



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:	710-24-0001	Solicitation Issued:	October 13, 2023
Description:	Independent Assessment Services		
Agency:	Department of Human Services, Division of Medical Services		
SUBMISSION DEADLINE			
Proposal Submission Date and Time	November 9, 2023 1:00 p.m., Central Time	Proposal Opening Date and Time:	November 9, 2023 2:00 p.m., Central Time
Proposals shall not 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 shall be considered late and shall be returned to the Contractor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).			
DELIVERY OF RESPONSE DOCUMENTS			
Drop off Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201		
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437		
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201		
	Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.		
Proposal's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes. ▪ Solicitation number ▪ Date and time of proposal opening ▪ Vendor's name and return address		
OFFICE OF PROCUREMENT CONTACT INFORMATION			
OP Buyer:	Arnetia Dean	Buyer's Direct Phone Number:	501-683-5969
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	OP's Main Number:	501-396-6045
DHS Website:	https://humanservices.arkansas.gov/do-business-with-dhs		
OSP Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		

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SECTION 1 GENERAL INFORMATION AND INSTRUCTIONS

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

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) for the Division of Medical Services (DMS) to obtain pricing and a contract(s) for an organization to perform and manage a suite of Assessment instruments and a Tier Determination system utilizing the MnCHOICES assessment tool that has been customized for Arkansas, for Arkansans receiving services through the Arkansas Department of Human Services' (DHS) across the state of Arkansas. The state seeks a single standardized information technology (IT) platform that supports each Assessment Instrument and Tier determination and that is accessible by staff from DHS, and their designees. 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

- As a result of this RFP, OP intends to award a contract to a single Contractor.
- The term of this contract shall be for one (1) year. The anticipated start date for the contract is 3/1/2024. 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.

1.4 ISSUING AGENCY

The Office of Procurement (OP), as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this Bid Solicitation should be made through the Issuing Officer as shown on page one (1) of this document

1.5 BID OPENING LOCATION

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

1.6 ACCEPTANCE OF REQUIREMENTS

- 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.
- A Contractor's proposal will be disqualified if a Contractor takes exceptions to any Requirements named in this RFP.
- 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.)
- DHS must not be required to accept any requested exceptions. Only exceptions expressly accepted by DHS will become part of the resulting contract.

1.7 DEFINITION OF TERMS

- 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.
- I. "Administrative Hearing" means a hearing that takes place outside the judicial process before hearing examiners who have been granted judicial authority specifically for the purpose of conducting such hearings. There are two types of Administrative Hearings: A: Provider initiated - conducted by administrative law judges from the AR Department of Health and is governed in part by provisions of the AR Medicaid Fairness Act in addition to CMS and AR State Plan policies and regulations. B: Beneficiary initiated – conducted by administrative law judges from the AR Department of Human Services and governed by CMS and AR State Plan policies and regulations.
- J. "Allowable Expenses" means all reasonable expenses related to the Contract between DHS and the Vendor that are incurred during the Contract Term and not reimbursable or recovered from another source.
- K. "Appeal" means the process by which the State or Vendor reviews an Adverse Benefit Determination.
- L. "ARChoices in Homecare" means Medicaid program that includes home and community-based services for adults ages 21 through 64 with a physical disability and seniors age 65 or older. The program is operated under a 1915(c) waiver with CMS.
- M. "Assessment Instrument" means the tool, MN Choices Arkansas adaptation by population, by which the assessor shall measure a Beneficiary's abilities and the level of needs in order to make a proper Tier Determination for that individual.
- N. "Beneficiary" means a person certified by DHS as eligible for Medicaid benefit services and covered in the agreed upon assessment populations
- O. "Central Registry Check" means a review of the databases of the Child Maltreatment Central Registry, the Adult and Long-Term Care Facility Maltreatment Central Registry, and the Certified Nursing Assistant/Employment Clearance Registry maintained by DHS pursuant to 42 C.F.R. § 483.156 and § 20-10-203.
- P. "CES Waiver" means an Arkansas Home and Community Based Services waiver that provides a variety of community-based services to eligible individuals.
- Q. "CMS" means the Centers for Medicare and Medicaid Services, an agency within the United States Department of Health and Human Services responsible for overseeing, among other things the Medicaid and Children's Health Insurance Premium.
- R. "Contract Commencement" means the date the Contract is approved/released by OSP after the Arkansas State Legislature approval.

- S. "Contract Monitor" means the State representative(s) for this Contract who is primarily responsible for the Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor shall be a DHS staff member.
- T. "DHS" means the Arkansas Department of Human Services
- U. "Go-Live Date: means the date when the Vendor must begin providing all services required by this bid and resulting Contract.
- V. "Grievance and Appeal System" means the processes the Vendor implements to handle Appeals and Grievances, as well as the processes to collect and track information about them.
- W. "HIPAA or the Health Insurance Portability and Accountability Act" means a federal statute (passed in 1996 and amended in 2009) requiring standardization of electronic patient health, administrative, and financial data; unique health identifies for individuals, employers, health plans, and health care providers; and security standards to protect the confidentiality and integrity of individually identifiable health information.
- X. "Home and Community Based Services (HCBS) waivers" means the medical assistance program authorized and funded pursuant to Title XIX of the Social Security Act 42 U.S.C. Ch. 7, § 1396n §§ 1915(c) and administered by DHS which aims to provide comprehensive long-term care through Medicaid outside of institutional settings.
- Y. "Independent Choices" means state Medicaid program that gives its members the opportunity to direct their care at home by providing a monthly allowance in place of Personal Care services.
- Z. "Information Technology (IT) Platform" means the electronic system that the Vendor shall use to support, host, and report on the Assessment Instruments and the results from each assessment, Tier determinations, Beneficiary data and any other information deemed necessary by DHS.
- AA. "Living Choices Assisted Living" means a State Medicaid program that provides extended Medicaid State Plan prescription drugs, living choices assisted living services for individuals age 65 and older and physically disabled adults between the ages of 21 and 64.
- BB. "Medicaid Management Information System (MMIS) means the enrollment and payment information system for Arkansas Medicaid.
- CC. "Medicaid" means the medical assistance entitlement program authorized and funded pursuant to Title XIX of the Social Security Act (42 U.S.C. §1396 et seq.) and administered by DHS.
- DD. "PASSE" means Provider-Led Arkansas Shared Savings Entity
- EE. "Program for All-inclusive Care of the Elderly (PACE)" means a program that enables individuals who are 55 years of age or older and certified by the state to need nursing facility care, to live as independently as possible. PACE providers are certified by DAAS as having met all the CMS requirements to offer services.
- FF. "Performance Standards" means criteria that Vendor must meet to comply with the terms of the Contract. Failure to meet Performance Standards will result in damages (see Attachment C).
- GG. "Personal Care Services" means services that are categorized as a range of human assistance provided to persons with disabilities and chronic conditions to enable them to accomplish activities of daily living (ADLs) and instrumental activities of daily living (IADLs).
- HH. "Preauthorization" means an approval required from the Vendor before the provision of a particular Covered service.
- II. "Protected Health Information (PHI)" means Individually identifiable information, including demographics, which relates to a person's health, health care, or payment for health care, as further defined under HIPAA.
- JJ. "Related Organization" means an organization with which the Contractor is associated or affiliated with, has common ownership, control or common board members, or has control of or is controlled by the organization furnishing the services, facilities or supplies. Common ownership exists when an entity, entities, an individual or

individuals possess 5% or more ownership or equity in the participant. Control exists where an individual or an organization has the power, directly or indirectly, significantly to influence or direct the actions or policies of an organization or institution.

- KK. "Scope of Work" means the set of services, deliverables, and draft performance standards specified in this RFP, and any agreed modifications thereto.
- LL. "Start-Up Period" means the period of time between Contract Commencement and the Go-Live Date. During the Start-Up Period the Vendor shall perform start-up and implementation activities necessary to begin the successful performance of Contract activities as of the Go-Live Date. Payments during this period shall be tied to specific implementation deliverables as defined in this RFP.
- MM. "Subcontract" means agreement entered into by the Vendor with any other organization or person who agrees to perform any function or service for the Vendor specifically related to securing or fulfilling the Vendor's obligations to DHS under the terms of this RFP when the intent of such an agreement is to delegate the responsibility for any major service or group of services required by this RFP.
- NN. "Subcontractor" means any State-approved organization or person who provides any function or service for the Vendor specifically related to securing or fulfilling the Vendor's obligations to the DHS under the terms of the RFP. For the purposes of this Contract, the Subcontractor's providers shall also be considered the providers of the Contractor.
- OO. "Tier" means a Beneficiary's level of need as defined by DHS.
- PP. "Waiver" means Medicaid programs operated under CMS guidance that offer an alternative to institutional care by offering a board array of services not otherwise covered under the Medicaid program.

