculate payments.

2. Portal shall allow users to create a comprehensive list of standardized metrics with specific names, definitions, data sources and calculations. In addition, portal shall allow users to create metric (Patient Pathway) groups as a collection of 2 or more metrics. Metric groups can be applied as a filter in a dashboard for tracking and visualization of provider and metrics performance.
3. Prospective Contractor shall ensure that portal can handle (track) a minimum of 35 metrics (individually or in groups) at any given time, for a minimum of 2,000 enrolled providers at the time.
4. Contractor shall include as part of the portal an AI (artificial intelligence) algorithm to identify and predict members (patients) that will be using the ED (emergency department) services within the following 2 months, based on prior ED utilization and other triggers and criteria.
5. To ensure PCMH program quality improvement strategies, portal shall support staggered execution of metric (Patient Pathway) logic routines with different retrospective performance periods (i.e., Individual metrics must be able to run independently and as a batch). Given the nature of the PCMH program to help providers track in real time progress toward quality based provider practice transformation when it is completed at regular intervals, contractor shall be available at all times to run ad hoc queries at DHS's request, when reports are not readily available in the Admin portal. Furthermore, portal shall allow for DHS portal users to manually support reconciliation processes associated with claims runoff (i.e., correction of the metrics and payment calculations) up to 12 months after the reporting period close.

#### C. Modular Configuration Requirements

1. Prospective Contractor shall ensure portal is built in and supports a highly modular, configuration-driven system (such as changes to code sets, metric timeframes, or changes to a metric's definition) to accelerate and reduce the implementation costs of any new metric and metric group added to the portal.
2. There are three key implementation activities in designing a new metric and metric group:
  - a) Archetype Creation: Development of a new metric type. Likely requires a substantial amount of new logic.
  - b) Additional Logic: Addition of code-based functionality to a component of an existing metric algorithm, for example, to change the logic for PAP assignment or cost adjustment.
  - c) Parametric Configuration: Definition or modification of an Individual metric exclusively by changing parameters (e.g., the metric duration) and codes lists (e.g., ICD or CPT trigger codes).
3. Portal shall allow easy configuration of a trigger event(s) at each of the portal modules as needed (see modules description below). Trigger events can be standalone or arbitrary combinations of but not limited to HIM codes (including but not limited to CPT and ICD codes), patient demographics (age, zip code, etc.), ADT (Admission, Discharge, Transfer) Notifications/Alerts, Emergency Department (ED)/hospitalization events, etc.
4. Prospective Contractor shall ensure that portal allows aggregation of bundled claims around a single user-defined trigger event (e.g., inpatient ICD-10 claim) to be configured. Similarly, portal shall support rule-based handling of concurrent Patient Pathways. Concurrent Patient Pathways are defined as a group of claims from a single patient that could be assigned and counted as part of more than one metric group/subgroup for performance calculations.
5. Portal data shall run on a concurrent 12-month period and shall support arbitrary time windows (e.g., co-morbidity look back for a number of months) based on a trigger event.

#### D. Portal Modules

Portal shall have at the minimum the following modules:

- Metrics Module: a module for managing metrics (quality, reporting, performance metrics, etc.)
- Patient Attributions Module
- Calculations Module: a module for payment calculations, risk adjustment, and utilization metrics
- Payments Module: a module for managing, adding and changing of payments
- Provider Enrollment Module

- Reports Module

Procedural codes need to be linked to all modules.

After portal set up and implementation is completed, portal shall allow DHS users to add/remove/activate/deactivate single metrics and metrics groups as needed.

Metrics group hierarchy shall include at the minimum these six (6) components:

- *Aggregation* of claims around a trigger condition or acute medical event, henceforth described as the "Patient Pathway base definition."
- *Exclusion*, once a base metric definition is chosen, some selected claims and Patient Pathways will need to be removed based on clinical (e.g., comorbid) and financial (e.g., cost) conditions.
- *Principal Accountable Providers (PAPs) attribution*, where providers are assigned to metric groups.
- *Cost adjustment*, where Patient Pathway costs are adjusted (based on geography, regional pricing, access limitation, volume, etc.).
- *Quality metric calculation*
- *PAP categorization*

Each of these six (6) components will require a series of rule-based steps, which will be implemented largely using a set of parameter-based configurations (e.g., no need to develop additional logic). After completion of initial portal configuration, the portal shall allow DHS administrator users to access a standard Design Menu (i.e., running list) of available archetype metrics, additional logic, and parameters available for use in the metric and metric group design process.

1. Metrics Module:

- a) Metrics and metric grouping in the portal shall be based on archetype algorithms (similar logic across multiple metrics with modifications made to specific items such as the metric definition, calculation, nominator and denominator, diagnosis, and procedural codes).
- b) Metric grouping shall form a hierarchy, increasing in granularity from Archetype Metric Groups to Sub-Group to Individual metrics. For example, "Well-Child Visits in the First 15 Months of Life" is a single metric, part of the NCQA HEDIS metric group, reported as separate rates for the visit groups of 0-1 visits and 6+ visits in the pediatric population subgroup. See Appendix 1 and 3.
- c) In addition, the portal shall allow DHS users to create incentives aligned with quality metrics (and other metric groups) to hold providers accountable for outcomes and performance.
- d) Portal shall allow DHS users to set performance metrics and/or reporting metrics. In addition, DHS users shall be allowed to set up performance periods for each metric/metric group (performance periods will typically be 12 months in duration).

2. Patient Attribution Module:

- a) Portal shall allow for attribution of individual patients to a PAP for the purpose of calculating best practice metrics (clinical, quality, utilization, etc.) that will assist client referrals for the PCMH program at a practice and individual provider level. Attributions shall be done at a "program" (metric group/subgroup) level and not at a provider level.
- b) Portal shall support, creation, push/pull and/or consumption of patient attribution files (directly or indirectly) from the MMIS or any other DHS designated system, on a regular cadence mutually agreed between DHS and the contractor.
- c) Portal shall allow DHS users and Provider users to assign patients to providers based on program pre-assignment, claims/Patient Pathway data, provider portal data or user defined matching criteria. DHS users shall perform such patient assignments to providers (e.g., primary care providers [PCPs]) either by selecting/deselecting patients on a list directly on the portal and/or uploading a file (e.g., a spreadsheet

linking patients to PCPs) to the portal. Each metric or metric group shall be assigned to at least 25 beneficiaries (patients). Metric groups (Patient Pathways) can be assigned based upon a population (e.g., pediatric vs adult).