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 *Response Signature Page*.)
 - b. Original signed *Agreement and Compliance Page*. (See *Agreement and Compliance Page*.)
 - c. Original *Proposed Subcontractors Form*. (See *Subcontractors*.)
 - d. EO 98-04 Disclosure Form, Attachment A. (See *Standard Terms and Conditions, Disclosure*.)
 - e. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - f. Other documents and/or information 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 (Attachment F)*, in PDF format, and the *Cost Proposal Template (Attachment E)* in Excel 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 (Attachment F)* and *Cost Proposal Template (Attachment E)*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". Vendor **must not** include any pricing in the hard copies or electronic copies of 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. Four (4) 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 Proposal 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 (Attachment F)* and *Cost Proposal Template (Attachment E)*, preferably on a flash drive. A CD will also be acceptable. Do not send electronic copies via email or fax.
 - b. The *Official Bid Price Sheet (Attachment F)* and *Cost Proposal Template (Attachment E)*, 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 Contractors adhere to the following format and suggestions when preparing their *Technical Proposal* response.
 - The original *Technical Proposal Packet* and all copies should be arranged in the following order:
 - *Response Signature Page*.
 - *Agreement and Compliance Page*.
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form*.
 - *Equal Opportunity Policy*.
 - *Proposed Subcontractors Form*.
 - 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. 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 October 19, 2023. Submit questions to the OP buyer as shown on page one (1) of this *Bid Solicitation*. It is the 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 B*) should be used for submission of all written questions. For each question submitted, Vendor should reference the specific solicitation item number to which the question refers. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on October 26, 2023 .
- 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 vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by DHS.**

1.11 RESPONSE SIGNATURE PAGE

- A. An official authorized to bind the Contractor(s) to a resultant contract **must** sign the *Response Signature Page* included in the *Technical Proposal Packet*.
- B. Contractor's signature on this page **shall** signify contractor's agreement that either of the following **shall** cause the 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. Contractor **must** sign the Agreement and Compliance Page relevant to each section of the Bid Solicitation Document. The Agreement and Compliance Page are included in the Technical Proposal Packet.
- B. Contractor's signature on this page **shall** signify agreement to and compliance with all Requirements within the designated section.

1.13 SUBCONTRACTORS

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

1.14 PRICING

- A. Contractor(s) shall include all pricing on the Official Price Bid Sheet only. Any cost not identified by the successful contractor but subsequently incurred in order to achieve successful operation **shall** be borne by the Contractor. The *Official Bid Price Sheet* is provided as a separate PDF file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 180 days following the bid opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package. The *Official Bid Price Sheet* is provided as a separate file posted with this *Bid Solicitation*.
- D. Contractor **must not** include any pricing in the hard copies or electronic copies of 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 vendor **shall** be responsible for checking the websites listed on page one (1) for any and all addenda up to bid opening.

1.20 AWARD PROCESS**A. Award Determination**

The Grand Total Score for each Contractor, which shall be the sum of the Technical Score and Cost Score, shall be used to determine the ranking of proposals. The State may move forward to negotiations pursuant to 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 vendor(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 vendor(s) has been determined or an award made, or until such time the State decides not to move forward with an award.
3. The State may elect to request best and final offers. Any best and final offer request made by the State will be conducted 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. Vendors 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., 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, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. ACCORDINGLY, 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, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., equivalent access for effective use by both visual and non-visual means;
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
 6. Integrating into networks used to share communications among employees, program participants, and the public; and
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.27 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 MASTERCARD ACCEPTANCE

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

1.29 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

Table 1: Solicitation Schedule

ACTIVITY	DATE
Public Notice of RFP	October 13, 2023
Deadline for Receipt of Written Questions	October 19, 2023, 4:00p.m. CST
Response to written Questions, On or About	October 26, 2023
Proposal Due Date and Time	November 9, 2023, 1:00 p.m. CST
Opening Proposal Date and Time	November 9, 2023, 2:00 p.m.
Intent to Award Announcement Posted, On or About	December 8, 2023
Contract Start Date (Subject to State Approval)	March 1, 2024

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:

Table 2: State Holidays

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

HOLIDAY	DATE
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

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

SECTION 2 SPECIFICATIONS

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

2.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) for the Division of Medical Services to obtain pricing and a contract(s) for Arkansas Independent Assessment (ARIA) services. The Office of Procurement is the sole point of contact throughout this solicitation process.

The Arkansas Department of Human Services (DHS) currently contracts to provide independent assessment services to approximately 62,000 enrolled Medicaid members. DHS is seeking to procure new Independent Assessment Services contract to administer the ARIA system, operate a beneficiary and provider call center, and perform functional needs assessment services to determine eligibility for certain services offered through Home and Community Based Services (HCBS) programs for the Medicaid Program.

The Arkansas Independent Assessment (ARIA) system is comprised of several parts that are administered through separate steps for each eligible Medicaid client served through one of the state's waiver programs, or state plan personal care services. The purpose of the ARIA system is to perform a functional needs assessment to assist in the development of an individual's Person-Centered Service Plan (PCSP), for certain populations to establish a per member per month payment to a managed care entity, or personal care service plan. As such, it assesses an individual's capabilities and limitations in performing activities of daily living such as bathing, toileting, and dressing. It is not a medical diagnosis, although the medical history of an individual is an important component of the assessment as a functional deficiency may be caused by an underlying medical condition.

Federal statutes and regulations require states to use an independent assessment for determining eligibility for certain services offered through Home and Community Based Services (HCBS) waivers. It is also important to Medicaid clients and their families that any type of assessment is based on tested and validated instruments that are objective and fair to everyone. The foundation of the ARIA system is MnCHOICES, a comprehensive functional assessment tool originally developed by state and local officials in Minnesota and customized for Arkansas, for use in assessing the long-term services and supports (LTSS) needs of elderly clients and clients with Intellectual/Developmental Disabilities and Home and Community Based Service needs for individuals with Behavioral Health Conditions. Many clients with developmental disabilities (DD)/intellectual disabilities (ID) and clients with severe behavioral health needs also have LTSS needs.

DHS is seeking a holistic solution to assist the State in continuing the process by which Beneficiaries served by these programs and/or applicants for division services can be assessed for the amount and type of services needed. While each program has unique needs based upon their current procedures, this RFP addresses DHS's goal of continuing using a similar strategy and process across the programs.

The purpose of this RFP is to solicit proposals from qualified organizations to perform and manage the following Independent Assessment Services:

- Operate the ARIA suite of Assessment Instruments
- Conduct Assessments and Tier Determinations
- Deliver a standardized information technology (IT) platform that supports the ARIA system
- Provide Beneficiary and Provider Call Center Services
- Conduct Initial and Ongoing Training

The current ARIA system population categories, service utilization, and provider estimates are as follows:

Table 3: Estimates of Assessments and Providers per Population Category

Population Category	Population Sub-category	Estimated Number of Individuals	Estimated Number of Assessments	Estimated Number of Providers
Elderly, Aging and Physically	Program Totals		19,477	990
	ARChoices in Homecare	8,470	5,349	

Population Category	Population Sub-category	Estimated Number of Individuals	Estimated Number of Assessments	Estimated Number of Providers
Disabled Populations	Living Choices Assisted Living (ALF)	1,065	570	
	PACE program	516	323	
	Personal Care Services	11,144	12,316	
	Independent Choices Services	638	919	
Behavioral Health Populations	Program Totals	35,000	40,000	260-370
	Medicaid Recipients: Children with Serious Emotional Disturbance designation	24,500	28,000	
	Medicaid Recipients: Adults with a Serious Mental Illness designation	10,500	12,000	
Intellectual and Developmental Disability Populations	Program Totals		1,800	600-800
	Community and Employment Support (CES) Waiver: Children	660		
	CES Waiver: Adults	4840		
	Individual Care Facility (ICF)	500		
	CES Waiver: Waitlist	2000		
Complex Care				15-30

2.2 MINIMUM QUALIFICATIONS

The Contractor must meet the following requirements:

- A. The Contractor must be registered to do business in the State of Arkansas and in good standing by the initial start of any resulting contract. For verification purposes, Contractor must provide a Certificate of Good Standing, Certificate of Authority, other required Arkansas Secretary of State documentation such as non-filing or nonqualifying statements, upon DHS request.
- B. The bidder must include a copy of all required licensure and certification documents in the bidder's response to this solicitation. See "Response Documents."
- C. The Contractor and/or a combination of the Contractor and the Contractor's subcontractors shall have at least five (5) years of cumulative experience working on a similar implementation and administration of Independent Assessment projects for at least three (3) other state Medicaid programs or similar state human services programs in the last eight (8) years. This includes the management, support, and hosting of Assessment Instruments on the Contractor's information technology platform. To validate this qualification, bidders must complete and sign Attachment H Client History Form.
- D. The Contractor and/or combination of the Contractor and the Contractor's subcontractors shall have at least three (3) years of cumulative experience working on similar transformation support projects for at least three (3) other state Medicaid programs or similar state human services programs in the last eight (8) years. This experience shall include the development of a curriculum and the training of employees through in-person, electronic and telephonic methods. To validate this qualification, bidders must complete and sign Attachment H Client History Form.
- E. The Contractor shall have three (3) years of experience in the last eight (8) years with the delivery of assessments and interacting and communicating with the target audience, which includes individuals diagnosed with intellectual disabilities, behavioral/mental health diagnoses, physical disabilities, and aging populations, or other similar experience. Experience shown must be work done by individuals who will be assigned to this project as well as that of the Contractor's company. Studies or projects referred to must be identified and the name of the client disclosed. To validate this qualification, bidders must complete and sign Attachment H Client History Form.

- F. The Contractor or its subcontractors must have five (5) years of experience providing stakeholder outreach and education, particularly with Medicaid providers, for a project of similar scope within the last eight (8) years.
- G. The Vendor must disclose all information related to any on-going litigation and any litigation resolved, including by settlement, in regard to other states' Medicaid programs. To validate this qualification, bidders must complete and sign Attachment H Client History Form.
- H. The Vendor shall be bondable. As proof of meeting this requirement, the Vendor 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 Vendor's performance in all respects of the terms and conditions of the RFP and the resultant contract. See RFP Section 4.5 for additional information regarding Performance Bonding.
- I. The Contractor's experience requirements listed herein may be met by subcontractors. The subcontractor shall perform the specific service or function which relates to the required experience. If a Vendor chooses to use (a) subcontractor(s), the Vendor shall have three (3) years of experience managing subcontractors within the last eight (8) years. To validate this qualification, bidders must complete and sign Attachment H Client History Form.
- J. The Vendor shall complete Attachment H Client History Form.

2.3 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.

2.4 EXPECTATION OF SERVICES

- A. The Prospective Contractor shall perform all services described in this RFP and shall comply with all applicable State and federal statutes, State, and federal regulations, and State and federal policies transmitted through published notices, letters, manual provisions, or transmittals.
- B. The selected Contractor shall perform services during the Arkansas Medicaid Independent Assessment Services project and shall:
 - 1. Provide all services and meet all requirements requested in this RFP and all Attachments.
 - 2. Perform services and produce required deliverables by the due dates outlined in this RFP.

3. Provide any/all hardware or software required for project tracking, reporting, management, and production of deliverables.
4. Comply with federal regulatory requirements in 45 CFR 95.626.
5. Comply with all security and privacy laws, regulations, and policies, including HIPAA, and related breach notification laws and directives.
6. The Independent Assessment Services Contractor **shall** develop and provide deliverables and services in accordance with the following standards:
 - a. Institute of Electrical and Electronics Engineers (IEEE) Standard 1012- 2004, as well as all other applicable, lifecycle-appropriate IEEE Standards (e.g., 12207 Software Life Cycle Process, 703 Software QA Plans, 1074 Developing Software Project Lifecycle Process, 828 Configuration Management Plans, and 830 Requirement Specifications, to name a few)
 - b. The Capability Maturity Model Integration (CMMI)
 - c. The current edition of the Project Management Institute's (PMI) Standard for Portfolio Management, Standard for Program Management, Project Management Body of Knowledge (PMBOK® guide)
- C. Bidders are encouraged to propose solutions in addition to the minimums stated.
- D. Prospective Contractors, either directly or through their subcontractors, **shall** be able to provide all necessary services and meet all the requirements requested in this RFP.

2.5 SCOPE OF WORK

- A. The Vendor **shall** provide the following in the resulting contract:
 1. Assessment and Reassessment Operational Services (See Section 2.5.1 for requirements)
 2. Assessor Staffing and Assessment Services (See Section 2.5.2 for requirements)
 3. Information Technology Platform and Services (See Section 2.5.3 for requirements)
 4. Beneficiary and Provider Training and Support Services (See Section 2.5.4 for requirements)
 5. Quality Assurance Services (See Section 2.5.6 for requirements)
 6. Key Personnel and Staffing Services (See Section 2.5.5 for requirements)
 7. Reporting Services (See Section 2.5.7 for requirements)
 8. Transition and Implementation Services (See Section 2.5.8 for requirements)
- B. In the administration of all activities under the contract established from this solicitation, the Vendor **shall** comply with all federal and State laws, rules, and regulations, including but not limited to any guidance issue by the Centers for Medicare and Medicaid Services (CMS).
- C. Contractor shall provide services according to the processes listed for the each of the following populations. See Section 2.1 Table 3 for current population and utilization estimates. Current estimates of populations size are provided for information only. Populations sizes may change over the course of the contract. DHS reserves the right to add additional populations through mutual agreement with the Contractor.
 1. Elderly, Aging and Physically Disabled Populations
 - a. DHS operates two Home and Community Based Services (HCBS) waivers that **shall** be included in services requested in this RFP: the ARChoices in Homecare waiver and Living Choices Assisted Living (ALF) waiver.
 - b. Three additional groups **shall** also be included in the services resulting from this RFP: PACE program participants, individuals receiving Personal Care Services, and individuals receiving Independent Choices Services.
 - c. Overview of Elderly, Aging, and Physically Disabled Independent Assessment and Tier Determination Process

- i. Currently, Independent Assessment referrals are initiated by DHS when the client completes an application for services at the DHS office in the county of their residence. The referral is transmitted to the Independent Assessment (IA) Vendor.
- ii. The Vendor **shall** administer the Independent Assessments and Tier Determinations.
- iii. Beneficiaries from the aforementioned populations **shall** receive an Independent Assessment and Tier Determination under the Contract that results from this RFP. Reassessments **shall** occur every ten months for Personal Care Services program recipients. All other Aging program recipients may receive a Reassessment in 12 months if a significant change in condition has occurred.

2. Behavioral Health Populations

- a. DHS oversees the 1915 (b) PASSE waiver, which provides comprehensive care coordination and service delivery. Beneficiaries included in scope of services for this RFP **shall** be Medicaid recipients and those served through the public behavioral health system and in need of various amounts and intensities of mental and behavioral health services provided in home and community settings and institutional settings.
- b. Overview of Behavioral Health Services Independent Assessment and Tier Determination process
 - i. The Behavioral Health section has three service Tiers: Tier 1, Tier 2, and Tier 3.
 - ii. Currently, Behavioral Health Service providers identifying a client who may require services in addition to counseling services and medication management, initiate a referral for an Independent Assessment. Upon referral and within the deadlines specified in this RFP, the vendor **shall** provide the client with an Independent Assessment and Tier determination.
 - iii. The Vendor **shall** provide reassessments annually to those individuals identified as having a continued need for services.

3. Intellectual and Developmental Disability Populations

DHS offers services for clients with ID/DD in homes and communities as well as 24-hour residential programs. DHS operates five (5) Human Development Centers (HDC) that provide 24-hour care to Arkansans with intellectual and developmental disabilities.

- a. ID/DD Included Populations
 - i. Individuals served under the Community and Employment Support (CES) Waiver **shall** be referred to the Vendor for an assessment and receive a Tier determination. Upon referral and within the deadlines specified in this RFP, the Vendor **shall** provide the client with an Independent Assessment and Tier Determination.
 - ii. Individuals receiving services in an Intermediate Care Facility (ICF) **shall** be referred to the Vendor for an assessment. Upon referral and within the deadlines specified in this RFP, the Vendor **shall** provide the client with an Independent Assessment and Tier Determination.
 - iii. Individuals on the CES Waiver waitlist **shall** also be referred to the Vendor for an assessment. Upon referral and within the deadlines specified in this RFP, the Vendor **shall** provide the client with an Independent Assessment and Tier Determination.
- b. Overview of ID/DD Independent Assessment and Tier Determination Processes
 - i. Currently, when an individual applies for services under the CES Waiver or for services in an ICF, DHS performs the initial eligibility determination. If deemed eligible, the individual is referred to the Vendor for an Independent Assessment.
 - ii. Currently, when an individual applies for admission to the Human Development Center (HDC), DHS performs the initial eligibility determination. If deemed eligible the individual is referred to the Vendor for an Independent Assessment.

4. Complex Care Population

- a. Complex care clients are those who have an existing Behavioral Health or Developmental Disabilities Independent Assessment with a Tier 2 or Tier 3 designation and has been reviewed by DHS and identified as a PASSE member with complex needs and will receive an Independent Assessment to confirm the complex needs with a Tier 4 designation.

b. Referral Process

- i. Once a member is attributed to a PASSE, DHS may initiate a referral for a member to get a complex care assessment that will determine whether the member is eligible for Complex Care services. A PASSE member may be considered for the Complex Care if the member has been assessed or re-assessed as Tier 3 and if:
 - A member has an intellectual/developmental disability AND a behavioral health need OR
 - A member requires a higher level of care coordination and services due to court involvement OR
 - A member's behavioral health needs are complex.
- ii. To Continue to receive Complex Care services, members must receive a complex care assessment annually and be assessed as needing Complex services. A reassessment will be completed by appropriate DHS-approved staff using the appropriate Complex Care assessment tool. If a member does not meet the need for Complex Care services, the member will be placed back in Tier 3. An in-person interview will be conducted for initial assessments, with the option of using telemedicine to complete reassessments for members who meet the criteria for Complex Care. The telemedicine tool must meet the 1915(i) requirement for the use of telemedicine under 42 CFR 441.720 (a)(i)(A) through (C).

5. DHS, at its sole discretion, reserves the right to request services for additional DHS clients.

D. Amendments to the services and structure of the Arkansas programs offered through DHS **shall** be contingent upon approval by the Centers for Medicare and Medicaid Services (CMS) and promulgation of appropriate program, provider manual(s), and certification rules under the Arkansas Administrative Procedure Act. Any contract(s) that results from this RFP shall be amended as necessary to comply with the approved and promulgated program, provider manual(s), and certification rules.

E. Conflicts of Interest

1. The Vendor **must** adhere to the following conflict of interest requirements prior to and throughout the life of the awarded Contract:
 - a. The selected Contractor **shall not** be a Related Organization to any Department of Human Services (DHS) certified or licensed provider organization. In addition, the selected Contractor **must not** employ individuals related to any DHS certified or licensed provider organization or sub-contract with any DHS certified or licensed provider organization or its staff.
 - b. The selected Contractor **shall not** be a State agency (including without limitation, human development centers).
 - c. The selected Contractor **shall not** claim reimbursement for any Medicaid-covered services.
 - d. The selected Contractor **must** ensure that the persons conducting the assessments **shall not** be related by blood or marriage to the individual being assessed or to any paid caregiver of the individual being assessed or to any paid caregiver of the individual being assessed, financially responsible for the individual being assessed, empowered to make financial health related decisions of behalf of the individual being assessed, and **shall not** benefit financially from the provision of assessed needs.
2. The Vendor **must** sign the Conflict-of-Interest Affidavit in the *Technical Proposal Packet*.

2.5.1 ASSESSMENT AND REASSESSMENT OPERATIONAL REQUIREMENTS

A. The Vendor **shall** utilize the MnCHOICES customized for Arkansas, Assessment Instruments that meets the respective needs of the populations identified in the RFP.