### 3. Calculations Module:

- a) Portal shall be able to run automated calculation for reports base on formulas provided and approved by DHS.
- b) The portal shall calculate and display (on a dashboard and/or a report) the average annual care costs per patient for all providers filing claims.
- c) DHS users shall be allowed to set up in the portal exclusions and adjustments criteria, or rules to the performance metric groups/subgroups (Patient Pathway) for performance and or payments at the patient and provider levels.
- d) Provider users shall be allowed to exclude a certain number of patients that will not be calculated in the providers measures, this excluded number of patients will be based on the number of beneficiaries they have in their practices and shall be limited to one beneficiary for every 1,000 beneficiaries and can only be selected at the beginning of the year.
- e) The calculation module of the portal shall allow DHS users to set up exclusions based on, but not limited to, diagnosis (diagnostic code at the metric level); however, exclusions will not be set up at the patient level.
- f) A risk score algorithm(s) (in house or via a third-party vendor) to facilitate risk adjustment calculations on every metric (metric group) based on a 12-month risk score, shall be included by the Prospective Contractor as part of the portal's calculations module.
- g) Portal shall automatically calculate the maximum total level of downside risk for each provider, calculated across all metrics for which the provider is accountable. This is calculated by comparing the total downside risk sharing to the total Medicaid reimbursement for the provider. See Appendix 4.
- h) Portal shall automatically calculate provider's cost to be measured as an average across all the metrics (Patient Pathways) of that type for which the provider was accountable in each performance period, considering any adjustments and exclusions as applicable.
- i) DHS users shall be allowed to manage adjustments for providers in areas with poor physician access. Furthermore, in areas with limited physician access, downside risk may be further limited for some providers in order to avoid adverse financial impact that could undermine patient access to care.
- j) Prospective Contractor shall ensure that the portal will support existing patient risk assessment and stratification routines via interface with 3rd party code (e.g., Johns Hopkins Adjusted Clinical Groups (ACG®) System for measuring morbidity burden of patient populations). Note that the licensing costs for this type of 3rd party system should not be included in the total cost.

### 4. Payments Module:

Portal shall calculate and generate payment reports (that will be used by the MMIS, or any other DHS designated system) for each specific quality metric, and the average Patient Pathway costs over a performance period shall be generalized across metrics created from the same metric group archetype. Samples of payment calculations can be found in Appendix 2 and 3.

- a) Prospective Contractor shall set up a payment module to calculate payments for providers based on metric performance, including both negative and positive adjustments, and automatically generate and send a payment (payment amount) report (an XML or similar file) to MMIS at the end of each performance period (Note payments to providers will be done directly via the MMIS).
- b) Portal shall allow DHS user to set up thresholds for specific costs of payment. These thresholds shall be set based on a care category (metric group/subgroup) and claims. Similarly, portal shall allow DHS user to share thresholds with the provider as part of the payment plan.



- c) In case of a payment discrepancy between a provider and the payer entity (Medicaid), portal shall allow provider users to submit a reconsideration request/administrative appeal for a specific claim or metric. As part of this reconsideration process, portal shall allow provider users to upload supporting documentation in different file formats (e.g., PDFs, DOC and DOCX, HTML and HTM, XLS and XLSX, TXT, etc.) when submitting a reconsideration request.
  - d) Portal shall allow DHS users to review/approve/deny a reconsideration request submitted by a provider, along with the supported documentation sent by such provider. In addition, portal shall allow DHS users to request new/more supporting documentation from providers that have submitted a reconsideration request/administrative appeal.
  - e) After a reconsideration request/administrative appeal is reviewed and approved by a DHS user, portal shall allow the DHS user to generate a new payment report that can be submitted (directly or indirectly) to MMIS.
  - f) Portal shall allow authorized DHS users to do manual payment overwrite after a reconsideration request/administrative appeal has been reviewed and approved. In addition, portal shall allow DHS users to track and log all metrics payment adjustments, calculated and manually overwritten.
  - g) As part of the calculation and payment modules, portal shall automatically calculate total costs and quality for an entire metric or metric group (Patient Pathway) and compare it with a set of pre-determined thresholds defined and approved by DHS. Furthermore, portal shall automatically track the metric (Patient Pathway) code version used in each payment calculation and maintain a running ledger of payments made for each provider over time.
  - h) Portal shall keep performance claims open for 365 days.
5. Provider Enrollment Module:
- a) For the purpose of this RFP and the PCMH portal, provider user shall be based on a physical location. Providers can be physician practices, clinics owned by hospitals, or other organizations. (Note: Future programs may include hospitals). A "Pool", or group of Primary Care Providers (PCPs), is the basic performance unit of the PCMH Program, forming a team where one otherwise may not exist. PCMH Participation Incentives and Outcome Incentive are based on the performance of Pool(s).
  - b) Even though Medicaid provider enrollment will not be happening directly on the PCMH portal, the PCMH portal described in this RFP shall be able to consume provider enrollment data from other designated DHS vendors, with information regarding provider profiles, eligibility to participate in metrics programs, and provider "pool" status.
  - c) To form a "pool", PCPs must organize into a group of a minimum of 1,000 attributed beneficiaries. A Pool may be formed by an existing group practice, small independent group practices, and/or solo practitioners that agree to work together to achieve Program goals. When a Pool is formed, it is large enough to reasonably share member experience for the purpose of pattern recognition and the generation of financial incentives, yet small enough for each PCP's contribution to be perceived as meaningful. The idea is to tie rewards as directly as possible to individual PCP performance while providing enough experience to support sound conclusions about overall performance for each Pool.
  - d) Upon portal implementation (Phase 1), vendor shall ensure the portal allows DHS users to set up thresholds on metrics and metrics groups to allow provider practices to pull together and aggregate their costs and/or performance together as a pool.
  - e) As part of a project Phase 3 (within 12 months from go live) the Prospective Contractor shall ensure the portal allows provider users to choose to participate/enroll in a metric/metric group, as an individual provider, or as part of a provider pool.
  - f) Similarly, and as part of a portal implementation on phase 3, the portal shall allow provider users to choose between a "voluntary pool" or a "default pool" in the enrollment module during the provider enrollment period. Providers must have a minimum of 1000 participant beneficiaries (patients) they are seeing in order to be eligible to enroll in a metrics performance program. If the "default pool" is chosen

by a provider user, portal shall allow DHS users to assign provider to a default pool and inform provider via the portal what pool the provider has been assigned to. Also, during phase 3 of the project, portal shall allow providers to enroll in the PCMH program (and/or other DHS managed program(s)) during a specific (limited) enrollment period on an annual basis.

- g) As part of the provider enrollment module, Prospective Contractor shall upon implementation allow DHS user to create/edit/activate/archive attestation assessment(s) to solicit information from providers related to the PCMH program or any other DHS implemented program as needed.
- h) Portal shall have an attestation feature to allow provider users (at the practice level) to complete and submit attestation assessment (list) along with supporting documentation.

6. Reports Module:

- a) Prospective Contractor shall create a reports and analytics module for the portal which shall be able to collect/consume analytic data, for reports and dashboards, from a range of different DHS designated sources, such as but not limited to websites, mobile applications, and customer relationship management systems (CRMs). The data shall be collected via application programming interfaces (APIs), event trackers (e.g., JavaScript tags and SDKs), server-to-server integrations and manual file imports as needed.
- b) The portal shall be able to generate static (e.g., PDFs) reports based on predesigned report templates. These reports include but are not limited to quality metrics performance reports, cost summaries, utilization metrics reports, care category reports, etc. Reports shall be by provider or aggregated, depending on the definition of the report. See Appendix 5.
- c) In the portal, DHS portal users shall be able to schedule report cadence and report reminders as needed. In addition, the portal shall support configurable system-level reports displaying across different program metrics, for example, monthly "business intelligence" reports showing the distribution of metrics across Patient Pathways with a historical comparison.
- d) Portal shall allow data exports to enable comparisons of annual cost of care across practices and providers (e.g., to stratify average annual care costs by patient age, sex, and/or DHS-defined risk factors).
- e) Prospective Contractor shall ensure that the portal is capable of creating, listing, and storing automated (batch-processed) standard (static) reports (e.g., PDFs) related to program and provider performance and payment, following the DHS-defined formats and templates listed in Appendix 5. This requires that upon contract signing, prior to go live date, contractor shall preload into the portal, at the minimum, all currently available reports.
- f) Portal shall allow DHS users to add/remove, activate/archive new report templates as needed. Furthermore, portal users shall be able to filter static report's data based on categories and events.
- g) Upon portal launch, a lookup feature in the dashboard shall be included to search repositories of currently deployed reports and allow DHS users to search all available data for all PCMH participating providers, their beneficiaries and/or program metrics. In addition, portal shall allow provider users to search data in static reports and drill down data filters to beneficiaries or metrics.
- h) Portal shall limit provider users to only search available data related to their own reports then drill down to beneficiaries or metrics.
- i) Portal shall allow users to save/export/download reports using specific search criteria (filters), and to download reports to their own system, work on it offline, and if needed then upload a new report version back to the portal using a version-controlled library (list).
- j) Portal shall be able to calculate common statistical measures (e.g., mean, median, mode) for all reports, and allow DHS users to share static reports (e.g., PDFs) with participating PAPs. These reports include, but are not limited to, quality metrics, benchmarks, and PAP Patient Pathway costs.
- k) Portal shall allow DHS users to track Patient Pathway status, including open and closed Patient Pathways, on a monthly and annual basis via the addendum report. Addendum report and any other

necessary reporting (monthly, quarterly, or otherwise) shall be posted to the providers portal under the PCMH program.

- l) Portal shall allow DHS users to share information related to historical performance periods (previous performance, current performance, and target performance) with providers, as informational data before a metric is implemented.
- m) For auditing purposes, portal shall allow DHS users to track who/when a report has been seen and downloaded by a provider user.
- n) Portal shall be able to support execution of metrics on different versions of the design, e.g., running a performance period report on the current version of a metric design, while running a reconciliation report using previous version (to maintain consistency with interim report results). Similarly, Prospective Contractor shall ensure portal is able to support execution of Patient Pathway algorithms on historical performance periods. For example, if a new metric is introduced, portal shall be able to capture the information over the last two years to see how the provider was performing based on the new metric.
- o) Within 6 months from contract go live (Phase 2), Contractor shall ensure that the portal is able to generate dynamic reports on a visualization dashboard based on predesigned report templates approved by DHS.
- p) In addition, as part of Phase 2, Contractor shall design and implement within the portal an interactive data visualization dashboard to allow DHS users to view performance metrics and drill down to (but not limited to) claims-level data. In addition, as part of the interactive dashboard, portal shall allow users to customize and save dynamic reports on a personalized report library (e.g., customized PDF reports with fields chosen by the Provider). In addition, portal shall allow DHS and DHS-contracted users to navigate (i.e., drill down on) interactive reports, summary tables, claims and other data at vary detail level (e.g., expand and collapse fields).
- q) Portal shall have a dashboard to support common visualizations of claims and cost data (e.g., box-and-whisker diagrams, histograms, scatter plots). For example, this would allow a DHS user to display the distribution (e.g., histogram) of a metric performance across PAPs for a selected metric group (Patient Pathway) or export them to another tool (e.g., Excel) for visualization.
- r) Contractor shall make available to DHS a report design resource (whom might or not be located on site) during the entire length of the contract. This resource will help design new metric reports as needed.

#### E. Configuration, Standards & Security

Securing and protecting data is critical to DHS. This protection is required for data whether hosted onsite or offsite. As such it is required that the Prospective Contractor shall include in the response to this section proposed architectural diagram(s) in Visio format demonstrating how DHS data is being secured. The diagram must include any interfaces between the solution and other solutions. The diagram needs to be clearly documented (ports, protocols, direction of communication). It does not need to contain the inner workings of the solution or proprietary information. Technical documentation will be required to be produced as part of the contract deliverables and milestone process.

1. Prospective Contractor shall ensure portal logic configuration using industry standards such as (but not limited to) HL7 (Health Level Seven) standards, FHIR® (Fast Healthcare Interoperability Resources) standards, Digital Imaging and Communication in Medicine (DICOM) standards, ICD-10 coding standards, and be able to upgrade to newer versions of such standards (for example, ICD-11) as they are released.
2. Portal shall meet all electronic Protected Health Information (PHI) requirements (e.g., The Health Insurance Portability and Accountability Act of 1996 (HIPAA)), and Personally Identifiable Information (PII) delivered over the Internet or other known open networks via supported encryption technologies needed to meet CMS and NIST requirements for encryption of PHI and PII data, in addition to other State and Federal information security standards.
3. Vendor shall follow the DHS Enterprise Architecture Standards regarding identity, authorization, and access management. The current standard states that applications/solutions will integrate with Microsoft's Active Directory for internal/DHS users and will integrate with the IBM Cloud Identity platform for external users. Modern authentication protocols such as Security Assertion Markup Language (SAML) or OpenID Connect