1. Mandatory Minimum Requirements for MnCHOICES Assessment Instruments

- a. The Independent Assessment **shall not** be self-administered or completed by the Beneficiary himself/herself or his/her guardian, parent, caretaker, or other third-party directly involved with his/her care. The Independent Assessment **must** be administered by trained and qualified assessor staff in accordance with the requirements of the instrument developer and those contained in this RFP.
- b. At least 95% of all assessments and Tier Determinations **must** be completed and returned to DHS or DHS' designee within the deadline agreed upon in the Contract. The timeliness of all Assessments

- and Tier Determinations **shall** be measured monthly by the Vendor's Monthly Program Performance Report.
- c. After the conclusion of an Assessment, the Vendor **shall** complete additional forms on behalf of the Divisions for administrative purposes, if requested by DHS.
- B. The Vendor **shall** administer the MnCHOICES Instrument that has been customized for Arkansas, Assessment instruments for identified elderly, aging, physically disabled, Intellectually Disabled/Developmentally Disabled (ID/DD), Behavioral Health, and complex care populations.
- C. The Vendor **shall** adopt the algorithm(s) customized by and for Arkansas DHS.
- D. The Vendor **shall** implement the Assessment instruments and support for Tier Determination processes.
- E. The Vendor **shall** develop, adjust, and implement any needed changes to the algorithm.
- F. The Vendor **shall** develop, adjust, and implement any additional assessment tools identified by DHS.
- G. All assessment instruments, algorithms, or other tools developed under a contract established from this solicitation **shall** be the property of the State.
1. Escrow. All such assessment instruments **must** be maintained in escrow for the State's use.
 2. Federal license. The Department of Health and Human Services (HHS) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal government purposes, the software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under this Subpart.
 3. Proprietary software. Proprietary operating/vendor software packages such as software that is owned and licensed for use by third parties, which are provided at established catalog or market prices and sold or leased to the general public must not be subject to the ownership provisions in paragraphs (a) and (b) of this section.
 4. Limitation. Federal financial participation is not available for proprietary applications software developed specifically for the public assistance programs covered under this subpart.
- H. Notices must be distributed within ten (10) business days or as directed by the State. The State will determine how the beneficiary communications will be performed, (e.g. email, web portal, U.S. mail or a combination of these.)
- I. The Vendor **shall** schedule Appointments at a time and location convenient to the individual and their guardian and may include weekend and after-hour appointments.
- J. Current requirements and procedures for Initial Assessments and Reassessments are set out below for each population. However, DHS intends to modify the current procedures to better support the needs of these populations during the contract established by this solicitation. Vendor **shall** coordinate with DHS, support the process of revising these procedures, and adopt the new procedures upon their completion.
- K. Elderly, Aging and Physically Disabled Section Specific Assessment Instrument Administration Requirements
1. Assessment Volume Estimates

Note: Volume estimates provided are strictly a courtesy to all potential Vendors and **must not** be considered as guarantees of future Contract volume.

 - a. The estimated total number of assessments to be administered by the Vendor for the Elderly, Aging and Physically Disabled Beneficiaries can be found in Section 2.1 Table 3.
 2. Reassessments
 - a. Reassessments for Personal Care and Independent Choices Beneficiaries **shall** occur annually. The Vendor **shall** begin the process of scheduling a reassessment ten (10) months after the anniversary of the last assessment completed for the individual.
 - b. Reassessments for all Waiver Beneficiaries may occur twelve (12) months after the anniversary of the last completed assessment if there has been a significant change in the Beneficiaries condition.

3. Emergency Assessments / Emergency Reassessments

- a. Emergency assessments (i.e., change in condition assessments) may occur during the life on the Contract. The Vendor **shall** administer any referred emergency assessments required during the life of the Contract.
- b. The Vendor **shall** complete all Elderly, Aging and Physically Disabled emergency assessments within seven (7) calendar days after referral.
- c. The estimated total number of emergency assessments will be approximately 100 emergency assessments per year.

4. Assessment Scheduling Protocol

- a. Initial Assessment: Independent Assessment referrals are initiated by the Division of County Operations (DCO) when the client submits an application for services at the DHS office in the county of their residence. The referral is transmitted to the Independent Assessment Vendor. Upon receiving a referral, the Vendor **shall** have ten (10) calendar days to schedule and administer the assessment.
- b. The Vendor **shall** send advance notification in a format approved by DHS of an upcoming assessment to the Beneficiary prior to the assessment.
- c. The Vendor **shall** send a complete copy of the Beneficiary's completed assessment to the Beneficiary.

5. Reassessments Scheduling Protocol

- a. DHS or its designee will initiate referrals for Reassessments. Reassessment referrals will be sent 60-days prior to the anniversary of the previous assessment. Upon receiving a referral, the Vendor **shall** schedule and administer during this timeframe.
- b. The Vendor **shall** send advance notification in a format approved by DHS of an upcoming reassessment to the Beneficiary prior to the reassessment.

6. Assessment Notification Requirements

- a. Initial Contact- For the initial assessment or any reassessment or emergency assessment, the Vendor **shall** make at least three (3) attempts on three (3) separate days, to contact the individual by telephone. After three (3) unsuccessful attempts, the Vendor **shall** notify DHS and/or its designee that the individual could not be reached, and an assessment could not be scheduled or administered.
- b. New or Corrected Contact information- If, after three (3) unsuccessful attempts, DHS or another entity provides the Vendor with additional or corrected contact information that allows the Vendor to successfully contact the individual, or the individual contacts the Vendor no earlier than four (4) days after the initial referral, the Vendor **shall** have an additional five (5) calendar days to administer the assessment, for a total of fifteen (15) days from referral to the administration of the assessment.
- c. Cessation of Contact Attempts- If the Vendor remains unable to contact the Beneficiary, even after receiving additional contact information, the Vendor **shall** notify the DHS that the individual could not be reached, and an assessment could not be scheduled or administered.
- d. The language and content of all written notices **must** be approved by DHS prior to use by the Vendor.

7. Appeals and Administrative Hearings

- a. Vendor staff **must** participate, in the manner requested by DHS and at no cost to the State, in an Administrative Hearing process legal proceeding or any form of formal dispute as a result of a Beneficiary Appeal regarding Assessment or Tier Determination results, changes in benefits, and other items as determined by the State. The initial Administrative Hearing will be coordinated by DHS.

8. Tier System

a. Personal Care

The Vendor **shall** adhere to the following Tiers for this population.

- i. Tier 0 indicates the client did not score high enough in any of the Activities of Daily Living (ADLs) such as Eating, Bathing, Toileting, to meet the state's eligibility criteria for Independent Choices and Personal Care Services. A Tier 0 indicates that the client did not need any "hands on assistance" to be able to bathe themselves, dress themselves or feed themselves, as examples.

- ii. Tier 1 indicates the client scored high enough in at least one of the Activities of Daily Living (ADLs) such as Eating, Bathing, Toileting, to meet the state's eligibility criteria for Independent Choices and Personal Care Services. A Tier 1 indicates that the client did need "hands on assistance" to be able to bathe themselves, dress themselves or feed themselves, as examples.
 - b. ARChoices, Living Choices and PACE.
 - i. The Vendor shall adhere to the following Tiers for this population.
 - ii. Tier 0 and Tier 1 indicates the client's assessed needs, if any, do not support the need for ARChoices waiver, Living Choices waiver, PACE services or nursing facility services.
 - iii. Tier 2 indicates the client's assessed needs are consistent with services available through either the ARChoices waiver, Living Choices waiver, PACE program or a licensed nursing facility
 - iv. Tier 3 indicates the client needs skilled care available through a licensed nursing facility and therefore is not eligible for the ARChoices waiver, Living Choices waiver, or PACE program.
 - c. These indications notwithstanding, the final determination of Level of Care and eligibility is made by the Division of County Operations (DCO).
 - i. The Vendor shall assign a Tier to the individual based on the outcome of the assessment.
 - ii. The Vendor shall report the outcome of the assessment and the initial Tier Determination to DHS and DHS shall reserve the right to review any and all assessment outcomes and Tier Determinations.
 - iii. The Vendor shall provide written notice in a format approved by DHS to any Beneficiary whose Tier is lowered.
- L. Behavioral Health Services Section-Specific Assessment Instrument Administration Requirements
 - 1. Assessment Volume Estimates

Note: Volume estimates provided are strictly a courtesy to all potential Vendors and **must not** be considered as guarantees of future Contract volume.

 - a. The estimated range of the total number of assessments to be administered by the Vendor can be found in Section 2.1 Table 3.
 - 2. Reassessments
 - a. The Vendor **shall** administer reassessments for Behavioral Health and Complex Care Beneficiaries annually. The Vendor **shall** begin the process of scheduling a reassessment nine (9) months after the anniversary of last assessment completed for the individual.
 - 3. Emergency Assessments
 - a. Emergency assessments (i.e., priority population assessments) **shall** include those individuals who are being discharged from psychiatric hospital admissions or acute crisis unit stays.
 - b. DHS will give presumptive eligibility to children/youth in DCFS custody, patients being discharged from the AR State Hospital, children/youth in Department of Youth Services (DYS) custody and individuals court ordered into the 911 program (otherwise known as the AR Conditional Release Program Act 911 of 1989) until an emergency assessment can be administered.
 - c. The Vendor **shall** administer and complete all emergency assessments within seven (7) calendar days after referral.
 - d. The estimated range of the total number of emergency assessments is 20-30 per month.
 - 4. Assessment Scheduling Protocol
 - a. Initial assessment: At the beginning of the contract DHS and/or its designee will provide the Vendor with the names and contact information for each known Beneficiary in need of an assessment. The Vendor **shall** work with DHS and/or its designee to begin accepting referrals for the initial assessments that **shall** avoid disruption to the currently scheduled assessments.