(OIDC) should be used and multi-factor authentication will be employed whenever deemed necessary by DHS or applicable regulatory bodies (CMS, FNS, IRS, etc.). For the PCMF Portal, the security requirements shall include:

- a) Role-based security with audit trails of access and modifications.
- b) Single Sign On (SSO) authentication scheme to allow users to log in with a single ID to any of the several DHS related, yet independent, software systems as follows:
  - I. DHS employees SSO and MFA: contractor shall implement SSO and Multi-factor authentication (MFA) method to grant portal access to DHS users only after successfully presenting two or more pieces of evidence to an authentication mechanism. This shall be implemented at go live (Phase 1).
  - II. Provider SSO: contractor shall develop and implement provider portal access including role base security with audit trails, accesses, modifications, and shall be implemented within 12 months of go live date (Phase 3).
4. Data retention policy for this program shall be 10 years, and shall comply with, and maintain files as per the Act 918 of 2005, which requires that all state agencies, boards, and commissions comply with the Arkansas General Records Retention Schedule, which can be viewed at: <https://www.dfa.arkansas.gov/intergovernmental-services/records-retention-schedule/>.
5. All components of the proposed portal solution, including third party software and hardware, are required to adhere to the policies and standards described above, as modified from time to time during the term of the contract resulting from this RFP.
6. Contractor must describe how data will be protected and secured. Contractor shall include a network diagram of the user's interaction with the portal and any interfaces between the portal and DHS must be clearly documented (ports, protocols, direction of communication).
7. Contractor shall provide a mechanism to comply with security requirements and safeguard requirements of the following Federal agencies / entities:
  - a. Health & Human Services (HHS) Centers for Medicare & Medicaid Services (CMS)
  - b. Guidance from CMS including MITA Framework 3.0 and Harmonized Security and Privacy Framework
  - c. NIST 800-53 r4, Minimum Acceptable Risk Safeguards for Exchanges (MARS-E) 2.2 and DOD 8500.2
  - d. IRS pub 1075, which points back to NIST 800-53 rev 3
  - e. Federal Information Security Management Act (FISMA) of 2002
  - f. Health Insurance Portability and Accountability Act (HIPAA) of 1996
  - g. Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009
  - h. Privacy Act of 1974
  - i. e-Government Act of 2002
  - j. Patient Protection and Affordable Care Act of 2010, Section 1561 Recommendations
  - k. Section 471(a)(8) of the Social Security Act
  - l. Section 106(b)(2)(B)(viii) of the Child Abuse Prevention and Treatment Act
8. Prospective Contractor shall provide a list of software (operating system, web servers, databases, etc.) that DHS needs to implement/utilize the portal solution. For example, a certain web browser (Chrome is preferred, IE is not supported) or web service technology for an interface. The Prospective Contractor will include a list of browsers and versions that are officially supported for web applications. The software list will be formatted as follows:

Product Name	Version	Contractor Name	Required for Development?	Required for M&O?

9. Prospective Contractor must include a list of any 3rd party authentication solutions or protocols that they support and must describe the method used by the portal for hashing user passwords. Prospective Contractor shall include items like hash algorithm, salt generation and storage and number of iterations.

10. Vendor shall, when storing PHI/PII, support the use of encryption technologies needed to meet CMS and NIST requirements for the encryption of all PHI/PII data.
11. Prior to accessing any PHI/PII, vendor shall ensure that portal shall display a State-approved configurable warning or login banner (e.g., "The System should only be accessed by authorized users").
12. Vendor shall not transmit or store any PHI or PII using publicly available storage over the Internet or any wireless communication device, unless:
  - a) the PHI or PII is "de-identified" in accordance with 45 C.F.R § 164.514(b) (2); or
  - b) encrypted in accordance with applicable law, including the American Recovery and Reinvestment Act of 2009 and as required by policies, procedures and standards established by DHS
13. Prospective Contractor must describe the portal's ability to encrypt non-public DHS and provider/patient data in transit and at rest. Include encryption algorithm(s) and the approach to key management. Security meetings will be held with the vendor on a mutually agreed upon schedule to discuss and review security, software upgrades to maintain N-2, vulnerability scans, PEN Test results, etc.
14. Prospective Contractor shall perform and Annual PEN test. DHS will receive the RAW report details, including the vulnerabilities.
15. Vendor shall supply 508 compliance report and methodology for staying compliant and perform Vulnerability Scans regularly and take corrective actions as needed.

#### F. System Availability

1. The Contractor shall manage the solution to provide a Recovery Time Objective (RTO) of 24 hours and a Recovery Point Objective (RPO) of 12 hours.
2. Prospective Contractor shall ensure recovery of deleted, corrupted, or overwritten data (including static reports, metrics data extracts, metrics configurations, and parameter settings) within 72 hours of DHS notification.
3. Contractor shall provide a DHS-accessible repository of version-controlled documents detailing the implemented algorithm of each metric (metric group). This will include a list of all production-level Individual metrics, updated within 90-days of any change to the algorithm structure (e.g., excluding parametric changes).
4. The PCMH portal availability, except for scheduled downtime as agreed to by the State, shall be 99.0% of the time or as follows:

Availability %	Downtime per year	Downtime per month	Downtime per week	Downtime per day
99.0%	3d 15h 39m 29s	07h 18m 17s	01h 40m 48s	14m 24s

5. The contractor must notify the State of all remote site infrastructure downtime. Notice of planned downtime will be provided in writing to the State five (5) business days in advance.
6. The portal must provide automated, real-time reporting and notification internally to contractor of catastrophic error detection and/or any unauthorized system downtime. A catastrophic error is defined as any event that substantially impairs, damages, shuts down or incapacitates part or all of the (PCMH) system. The contractor must provide the notification to the State within thirty (30) minutes of the error detection and/or any unauthorized system downtime. The notification will be mutually agreed upon the DHS team and the Prospective Contractor and can be in the form of an email, text, or call. The contractor must maintain and

provide the State with a year-to-date summary, monthly report of all unscheduled downtime. This report should distinguish between full system downtime and application-specific driven downtime.

#### G. Hosting

DHS is most interested in seeing the PCMH portal hosted in a public cloud environment (Infrastructure as a Service (IaaS), Platform as a Service (PaaS) or Software as a service (SaaS) to allow for utilization of emerging, “up the stack” technologies not normally available in traditional on-premise data centers. That said, DHS is open to alternative, separately priced approaches including Contractor Hosted or State Hosted environments.

1. Any solution using cloud technology must be located within the continental US, i.e., all servers and data shall be located on US Soil.
2. Vendor shall ensure that portal follows the DHS Enterprise Architecture Standards regarding identity, authorization, and access management as described E.3 above.
3. Vendor’s solution must be at minimum in compliance with MARS-E 2.2, however the State prefers vendor solution to be FedRAMP certified.
4. Cloud or Contractor Hosted approaches must include all costs for the term of the contract, including but not limited to compute, network (including any internet or “Direct Connect” costs required), storage, security, load balancing, firewall, etc. and all related managed services required to run, manage, and maintain the application and its underlying dependencies.
5. For State Hosted approaches, DHS will leverage the State Data Center and associated infrastructure management services offered by the Department of Information Systems (DIS). These include operating system and database management services, as well storage and backup services. A list of these services can be found at: <https://www.transform.ar.gov/information-systems/>
6. Regardless of hosting approach, the system shall be configured in a highly available manner across “regions” or “zones” and shall be available at the minimum 99.0% of the time (uptime) as described in F.4 above. While an active-active approach may be cost prohibitive, active-passive approaches that allow for the transfer of workload to a backup region/zone is acceptable to DHS. Recovery Point Objective (RPO) target should be 12 hours, and Recovery Time Objective (RTO) target should be no longer than 24 hours.
7. Contractor must participate in a minimum of one (1) Disaster Recovery (DR) tests per year. The time, location, and structure of which shall be determined by the State. A DR test is to ensure that the vendor can restore data in the portal and continue operations after an interruption of its services, critical IT failure or complete disruption (actual failover or a “simulated DR”).
8. Using a third-party vendor, Contractor must conduct Systems and Organizations Controls (SOC) testing and PEN Testing at the minimum once a year. Vendor to supply unedited PEN Test results and mutually agree to how the tests will be performed
9. Contractor should provide suggested Service Level Targets (SLT) and Service Level Agreements (SLA) for all services. DHS shall review and approve all SLTs and SLAs prior to initiation of the contract.
10. When proposing cloud, private cloud, or hybrid cloud approaches, respondents should make sure to clearly identify provisions, terms, conditions, and details around the following areas:
  - a) Cost (in the Cost Proposal Template only – no cost should be referenced in the Technical Proposal)
  - b) Performance
  - c) Data Management
  - d) Governance
  - e) Service Levels
  - f) Location of Data
  - g) Contractor obligations in the event of a data breach

- h) Provisions for data export and exit strategy
  - i) Provisions for data destruction by Contractor after contract termination
  - j) Data Security
  - k) Regulatory compliance
  - l) Change processes and procedures
  - m) Information access costs/requirements (e.g. FOIA request)
8. DHS, in conjunction with the Prospective Contractor, will prioritize all defects with a Priority Level and seek to resolve them according to the production/release schedule and follow the SDLC process unless otherwise directed and agreed upon by DHS. Priority Levels are defined as follows:
- a) Level 1: impacts multiple production systems and no workaround is available (potential fast track).
  - b) Level 2: impacts multiple production systems and an acceptable workaround is available (may expedite/inject into the next release, which may delay other deliverables).
  - c) Level 3: impacts production and has a workaround.
  - d) Level 4: minor impact with a workaround.
  - e) Level 5: cosmetic.
9. Contractor shall submit an initial Defect Analysis to the State within one (1) hour from receipt of a Severity Level 1 Notice for any Defect in the Production Environment that the State deems to be Severity Level 1 and provide an update of the analysis within 24 hours. Severity Levels (SEV) are defined as follow:
- a) SEV 1 incident is “a critical incident with very high impact.” This could include a provider/beneficiary data loss; a security breach; or when a provider-facing service is down for providers and DHS users.
  - b) SEV 2 incident is a “major incident with significant impact.” Including when a provider-facing service is down for a sub-set of customers (providers and/or DHS users) or a critical function within a system is not functioning.
  - c) SEV 3 incident is “a minor incident with low impact.” Such as a system glitch that is causing customers (providers and/or DHS users) slight inconvenience.

#### H. Data Sources/ Data Exchange

1. Portal shall aggregate data from several sources within DHS and its partners including (but not limited to) medical claims, pharmacy claims, eligibility data, provider lists, data collected from the provider portal, ADTs, immunization registries, HIE data, etc. See data sources in Appendix 6.
2. Prospective Contractor shall ensure that portal is interoperable with MMIS/DHS enterprise systems and other DHS designated systems or vendors (included but not limited to MMIS, DSS/Data Warehouse, Health Dept Registry, Master Client Index (EMCI), etc.).
  - a) the input claims data (made available to Contractor weekly)
  - b) the payment interface, which consists of providing structured information (e.g., XML) of debit/credit changes for each provider.
3. Portal shall be able to regularly import and export batched claims from the DHS data warehouse (and/or MMIS system) as well as provider data from an online provider portal (in a pre-defined structured format, using MoveIT or DHS approved solution).
4. Portal shall accept fixed length or delimited flat files based on a predefined and agreed upon format.
5. Portal shall support secure (e.g., SSL) data exchange between multiple clients as defined by DHS/OIT Security, see Attachment K ARDHS-OIT-Standard IT Requirements
6. Portal shall allow export of all metrics data (Patient Pathway information, associated claims, patient information) and import of all metrics (Patient Pathway) data in common file formats (e.g., XML, CSV).
7. Portal shall allow DHS user to create custom data queries as needed.

## I. System

1. Contractor shall be responsible for coordinating completion of both user acceptance testing and quality assurance activities. In addition, contractor shall provide quality control testing prior to launching new metrics, reports, and dashboard tools. DHS may do additional quality testing; therefore, testing should be coordinated with DHS. Vendor shall supply DHS with a copy of all the test cases, a listing of all regression testing and provide access to the automated testing tools the vendor will supply
2. Contractor shall provide separate design environments for ad hoc testing and claims analysis, as well as separate area environments for Patient Pathway design and quality control testing prior to launch. It is recommended that Contractor provide four (4) environments for DEV, UAT1, UAT2 and PROD. Note: UAT1 will be used by the State's stakeholders for testing. Production data will be used in UAT environment, therefore UAT will need to follow the same security requirements as production.
3. Contractor shall adhere to and comply with readily accepted code/language industry standards. Acceptable code language includes but are not limited to JavaScript, Python, Scala, Ruby, C-derived languages, etc.