- b. The Vendor **shall** initially notify the Beneficiary that the Vendor will be contacting the Beneficiary to schedule an assessment.
 - c. Additional Contract Term Referrals: Throughout the life of the Contract, the DHS or its designee **shall** also send the information of an individual or a group of individuals (i.e., a referral). The Vendor **shall** schedule an assessment with the individual(s). Upon receiving a referral, the Vendor **shall** have fourteen (14) calendar days to schedule and administer the assessment, unless the referral is identified as an Emergency Assessment.
 - d. The Vendor **shall** send a complete copy of the Beneficiary's completed assessment to the Beneficiary.
5. Reassessment Scheduling and Notification Requirements
- a. The Vendor **shall** work with DHS to establish an order of priority for the reassessments which shall take into account the annual reassessment timeline requirement.
 - b. The Vendor **shall** send advance notification in a format approved by DHS of the upcoming reassessment to the Beneficiary prior to the reassessment.
 - c. The Vendor **shall** work with PASSE care coordinators to schedule the reassessment. The Vendor may also need to work directly with residential treatment providers to perform reassessments for clients in facilities.
6. Assessment Notification Requirements
- a. Initial Contact - For the initial assessment, any reassessment or emergency assessment, the Vendor **shall** make at least three (3) attempts, on three (3) separate calendar days, to contact the individual by telephone. After three (3) unsuccessful attempts, the Vendor **shall** notify DHS and/or its designee that the individual could not be reached, and an assessment could not be scheduled or administered.
 - b. New or Corrected Contact information - If, after three (3) unsuccessful attempts, DHS or another entity provides the Vendor with additional or corrected contact information that allows the Vendor to successfully contact the individual, or the individual contacts the Vendor no earlier than four (4) days after the initial referral, the Vendor **shall** have an additional five (5) calendar days to administer the assessment, for a total of fifteen (15) days from referral to the administration of the assessment.
 - c. Cessation of Contact Attempts - If the Vendor remains unable to contact the Beneficiary, even after receiving additional contact information, the Vendor **shall** notify the DHS that the individual could not be reached, and an assessment could not be scheduled or administered.
 - d. The language and content of all written notices **must** be approved by DHS prior to use by the Vendor.
7. Appeals and Administrative Hearings
- a. Vendor staff **must** participate, in the manner requested by DHS and at no cost to the State, in any Administrative Hearing process legal proceeding or any form of formal dispute as a result of a Beneficiary Appeal regarding assessment or Tier Determination results, changes in benefits, and other items as determined by the State. The initial Administrative Hearing will be coordinated by DHS.
8. Tier System
- a. The Behavioral Health Services Program provides care, treatment and services through an AR Medicaid enrolled Behavioral Health Services provider to Medicaid-eligible Beneficiaries and other individuals served through public behavioral health system who have a Behavioral Health diagnosis as described in the American Psychiatric Association Diagnostic and Statistical Manual (DSM-IV and subsequent revisions).
- Eligibility for services depends on the needs of the Beneficiary. Counseling Services and Crisis Services can be provided to any Beneficiary as long as the services are medically necessary. Beneficiaries will be deemed eligible for Home and Community Based Services based upon the results of an Independent Assessment that the Vendor **shall** administer. The goal of the Independent Assessment is to determine eligibility for a broader array of services and more intensive treatment that best meet the needs of the Beneficiary initially and over time.
- DHS oversees the PASSE program. The PASSE program operates under a waiver granted under section 1915 (b) of the Act. The purpose of the PASSE program is to organize and manage the delivery of services for certain Medicaid beneficiaries who have complex

behavioral health and intellectual and developmental disabilities service needs. The PASSE organization is responsible for the provision of comprehensive medically necessary services to eligible beneficiaries who are enrolled (assigned) to the PASSE. Beneficiaries identified to meet Tier 2 or Tier 3 determined by the Independent Assessment will be assigned to a PASSE.

- b. The Vendor **shall** adhere to the following three Tiers for Behavioral Health Beneficiaries:
 - i. Tier 1 indicates the score reflected that the individual could continue Counseling and Medication Management services but is not eligible for the additional array of services available in Tier 2 and Tier 3.
 - ii. Tier 2 indicates the score reflected difficulties with certain functional behaviors allowing eligibility for a full array of services to help the individual function in home and community settings and move toward recovery.
 - iii. Tier 3 indicates the score reflected greater difficulties with certain functional behaviors allowing behaviors allowing eligibility for a full array of services to help the individual function in home and community settings and move toward recovery.
 - iv. Tier 4 indicates the score reflected by complex care clients are those who have an existing Behavioral Health or Developmental Disabilities Independent Assessment with a Tier 2 or Tier3 designation and has been reviewed by DHS and identified as a PASSE member with complex needs and will receive an Independent Assessment to confirm the complex needs with a Tier 4 designation.
- c. The Vendor **shall** conduct the assessment, compile and present the results of the assessment, make an initial Tier Determination, and send DHS or its designee the results
- d. The Vendor **shall** provide written notice in a format approved by DHS to any Beneficiary whose Tier is lowered. Vendor **shall** send a copy of the Independent Assessment results, along with documentation regarding Appeal rights and other due process matters, to the individual.

M. DD/ID Specific Assessment Instrument Administration Requirements

1. Assessment Volume Estimates

Note: Volume estimates provided are strictly a courtesy to all potential Vendors and **must not** be considered as guarantees of future Contract volume.

- a. The estimated total number of assessments to be administered to DD/ID populations can be found in Section 2.1 Table 3.
 - i. Additionally, there are approximately 40 individuals per year receiving services in an HDC that choose to transition back to living in the community (i.e. shift to CES Waiver services) Those individuals **shall** also be referred to the Vendor for an assessment to assist in Tier Determination. Individuals already receiving services in an HDC **shall not** be referred to the Vendor for an assessment unless they choose to transition to CES Waiver services.

2. Reassessments

- a. The Vendor **shall** administer reassessments for the DD/ID population every three (3) years. The minimum reassessment schedule of once every three years **shall** be maintained. Reassessments **must** occur prior to the anniversary of the previous assessment.
- b. Individuals assessed upon entrance into an HDC are not required to be reassessed, unless at some point they choose to transition to living in the community as a home and community- based waiver Beneficiary. If the individual chooses to transition to living in the community as a home and community- based waiver client, the vendor **shall** administer assessments to those individuals per the requirements outlined in this RFP.

3. Emergency Assessments

- a. Emergency assessments (i.e., change in condition assessments) most often occur after either a sudden change in individual's biological situation (e.g., a physical, medical, or behavioral change) or their natural support situation (e.g., a parent or another caregiver passes away). The vendor **shall**

administer any emergency assessments and the administered emergency assessment **shall** restart the three-year reassessment cycle for an individual.

- b. The Vendor **shall** conduct all emergency assessments within twenty-four (24) hours of referral.
- c. The estimated total number of emergency assessments is 100 per year. If more Home and Community Based waiver slots are funded and approved, the estimated number of emergency assessments would likely increase. The vendor **shall** administer the additional assessments created due to additional waiver slots being funded and approved.

4. Assessment Scheduling Protocol

- a. Initial assessment: At Contract start, DHS or its designee will provide the Vendor with the names and contact information for each Beneficiary in need of an assessment. The Vendor **shall** work with DHS to establish an order or priority for the initial assessments that **shall** avoid disruption to the currently scheduled assessments.
- b. Additional Contract Term Referrals: Throughout life of the Contract, DHS or its designee may also send the information of an individual or a group of individuals (i.e., a referral) to the Vendor so that the Vendor may schedule an assessment with the individual(s). The Vendor **shall** work with DHS Waiver Services to establish a formal referral process.
 - i. For new individuals initiating Institutional Level of Care services (i.e., Beneficiaries initiating home and community-based waiver service and Beneficiaries starting to receive services in a public or private ICF, the Independent Assessment and Tier Determination **must** be completed and available to DHS within thirty (30) days of referral from DHS Waiver Services.
 - ii. Vendor **shall** send a complete copy of the Beneficiary's completed assessment, along with documentation regarding Appeal rights and other due process matters, to the individual, or, if applicable, their guardian.

5. Reassessment Scheduling Protocol and Notification Requirements

- a. The Vendor **shall** perform reassessments every 3 years. The reassessment referral will be provided 6 months in advance of the individual's due date.
- b. The Vendor **shall** send advance notification in a format approved by DHS of the upcoming reassessment to the Beneficiary prior to the reassessment.

6. Assessment Notification Requirements

- a. For initial assessment or any reassessment of a CES Waiver Beneficiary, the Vendor **shall** send a notification letter no less than thirty (30) days prior to the scheduled assessment.
- b. Initial Contact - The Vendor **shall** make at least three (3) attempts on three (3) separate calendar days, to contact the individual by telephone. After three unsuccessful attempts, the Vendor **shall** notify DHS that the individual could not be reached, and an assessment could not be scheduled or administered.
- c. New or corrected contact information - If, after three unsuccessful attempts, DHS or another entity provides additional or corrected contact information to the Vendor which allows the Vendor to successfully contact the individual, the Vendor **shall** have an additional ten (10) calendar days from the date the Vendor was able to successfully make contact to administer the assessment.
- d. Cessation of Contact Attempts - If the Vendor remains unable to contact the Beneficiary, or their parent/guardian, even after receiving additional contact information, the Vendor **shall** notify the DHS that the individual could not be reached.