## J. Conversion Requirements

1. To migrate data from current portal system to the new Prospective Contractor's portal, the followings steps must be followed:
  - a) Extracting data from legacy portal system.
  - b) Tracking changes in anticipation of dual maintenance.
  - c) Importing data into Conversion environment.
  - d) Migrating data to production.
  - e) Scrubbing data.
2. Contractor shall supply an environment specifically for conversion testing.
3. Contractor shall convert all data, documents, and reports from the existing system. See Appendixes 3, 5, 6 and 7.
4. Contractor shall do an analysis of the current data and generate exception reports and present the reports to the state with recommended actions.
5. Contractor shall work with the existing portal system contractor to map all data for conversion.
6. Contractor shall produce a conversion management plan and submit to state for review and approval within 45 days after contract start.
7. Contractor shall perform multiple mock conversions until an acceptable conversion rate is achieved. Conversion rate must be discussed and agreed upon with DHS.
8. In addition, contractor shall retain all non-conformant and system legacy data during the conversion process and provide to the state on demand.
9. Contractor upon signing of contract, shall be able to pre-load and house a minimum of 10 years of past reports into system with no need for recalculation of metrics for past reports in the eventuality the metrics reflected for such past time period have changed. Data over 10 years shall be archived and accessible to DHS user upon request within one (1) business day. Vendor shall make recommendation regarding where to archive the data, based on retention policy, cost analysis, who needs to access the data.
10. Contractor shall coordinate with the State a designated data conversation meeting to decide the type of conversion (light switch or Phased) that will be implemented. Vendor shall provide a Dedicated Team with a Technical Conversion Lead, to work with the designated State Business on data migration and clean up.



11. Vendor shall develop and present to the State for approval, a data conversion process, and make recommendation for an acceptable conversion rate plus a method for data clean up.

12. Vendor shall develop and maintain a Data Conversion Plan.

K. Transition/Turn Over Plan

1. Ninety (90) calendar days prior to the contract end date, the Contractor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.
2. The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.

L. Service/Support

1. Contractor shall provide help desk support Monday through Friday, 7:00am through 7:00pm CST (via online services and a call center) to address issues related, but not be limited to, metric execution and implementation, user interface and troubleshooting, access to solution upgrades, and ongoing customer support. DHS will require access to the help desk application and have the ability to review reports in real time.
2. Contractor shall ensure that DHS phone inquiries for support will be received by a person located in a United States-based call center with good command of the English language.
3. Help desk support provided by contractor shall include customer support services for DHS staff, DHS-contracted customer support agents, and DHS-contracted provider relations representatives (for example to answer questions related to reporting features).
4. Portal support services shall be available for the extent of the contract including contract extensions made by renewal or amendments to the contract.
5. Help Desk hours of operation must be Monday through Friday, 7:00am through 7:00pm CST.
6. Contractor shall provide help desk services including:
  - a) Level 0 (customer self-service) – Access to Frequently ask Questions and self-service chatbots
  - b) Level 1 (basic support) - The Help Desk opens an incident ticket describing the event and the operational area affected by the issue; then assigns the Priority Level and enters pertinent information; follow by immediate notification to the appropriate response team. Level 1 help desk is the first point of contact and is responsible for logging the issue and, if possible, assisting the user.
  - c) Level 2 (moderate support) that includes as appropriate, escalation to the State.
  - d) Level 3 (technical/integration) support related to the functionality of the portal scope of work with assignment to appropriate response team.

Contractor shall respond to any support service ticket within 2 hours during help desk hours from 7 am to 7 pm CST. After hours request must be addressed within the first 2 hours of the next business day or by 9 am the next business.

7. Contractor shall ensure that every support call with ring-answer contact (i.e., not receiving a busy signal) must be in the control of an authorized and trained specialist or technical services representative within an average of thirty (30) seconds after caller makes selection in Interactive Voice Response (IVR) and call is placed in queue is made. In any month where the average speed of answer exceeds thirty (30) seconds, a review of the call list for that month will be conducted and all calls that have exceeded 30 second response time will be identified. DHS will require weekly call center statistics, or a real time dashboard (preferred).

8. At least one (1) dedicated contractor staff will be available for weekly onsite meetings (or more or less frequently as determined by DHS) to help as an onsite subject matter expert on the PCMH portal.
9. Contractor shall supply a dedicated group of support staff, including programmers, for metric/program(s) implementation and Parametric Configuration as well as troubleshooting, issue resolution and portal maintenance.

#### M. DevOps Requirements

1. Prospective Contractor shall provide with their proposal:
  - a) Team ramp-up time
  - b) Monthly rates per developer at various levels of seniority
  - c) Historical retention or attrition rates of team members
  - d) References to other customers using similar software technologies and/or domain experiences for what is needed for this particular project
  - e) An estimated velocity of story points per sprint
  - f) Prospective Contractor shall provide screenshots of current off the shelf proposed solution.
2. DHS expects that contractor shall implement the essential elements of DevOps for this contract in terms of processes, tools, and capacity building. Main processes to be implemented are:
  - a) Version control
  - b) Continuous integration and testing and continuous deployment, in addition to continuous monitoring and tracking.
3. DHS recommends for Prospective Contractor to use tools such as (but not limited to) Microsoft Azure DevOps in a SaaS approach, while capacity building measures to be applied include training of staff, change issues, etc.)
4. Prospective Contractor shall support the following main DevOps actions:
  - a) Analyzing the selected portal requirements presented in this RFP and proposing the setup for the automation of the DevOps pipeline to support development, and implementation of the PCMH portal, including Continuous Integration and Continuous Deployment (CI/CD).
  - b) Planning for the portal implementation and continuous pipeline setup.
  - c) Setting up the pipeline processes for the portal application creating end-to-end integration.
  - d) Version Control setup for development.
  - e) Code quality tool to be integrated for inspecting the code quality.
  - f) Automated deployment to Test environment.
  - g) Continuous Testing integration to test the deliverables.
  - h) Automated deployment to production environments.
  - i) Automated provisioning of infrastructure.
  - j) Automated monitoring and tracking of applications.
  - k) Preparing a technical document to cover above activities, so that a similar setup can be done including installation and configuration.
  - l) Providing on-job training on the above automation activities.
  - m) Service agreement shall include telephone and online support for our DevOps services.
  - n) Define and develop a security review process of vulnerability scans and remediation. Prospective Vendor shall provide access to the tools used for this process.

- o) Using and interfacing JIRA for all PMO activities: Change Requests, Defect Tracking, Decisions Log, Risk and Issues, Release management, etc.
- p) Use of JAMA for all requirements gathering so the State can map UAT testing to the requirements.