7. Appeals and Administrative Hearings

- a. Vendor staff **must** participate, in the manner requested by DHS and at no cost to the State, in any Administrative Hearing process, legal proceeding or any form of formal dispute as a result of a Beneficiary Appeal regarding assessment results, Tier Determinations, the reduction or denial of services, or any other items as determined by DHS. The initial Administrative Hearing will be coordinated by DHS.

8. Tier System

The following represents the Tier system that DHS may use during the life of this Contract. The

results of the Assessment Instrument **shall** be utilized to make the final Tier Determination.

- a. Tier 2: Indicates that the score reflected difficulties with certain functional behaviors allowing eligibility for a full array of services to help the client function in home and community settings.
- b. Tier 3: Indicates that the score reflected greater difficulties with certain functional behaviors allowing eligibility for a full array of services to help the client function in home and community settings.
- c. Vendor **shall** only be responsible for making a Tier Determination of Tier 2 or Tier 3. Prior to DHS referring an individual to the Vendor for an assessment, DHS will have already made an initial eligibility determination that the individual meets the Institutional Level of Care criteria.
 - i. The Vendor **shall** provide written notice in a format approved by DHS to any Beneficiary whose Tier is lowered.

9. Additional Assessment and Tier Determination Requirements

- a. The Vendor **shall** provide the State with sufficient detail regarding assessments and Tier Determinations and any algorithms used in these processes in order for DHS to complete the promulgation of manuals or the creation of other publicly available documents that explain DHS processes and policies.
 - b. The Vendor **shall not** claim as proprietary any information necessary for the adjudication of a member's rights or due process.
- N. DHS may seek to include additional Populations, Assessments, and/or Tier Determinations in the Contract scope at a future date. The Vendor **shall** have the capability to support additional populations or Assessment Instruments, as needed.

2.5.2 ASSESSOR STAFFING AND ASSESSMENT REQUIREMENTS

- A. The Vendor **shall** provide a sufficient number of qualified staff necessary to conduct the State's Independent Assessments and Tier Determinations for each of the populations as specified in this RFP.
- B. The Vendor **shall** provide services through Telehealth technologies upon request by DHS.
- C. The Vendor **shall** meet all applicable Arkansas and Federal laws, rules, and regulations regarding implementing and administering assessments for Beneficiaries described in the RFP.
- D. The Vendor **shall** develop and maintain transparent, documented procedures for completing all assessments required by the RFP.
- E. The Vendor **shall** provide staff meeting without limitation the following requirements:
 1. General Staffing Requirements and Staff Qualification Requirements
 - a. The Vendor **shall** conduct its own training and **shall** ensure that each assessor is fully equipped and trained to administer the Assessment Instrument that he/she is assigned.
 - b. The Vendor **shall** recognize that each Assessment Instrument utilized by the State under this Contract may have distinct assessor qualification requirements for the successful administration of the assessment.
 - c. Any assessor qualification requirements of an Assessment Instrument **shall** be in addition to any staffing or staff qualification requirements listed in this RFP.
 - d. The Vendor **shall** ensure that all of its assessment staff working under this Contract **shall** meet the minimum qualifications listed in this RFP.
 - e. The State **shall** have the absolute right to approve or disapprove of the Vendor's and any of its subcontractor's staff, and to require the removal or reassignment of any Vendor's employee or subcontractor personnel found unacceptable to the State for work under this Contract. The replacement staff member **shall** have equal or greater qualifications than the staff member being replaced. The replacement of any vendor's staff **shall** be done in such a way that does not interfere with daily operations.

- f. The Vendor **shall** maintain all files for all assessments for ten (10) years from the date of initial service or until all audits, reviews, appeals, hearings, investigations or administrative or judicial litigation to which the records may relate are finally concluded, whichever period is later.
- g. The Vendor **shall** maintain the capacity to provide consultation to assessors regarding clinical issues that may arise during the assessment and screening processes.

2. Additional Requirements for Clinical Staff

- a. The Vendor **shall** hire or contract with Arkansas licensed clinicians to provide clinical consultation and supervision of assessors.
- b. The Vendor **shall** guarantee assessor telephone access to clinical expertise from licensed clinicians during the Vendor's operating hours, but at least from 8 am – 6 pm on weekdays.
- c. The Vendor **shall** hire or contract with a board eligible or board-certified physician to provide clinical and medical consultation to assessors.
 - i. A physician board certified in psychiatry **must** be available for consultation by assessors for matters related to Behavioral Health and Complex Care assessments and Tier Determinations.
- d. All Clinical staff hired by the Vendor **shall** maintain the appropriate State of Arkansas licensure, proof of which **shall** be furnished to the State upon request.

3. General Qualifications for Assessors

- a. Have at least one (1) year of experience working directly with the population with whom they will be administering the assessment (e.g., individuals with intellectual and developmental disabilities, individuals with mental and/or behavioral health conditions, individuals with physical disabilities, and/or the elderly).
- b. Have the ability to request and verify information from individuals being assessed.
- c. Be culturally sensitive to individuals whose support needs are being assessed.
- d. Have the necessary knowledge, skills and abilities to successfully perform and manage Independent Assessments which **shall** include skillsets in organization; time management; ability to address difficult questions and problematic individuals; effective communication; and knowledge of adult learning strategies.
- e. Be linguistically competent in the Beneficiary's primary language or in American Sign Language or with the assistance of non-verbal forms of communication including assistive technology and other auxiliary aids, as appropriate to the individual being assessed. If the Vendor is unable to hire linguistically competent staff for a specific language, the Vendor **shall** train staff to use telephonic interpreter services or other equivalent means to conduct assessments.
 - i. The primary languages of the Beneficiaries are English and Spanish.
- f. Verify the information received from the Beneficiary and the Beneficiary's family members, caregivers, and/or guardians by cross-referencing all available information.
- g. The staff member administering the assessment **shall not** be related by blood or marriage to the individual or to any paid caregiver of the individual, financially responsible for the individual, empowered to make financial or health-related decision of behalf of the individual, and would not benefit financially from the provision of assessed needs.

4. Elderly, Aging, and Physically Disabled population Staffing Requirements

- a. The Vendor **must** utilize registered nurses licensed in the State of Arkansas to administer all Aging Waiver and Personal Care assessments.

5. Behavioral Health

- a. The Vendor **must** utilize staff who have a four-year Bachelor's degree with one year of mental health experience or registered nurses with one year of mental health experience to administer all Behavioral Health and Complex Care assessments.

6. DD/ID Staffing Requirements

- a. At a minimum, assessors **must** have at least two (2) years' experience with the developmental/intellectually disabled population and **must** meet any additional requirements of a Qualified Developmental Disability Professional (QDDP).
- b. Assessors **shall** meet the standard of most highly qualified as defined by the MnCHOICES that has been customized for Arkansas.
- c. The Vendor **must** provide documentation of assessor qualifications to DHS in the format designated by DHS.
- d. The Vendor **must** assure that all relevant training and/or certification required for use of instrument be maintained throughout the life of this Contract.

7. Complex Care Staffing Requirements

The Vendor must utilize staff who have a four-year bachelor's degree with one year of mental health experience or registered nurses with one year of mental health experience to administer Behavioral Health and Complex Care assessments.

2.5.3 INFORMATION TECHNOLOGY PLATFORM AND SERVICES REQUIREMENTS

A. Information Technology Platform General Requirements

1. The Vendor **shall** provide and implement an information technology (IT) platform for the management and administration of the Independent Assessment instruments, and Tier Determinations for the Beneficiaries defined in this RFP.
2. The IT Platform **must** be capable of allowing State staff and Vendor staff to complete, record, and store the assessments, and Tier Determinations and transmit results to DHS or a DHS designee.
3. The Vendor **shall** be responsible for implementing a system that is compliant with all applicable Federal and State requirements.
4. The IT Platform **must** have the ability to interact and exchange data electronically with State or the State's designee.
5. The IT Platform **must** be a singular platform for all Assessment Instruments procured by the State through this RFP or **must** be currently in use by the State and **must** be equally accessible to DHS.
6. The IT Platform **must** support the Assessment Instruments.
7. The IT Platform **shall** be able to simultaneously host all of the instruments. The Vendor's staff **shall** be able to modify the IT Platform in the event the State makes changes to the formatting or questioning of a specific instrument and/or the inclusion of additional Assessment Instruments. The Vendor **shall** ensure that if the State changes the instrument it uses, the process **shall** be completed with relative technical ease.
8. The Vendor **shall** have on staff a clinical liaison to help support IT implementation of the Assessment Instruments and Tier Determinations. The Vendor **shall** ensure that no aspects of the IT Platform **shall** negatively impact Beneficiary services.
9. The IT Platform **must**, at the request of DHS, interface with Arkansas Medicaid Management Information System (MMIS), Arkansas Comprehensive Child Welfare Information System (ARFOCUS), the Arkansas Integrated Eligibility System (ARIES), and a 3rd Party Referral System.
10. The IT Platform must provide customizable reporting.

B. Referral Functionality and Features

1. The Vendor **shall** develop, implement, and use technology that **shall** allow the Vendor to receive referrals from the State or its designee and to schedule appointments based upon the referrals.
2. The Vendor **shall** have referral Intake and scheduling mechanism that abides by the following requirements:
 - a. Receive secure electronic referrals from the State's or State's designee's IT systems for Beneficiaries in need of an assessment. The specific list of the State's or State's designee's IT systems will be finalized during contract implementation. The referrals will include:

- i. Contact information for the Beneficiary, including but not limited to: address, phone number, and email (if available).
 - ii. Contact information for known family members, guardians, and/or caregivers
 - iii. Beneficiary's eligibility information
 - iv. Other key data as determined by the State and Vendor
- b. Receive secure electronic referrals in daily batches and receives secure electronic emergency referrals on an ad-hoc basis.
 - i. Has the functionality to receive paper or secure email referrals from the State and upload the referrals to the Vendor's IT Platform.
 - ii. The ability to automatically schedule an assessment based on a pre-approved calendar and issue reminders of scheduled assessments.
 - iii. House a calendaring database for all Beneficiaries and which **shall** be accessible by DHS staff to display the following:
 - Assessment Notices
 - Reassessment Notices
 - Scheduled Assessments
 - Scheduled Reassessments

C. IT Platform Functionality and Features for Assessment Instruments

1. The IT Platform **shall** use technology that allows for secure, web-based, state-wide submission of assessment results as they are completed in the field. The Vendor's IT Platform **shall** meet the following functionality requirements:
 - a. Allow assessments to be electronically submitted to the IT Platform twenty-four (24) hours per day, seven (7) days per week.
 - b. Allow assessments to be completed electronically on tablets or laptops.
 - c. Allow assessments to be completed using an offline tablet or laptop in areas of the State with limited internet access.
 - d. Allow for assessments completed offline to be automatically uploaded to the Vendor's IT Platform when internet connectivity becomes available.
 - e. Mobile application **shall** support Microsoft Windows, Apple IOS and Android operating systems.
 - f. IT Platform web browser access **shall** be compatible with manufacturer supported versions of Microsoft Internet Explorer, Microsoft Edge, Mozilla Firefox, Google Chrome and Apple Safari.
 - g. Include an automated workflow process that routes assessment results to the appropriate reviewer, if necessary, and assigns a Tier Determination.
 - h. Provide for exception handling and manual over-ride of assessments by Vendor staff.
 - i. Provides a path to allow paper assessments to be uploaded and routed by Vendor staff in the event of technological failures.
 - j. Provides a time, date, and user stamp for all events.
 - k. Has user/role based access to ensure privacy and security. The Vendor should propose various user/role access levels for DHS's review and ultimate acceptance during contract implementation.
 - l. Allow users with the proper access level among DHS staff and Vendor staff to view the status of an Assessment from referral through Tier Determination from referral through completion.
 - m. Host a database containing the IA Beneficiary Information.
 - n. Allow for assessments for certain populations, to be completed virtually, utilizing a video component.
 - i. The database **shall** be able to be queried by users with the proper access level among DHS staff and Vendor staff to develop reports including but not limited to the following:

- Timeliness of assessments and Tier Determinations
- Scheduled and completed appointments
- Demographics of individuals receiving assessments and Tier Determinations

- ii. DHS staff users with the proper access level **shall** be able to conduct customizable queries, export data and run reports on Beneficiary information in real-time.

D. IT Platform Functionality and Features for Tier Determination

1. The Vendor **shall** implement, and utilize a Tier Determination process based on assessment results according to each program's Tier standards as described in this RFP. The IT Platform **shall** support Tier Determinations and **shall**:
 - a. Be developed and implemented based upon each program's Tier standards and policies as described in this RFP or as determined by DHS should future needs or regulations require updates or changes.
 - b. Be developed in collaboration with State staff and State policy.
 - c. Provide the means for DHS staff users with the proper access level to query and display other relevant health information.
 - d. Be automated based upon the scientifically derived algorithms developed by the Vendor.
 - e. Time, date, and user stamp all events.
 - f. Provide user/role-based access to ensure privacy and security. The Vendor should propose various user/role access levels for DHS's review and ultimate acceptance during contract implementation.
 - g. Be modifiable by Vendor in the event of future policy changes, modifications or changes in Assessment Instruments and Tiers, or other future events.

E. IT Platform Functionality and Features for Appeals and Grievances

1. The Vendor **shall** host an IT platform for, and database of, Appeals and Grievances of the results of an Independent Assessment, and Tier Determination which **shall** be accessible for viewing by DHS staff users and the proper access level.
2. The IT Platform **shall** receive and track the status of all Appeals and Grievances made by a Beneficiary. The process for receipt of Appeals will be determined by DHS during contract implementation. All Appeal information **shall** be accessible for viewing by DHS staff users with the proper access level.
3. The Vendor's IT Platform **must** have an average monthly uptime of 99.8%, except for planned down-times approved by the State's Contract Monitor in writing.

F. The Vendor **shall** provide the following additional features:

1. The IT Platform **must** have the capability to directly interface with the Arkansas Medicaid Management Information System (MMIS), any state-contracted Vendor conducting utilization management or review on DHS' behalf, and **must** support direct electronic interaction with DHS's systems. The specific list of the State's IT systems will be finalized during contract implementation.
2. Provide for varying levels of access based on role for Vendor and State staff. The Vendor should propose various user/role access levels for DHS's review and ultimate acceptance during contract implementation.
3. Ability for DHS staff users with the proper access level to access, view, extract and download data at any time during the Contract period, including the dump of database data or customizable reports upon request.
4. Provide database schema, table layouts, primary key designation, foreign key relationships, data dictionaries, security implementation model(s), and support for change control on database changes, and field and table changes upon request.
5. Allow batch data transfer or extract, transfer and load (ETL) to DHS's enterprise data warehouse for use in cross longitudinal reporting. The specific list of the State's or data warehouse system will be finalized during contract implementation.
6. Provide and hand-over all data and work product in State's desired non-proprietary format, decided by DHS, at end of the Contract period.

7. The Vendor shall work cooperatively with DHS and incumbent contractor to extract and load the State's data into the IT Platform.
8. Provide for adaptability throughout the term of Contract for any changes DHS may need to make to the IT Platform in the future.
9. Complete address validation prior to any communication with Beneficiaries and Providers.

G. Other Minimum Support Requirements

1. Technical Assistance, Troubleshooting, and Help Desk
 - a. The Vendor **shall** provide an administrative toll-free telephone number that **shall** enable Vendor staff in the field, DHS staff, and staff of other DHS vendors to reach the IT support staff from 8:00 am to 6:00 pm CT on Business Days.
 - b. IT support staff **shall** be trained and available to resolve issues including but not limited to user questions regarding:
 - i. Referrals
 - ii. Assessment Instruments
 - iii. Field technology (e.g. laptops, tablets) utilized to complete assessments
 - iv. Connectivity with State systems
 - v. Data queries.
2. Physical Presence in Little Rock
 - a. Vendor IT support staff shall be available to be on-site if needed, in various State offices in Little Rock, Arkansas from 8:00 am - 4:30 pm CT on State Business Days within four hours of request.

H. IT Quality Assurance

1. Vendor shall develop methods and algorithms to identify incomplete assessments, logical errors within assessments, logical errors across assessments, logical errors related to Tier Determinations, and unusual frequencies
2. The outputs of the methods and algorithms **shall** be utilized to inform the Vendor about necessary IT upgrades as well as training needs. The Vendor **shall** notify DHS immediately if any of its methods or algorithms identifies a need for upgrades or training.
3. Common items related to incomplete assessments, logical errors within assessments, logical errors across assessments, logical errors related to Tier Determinations, and unusual frequencies **shall** be reported to the Contract Monitor on a monthly basis and in a method and format as approved by DHS.

I. System Updates and Changes

1. System updates or changes required that result from a determination by the vendor or the Contract Monitor that a deficiency exists within the vendors system shall be performed by the vendor as requested by the Contract Monitor and shall be completed by a deadline determined by DHS.
2. Changes, corrections, or enhancements to the system shall be characterized as a system improvement.
3. These changes may result from a determination by the Vendor or the Contract Monitor when a deficiency exists within the Vendor's system.
4. Should the Vendor believe the changes, corrections, or enhancements are needed to the system, the Contract Monitor **must** be advised of the changes, corrections, or enhancements and **must** approve before implementation.

J. Privacy and Security Incidents and Reporting

1. System Security and Privacy Management Plan

The Vendor will develop and submit the System Security and Privacy Management Plan. The purpose of the System Security Management Plan is to capture and establish the approach to the System's adherence to privacy, confidentiality, and security standards. The State expects the Vendor to use the Minimum Acceptable Risk Standards for Exchanges (MARS-E or ARC-AMPE) SSP template and follow

the quarterly Plan of Action & Milestones (POAM) process. The plan will also include an overview of the risk scenarios and the approach to known risk threats and known vulnerabilities. It will provide the security architecture, processes, and controls to meet State and Federal standards (including but not limited to firewalls, zoning, encryptions, intrusion prevention, hardening, remote access, logging). DHS expects for all data to be encrypted using the latest/supported technology protocols, whether at rest/stored, in flight/transit, or communicated and/or accessed in any way. In addition, it will include the Vendor's plan to ensure confidentiality and privacy standards are met. The plan shall include, at a minimum:

- a. The technical approach to address and satisfy the following:
 - Network security controls
 - Perimeter security
 - System security and data sensitivity classification
 - Penetration testing
 - Intrusion management
 - Monitoring and reporting
 - Host hardening
 - Remote access
 - Encryption
 - Integration and Statewide active directory services
 - Interface security
 - Security test procedures
 - Managing network security devices
 - Security patch management and remediation
 - Secure communications over the Internet
 - Logging
- b. Detailed diagrams depicting all security-related devices, subsystems, and their relationships
- c. All programmatic privacy and security controls
- d. The details of Security, Privacy, and Consent Management
- e. Approach to maximizing sharing of data (provided from any external source) while complying with all appropriate rules, regulations, and policies
- f. User roles, security permissions, and administrative functions
- g. Confirmation that the Security Plan aligns with the most current version of MARS-E (2.2) or ARC-AMPE
- h. Plan to maintain all confidentiality safeguards
- i. Plan to adhere to all privacy requirements for different data elements
- j. Any other relevant protocols or details to ensure privacy, confidentiality, and security standards are met

2. Roles and responsibilities to be performed by the Vendor and by the State

DHS requires Minimum Acceptable Risk Standards for Exchanges (MARS-E 2.2) compliance standards for privacy and security for all Medicaid Systems. MARS-E 2.2 is a set of privacy and security standards for Affordable Care Act (ACA) administering entities, as well as their contractors and subcontractors. Developed by CMS, the standards are based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. This framework establishes the security and privacy requirements required for compliance under MARS-E, ensuring the availability, confidentiality, and integrity of protected health information (PHI), personally identifiable information (PII), and federal tax information (FTI).