#### N. Project Management

1. The contractor project manager is normally on-site and manages the project from the contractor perspective and is the chief liaison for the State Project Director. The Project Manager has authority to make the day-to-day project decisions from the contractor firm perspective. This contractor project manager is expected to host meetings with Division Subject Matter Experts (SME) to review Division business organization and functions along with the organization, functions, and data of existing information systems relevant to this project. The contractor project manager is expected to host other important meetings and to assign contractor staff to those meetings as appropriate and provide an agenda for each meeting. Weekly on-site status meetings are required, as are monthly milestone meetings. Meeting minutes will be recorded by the contractor and distributed by noon the day prior to the next meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well. In their proposals, bidders must include a confirmation that their project manager will schedule status review meetings as described above. It is critical that a named Prospective Contractor Project Manager with prior project management experience be proposed.
2. In addition, contractor shall supply onsite project management for any necessary co-development efforts, platform releases, and maintenance efforts.
3. The Contractor must update all project documentation as frequently as mutually agreed upon by the State to ensure that documentation is current when modification(s) have been made to the Product after the initial delivery.
4. The Contractor must provide the required documentation to the State in the original formats within twenty (20) business r days of final approval from the State to fully implement the modification(s).
5. Documentation submitted by the Contractor for review should be to a quality standard that allows for one DHS review, one update, and then approval. The review, update, approval process shall be no longer than 5 business days for each of the review, update, and approval steps.
6. The Contractor must provide an online PDF version of all documentation and, upon request by the State. Information to be stored in a State approved location (e.g., SharePoint and or JIRA).
7. The Contractor must correct any Documentation (in whole or in part) not meeting State standards and resubmit to the State for approval within fifteen (15) calendar days of the initial electronic copy transmittal date.

## 2.7 DELIVERABLES AND MILESTONES

- A. Baseline Project Plan: Includes the kickoff of the project where the overall project planning, project management plan and schedule is agreed to, with ground rules and expectations set. The project plan is a living document and must be updated at the same interval as the status reports throughout the project to reflect actual project status and timelines. DHS must approve any change that results in the change of a milestone date.
- B. Document Templates: Includes the analysis and modification of all current PCMH portal templates as needed in order to be assimilated/implemented by contractor. These templates shall include (but not be limited to) Project Tools and Techniques templates uses as part of the project plan. DHS staff will approve each template. These templates may also be subject to federal review as well. Each document must include an update frequency which shall be approved by DHS.
- C. Requirements Traceability Matrix (RTM): Tracing forward is a matrix tracing the project requirements through detailed design, test scripts for SIT and UAT, and the verification scenarios used to prove out the functionality of the implemented system/portal. Tracing backward can be used for issue analysis and defect tracing. This is a living document that is updated as the project proceeds through its different phases.

- D. Interface Control Document (ICD): Contractor shall provide an interface control document (ICD) to provide a record of all interface information generated for the PCMH portal in this RFP. Each document needs to be reviewed by Security, Legal and Privacy in each institution. DHS to approve boiler plate documents.
- E. Business Requirements Document (BRD): This document consolidates requirements after Contractor's demo and/or requirement gathering session(s). It shall include as-is, to-be and gap analysis as part of a project re-engineering task (given that the Contractor will be replacing a currently active portal). Each requirement must be numbered for mapping in the RTM. This document shall also include a logical data model and process flow diagrams with high level screen designs. The BRD shall be accompanied by a Data Conversion Plan
- F. Design Specifications Document (DSD): This document shall include a detailed system design which may include screen designs, system flow diagrams, database design, physical data model, system architecture, an entity relationship diagram (ERD), code table values, database scripts, rules engine scripts (as applicable), coding design templates (as applicable), hardware and software specification lists including procurement and outyear costs, architecture diagram(s) and other system specifications as agreed upon.
- G. Communications Plan: Contractor shall create a plan for effective and efficient communications across the project team including stakeholders and business partners. Vendor shall provide meeting minutes for all meetings attended or scheduled.
- H. Test Plan: Contractor shall provide a plan for testing of developed code in each of the environments (DEV, UAT1, UAT2 and PROD). It must include a section on reporting system issues, analysis and identification of defect, assignment of severity level, defect remediation and regression testing. This must also identify the mechanism for tracking issues and defects over time. The Test Plan must describe the approval process for code promotion from DEV, UAT1, UAT2 and PROD. The Contractor is responsible for providing UAT test scripts along with each portal module deliverable.
- I. Training Plan: This is the plan for the events leading up to and including implementation. It must include a readiness checklist, a step-by step schedule, and decision points for the actual process.
- J. Implementation Plan: This is the plan for the events leading up to and including implementation with a Production Rollout Plan and Defect and/or Change Request Management Plan. It must include a readiness checklist, a step-by step schedule, and decision points for the actual process containing meeting schedules and agendas for DDI and M&O. Other item in the implementation Plan shall include, Project Tools and Techniques, Project Methods and Procedures, Project Status Reporting, and a Performance Management Plan.
- K. Disaster Recovery Plan: The Contractor shall develop and provide a Disaster Recovery plan for the proposed solution. The plan shall include recovery of system within 24 hours and no more than 12 hours loss of data. Provide an architectural diagram detailing the hardware, software, and the Application environments to demonstrate the recovery plan.
- L. System Security Plan: The Contractor shall develop, execute, maintain, and deliver for the State's approval, a System Security Plan (SSP) that will document the current level of security controls within the portal that protects the Confidentiality, Integrity, and Availability (CIA) of the solution and its information. This is a living document and will be updated no less than annually or when new vulnerabilities are identified and mitigated and when additional functionality and/or components are implemented. The System Security Plan must be approved before any State data is transferred or entered into the portal. DHS must approve all revisions of the System Security Plan.
- M. Completed System Integration Testing (SIT): The deliverable consists of formal DHS approval of System Integration Testing as outlined in the Test Plan.
- N. Completed Training Prior to Go-Line: This deliverable consists of formal DHS approval of training prior to go-live as outlined in the Training Plan.
- O. Completed User Acceptance Testing (UAT): This deliverable consists of formal DHS approval of User Acceptance Testing (UAT) as outlined in the Test Plan.
- P. Production System Acceptance: This deliverable consists of formal DHS approval of the implemented production portal that functions according to the approved requirements and design.

- Q. Conclusion of Warranty: The contractor shall supply one year of warranty support after formal DHS approval of the implemented portal. The warranty timeframe provides for issue resolution, bug fixes and system functionality problems with the new portal.

## 2.8 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 the 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 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 Contractor 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.
- G. In the event a Performance Standard is not met, the 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 the control of the Contractor that hindered the performance of services or if it is in the best interest of the State to do so. 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 Proposals 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*.
  - 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

- 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.
- 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.
- 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, scorable items/questions have each been assigned a maximum point value of five (5) points. Scorable items for each sub-section is reflected in the table below.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.
3. The Financial Disclosure section points will be added to the final subtotal score to arrive at the total.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Minimum Qualifications	Pass/Fail	n/a	n/a
A.1 Experience with implementation projects	Pass/Fail	n/a	n/a
A.2 Implementation for a state Medicaid agency serving a population of one million plus	Pass/Fail	n/a	n/a
A.3 Three (3) of the projects must have been with three (3) separate state agencies, divisions of a single agency or some combination thereof, and	Pass/Fail	n/a	n/a
A.4 Compliance with privacy standards	Pass/Fail	n/a	n/a
B. Attachment H - completed & signed	Pass/Fail	n/a	n/a
C. Attachment I - Completed both Requirements and Deliverables & Milestones	Pass/Fail	n/a	n/a
D. Active registration with the Arkansas Secretary of State's Office.	Pass/Fail	n/a	n/a
E. Letter of Bondability	Pass/Fail	n/a	n/a
E.2 Company and Staff Information and Experience	n/a	n/a	n/a
A. Experience	5	1.44%	10.08
B. Attachment H – Client History Form	5	5.71%	39.97
C. Staff Qualification and Experience	n/a	n/a	n/a
1. Staff skills matrix	5	5.71%	39.97
2. Narrative describing each key staff member relevant to this project	5	2.86%	20.02
3. Identify Prospective Contractor and subcontractor staff	5	0.71%	4.97
4. Provide an organization chart of all proposed staff.	5	0.71%	4.97
D. Subcontractor Organization	5	1.43%	10.01
E. Subcontractor Role	5	1.43%	10.01
E.3 Scope of Work	n/a	n/a	n/a
A. A high-level description of the steps (or high-level activities) and acknowledgement of responsibilities needed to complete the requirements.	5	5%	35
B. Supporting screen shots and sample reports of the Prospective Contractor's current system.	5	5%	35

C. An understanding of the relationship between the steps described in point A above and phases of the project as the contractor intends to complete them. For example, how each of the major deliverables in Attachment I – Requirements Response Worksheet will be completed? What resources might be needed for each deliverable?	5	5%	35
D. Special or unusual techniques or events	5	5%	35
E.4 Contractor Responsibilities/Project Requirements	n/a	n/a	n/a
A. Illustrate the <del>six</del> five (65) user role requirements	5	2.86%	20.02
B. Describe Provider's Admin User's ability within the Portal Interface to perform and view all the activities associated with Provider user (RFP Section 2.6.A.3).	5	2.86%	20.02
C. Demonstrate the portal solution's ability to handle (track) a minimum of 35 metrics	5	3.58%	25.06
D. Ability for DHS staff to manually reconcile processes associated with claims runout (i.e., correction of the metrics and payment calculations) up to 12 months after the reporting period close (RFP Section 2.6.B.5).	5	3.58%	25.06
E. Demonstrate that the Portal data runs on a concurrent 12-month period and will support arbitrary time windows (e.g., co-morbidity look back for a number of months) based on a trigger event (RFP Section 2.6.C.5).	5	3.58%	25.06
F. Demonstrate the capability with supporting system screen shots illustrating that the Portal will provide for the minimum modules required in RFP Section 2.6.D and specifically describe the characteristics for each module:	n/a	n/a	n/a
1 Metrics Module	5	2.14%	14.98
2 Patient Attributions Module	5	1.42%	9.94
3 Calculations Module	5	2.14%	14.98
4 Payments Module	5	1.42%	9.94
5 Provider Enrollment	5	0.71%	4.97
6 Reports Module	5	0.71%	4.97
G. Provide a proposed architectural diagram(s)	5	2.86%	20.02
H. Suggested Service Level Targets (SLT) and Service Level Agreements (SLA)	5	3.57%	24.99
I. Proposed data aggregation architectural diagram(s)	5	5%	35
J. Demonstrate <del>assurance of environments</del> <del>commitment</del> and provide an architectural diagram of environments with reference to RFP Section 2.6.I.2.	5	3.57%	24.99
E.5 Deliverables and Milestones	n/a	n/a	n/a
A. Baseline Project Plan	5	5%	35
B. Implementation Plan	5	5.71%	39.97
C. Conversation Plan	5	2.86%	20.02
D. Attachment I	5	6.43%	45.01
<b>Total Technical Score</b>	<b>155</b>	<b>100%</b>	<b>700</b>



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

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

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

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

- The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
- Technical Proposals that do not receive a minimum weighted score/subtotal of **400** may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

### 8. ORAL PRESENTATION/DEMONSTRATION SCORE

- The three Prospective Contractors with the top Technical proposal scores after the completion of the technical proposal evaluation may be contacted to schedule an oral presentation/demonstration.
- In the event oral presentation/demonstrations are scheduled, 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.
- If demonstrations are held, 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.
- If demonstrations are held, 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

- When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest grand total as shown on the *Official Bid Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)
- 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 Grand Total Score for the proposal. 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 DISCUSSIONS

Discussions for proposal clarification and/or negotiations may be conducted with Prospective Contractor(s) in accordance with Arkansas Code §19-11-230 (e)(1).

### 3.6 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 the 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 specifically and 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 the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- D. The 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. The 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. The 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 the Contractor.
- C. The Contractor agrees to the Performance Based Contracting standards as presented in *Attachment C*, DHS Standard Terms and Conditions as presented in *Attachment D*, a pro forma contract as presented in *Attachment E*, the Business Associate Agreement as presented in *Attachment F*, the Organizational or Personal Conflict of Interest policy as presented in *Attachment G and Attachment K* ARDHS-OIT- Standard IT Requirements. 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. The 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. The 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 the gross negligence or willful misconduct of the Contractor; 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 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 the gross negligence or willful misconduct of the Contractor; 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 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. The 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 protection of the State. 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 Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request.
4. The contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. 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. The Contractor **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.

#### 4.7 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The 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. The Contractor, Contractor's subsidiaries, and Contractor'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.

#### 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 the discretion of DHS. The State shall give the Contractor written notice of cancellation, specifying the terms and the effective date of contract termination.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

#### 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 the 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 interest of the State.
3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to the Office of Procurement 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/her 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 days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
10. **AMENDMENTS:** Contractor's 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 the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by the Contractor.

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