The Contractor shall ensure and maintain compliance with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) and other Federal and State privacy and security standards.

Vendor must implement procedures to review records of information system activity, such as audit logs, access reports, and security incident tracking reports, on a frequency determined by the State.

Vendor must conduct a weekly security meeting with DHS CISO, Privacy, Vendor's team, operations, and others as define to update, plan, and determine remediation strategy for all findings/incidents.

Vendor must develop and document a process for Third Party Penetration testing that has been reviewed and approved by the State. This testing must be completed at least annually, and the raw results and final reports must be provided to the State.

3. A security incident shall be defined as results or incidents from intentional or unintentional actions and may include loss and/or theft of computer media, introduction of malicious code, unauthorized attempts to gain access to information, or failed performance of the system security function. A privacy incident shall be defined as Privacy Incident: a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access to confidential information, including but not limited to, Personal Identifying Information (PII) and Protected Health Information (PHI). The Contractor must report incidents within twenty-four (24) hours of occurrence. Incidents should be submitted to DHS.IT.Security.Team@dhs.arkansas.gov.
4. The Contractor shall establish and maintain incident management responsibilities and procedures to ensure a quick, effective, and orderly response to security incidents. Procedures shall cover all potential types of security incidents, including the following:
 - a. Discovered viral infection
 - b. Discovered malicious code e.g., viruses, trap doors, logic bombs, worms, and Trojan horses
 - c. Uncovered hacker activity
 - d. Discovered system vulnerabilities
 - e. Unauthorized attempt, successful or unsuccessful, to access the EBT System
 - f. Deviation from security policy
 - g. Other unusual activities
 - h. In addition to normal contingency plans (designed to recover systems or services as quickly as possible), the procedures shall also cover the following:
 - i. Analysis and identification of the cause of the incident
 - ii. Planning and implementation of remedies to prevent recurrence, if necessary
 - iii. Collection of audit trails and similar evidence
 - iv. Communication with those affected by or involved with recovery from the incident
 - v. Report of the action to DHS Security and the DHS Privacy Office.

K. On-site security requirements

1. To the extent any Vendor or Subcontractor employees are required to provide services on site at any State facility, if requested, the Vendor **shall** be required to provide and complete all necessary paperwork for security access to sign on at the State's site.
2. If requested, this shall include conducting and providing to the State and DHS Federal criminal background checks, including fingerprinting, for each individual performing services on site at a State facility
3. These checks may be performed by a public or private entity, and if required shall be provided by the Vendor to DHS prior to the employee's providing on-site services.
4. DHS **shall** have the right to refuse to allow any individual employee to work on State premises, based upon information provided in a background check. At all times, at any facility, the Vendor's personnel **shall** ensure cooperation with State site requirements.
5. Per the discretion of DHS, the Vendor or Subcontractor employees or agents who enter the premises of a facility under DHS or State jurisdiction shall be searched, fingerprinted (for the purpose of a criminal history background check), photographed, and required to wear an identification card issued by DHS.

6. The Vendor, its employees and agents, and Subcontractor employees and agents, shall not violate Department of Human Services Policy 1002 or other State security regulations or policies about which they may be informed from time to time.
7. The failure of any of the Vendor's or Subcontractor's employees or agents to comply with any security provision of the Contract shall be sufficient grounds for the Department to terminate for default.

L. Disaster Recovery and Business Continuity

1. Disaster Recovery And Business Continuity and Contingency Plan (DR-BCCP)

The Vendor will submit a Disaster Recovery and Business Continuity and Contingency Plan (DR-BCCP) for the technology and infrastructure components, as well as for the business area operations continuity and contingency plan. The Vendor, together with State, must affirm the DR-BCCP plan, the essential roles, responsibilities, and coordination efforts for those portions of the technical infrastructure and operations as deemed appropriate.

The Vendor shall address a wide range of infrastructure and services recovery responsibility associated with, and/or arising from, partial loss of a function or of data for a brief amount of time to a worst-case scenario in which a man-made or natural disaster, data center equipment or infrastructure failure, or total system failure may result. The plan must include a procedure to allow facility access in support of restoration of lost data and to support emergency mode operations in the event of an emergency. Additionally, access control will include procedures for emergency access to electronic information. The system must be protected against hardware and software failures, human error, natural disasters, and other emergencies that could interrupt services. The plan must address recovery of business functions, business units, business processes, human resources, and the technology infrastructure.

2. The DR-BCCP must include:

- a. Identification of the core business processes involved
- b. Documentation of "who" shall declare a "disaster or failover" and begin the DR-BCCP
- c. Distribution lists with email and telephone numbers for immediate contact
- d. Pre-approved language to notify stakeholders and the method of notification (e.g., DHS website, Provider web portal, helpdesks)
- e. For each core business process:
 - i. Identification of potential system failures for the process
 - ii. Risk analysis
 - iii. Impact analysis
 - iv. Definition of minimum acceptable levels of outputs
- f. Documentation of contingency plans
- g. Definition of triggers for activating contingency plans
- h. Process to establish a war room and business resumption team
- i. Maintenance of updated Disaster Recovery Plans and procedures
- j. Plan for replacement of personnel to include the following as a minimum:
 - i. Replacement in the event of loss of personnel before or after signing this contract
 - ii. Replacement in the event of inability by personnel to meet performance standards
 - iii. Allocation of additional resources in the event of the Contractor's inability to meet performance standards
 - iv. Replacement/addition of personnel with specific qualifications
 - v. Timeframes necessary for replacement
 - vi. Contractor's capability of providing replacements/additions with comparable experience
 - vii. Methods for ensuring timely productivity from replacements/additions

3. The Disaster Recovery Plan must address:

- a. Retention and storage of backup files and software
- b. Hardware backup for critical system components

- c. Facility backup
 - d. Backup for telecommunications links and networks
 - e. Staffing plan
 - f. Backup procedures and support to accommodate the loss of online communications
 - g. Process for fall back to the primary system
 - h. A detailed file backup plan and procedures, including the offsite storage of crucial transaction and master files; the plan and procedures must include a detailed frequency schedule for backing up critical files and (if appropriate to the backup media) their rotation to an offsite storage facility. The offsite storage facility must provide security of the data stored there, including protections against unauthorized access or disclosure of the information, fire, sabotage, and environmental considerations
 - i. The maintenance of current system documentation and source program libraries at an offsite location
4. The Disaster Recovery Plan and results of periodic disaster readiness simulations must be available for review by State or Federal officials on request.
5. By the time of Readiness Review, the Vendor shall provide to the Contract Monitor a Disaster Recovery Plan for the IT Platform.
6. The Plan must include backup and recovery procedures which will allow recovery of the system and all assessment and screening data and referrals up to the moment of the disaster and successfully resume data collection within twenty-four (24) hours of any disaster.
7. The Disaster Recovery Plan shall include:
- a. Plan Objectives
 - b. What situations and conditions are covered by the Plan
 - c. Technical considerations
 - d. Roles and responsibilities of Vendor staff
 - e. How and when to notify the Contract Monitor
 - f. Recovery procedures
 - g. Procedures for deactivating the Disaster Recovery Plan

M. Technology Training

1. The Vendor **shall** provide in-person and web-based training to teach State staff how to access, navigate, and use the IT Platform that supports the assessments, and Tier Determinations. The training approach shall include, at a minimum, the following tasks:
 - a. Developing (in cooperation with the State) and executing a Knowledge Transfer and Training Plan that describes the approach for bringing managers, users at all levels of access, and technical personnel to an appropriate level of understanding of the platform.
 - b. Providing training to State users that **shall** include system features, business processes, reporting, and system navigation
 - c. Developing course curriculum for use by trainers.
 - d. Conducting detailed train-the-trainer workshops that shall prepare state trainers for training others.
 - e. Providing end-user training documentation in written manuals, and online.
2. After the Go-live date, the Vendor shall continue the aforementioned training tasks when the following occur:
 - a. When new Vendor and/or State staff come onboard, not to exceed two weeks after onboard date
 - b. When there are updates or changes to features of the IT Platform; and
 - c. When items of concern are identified by the Vendor's or State's quality assurance processes.

2.5.4 BENEFICIARY AND PROVIDER TRAINING AND SUPPORT SERVICES REQUIREMENTS

- A. The Vendor **shall** develop education materials and engage with providers and DHS and Division Staff to support the provider community and State staff during these changes in Assessment Instruments and service delivery, and impacted policies regarding how providers bill for services.
1. The Vendor shall provide training for State and Vendor staff on the Assessment Instruments, and Tier Determination processes including utilization of the IT Platform.
 2. The Vendor shall provide continuous education and training for affected stakeholders, especially certain Arkansas Medicaid Providers and DHS staff before, during, and after implementation.
 3. Providers shall include Medicaid providers offering services to the Beneficiaries included in this RFP, but, if required by DHS, shall also include school staff, daycare staff, provider advocacy and professional groups, and other related parties identified by DHS.
 4. Provider estimates can be found in Section 2.1 Table 3. Note: Volume estimates provided are strictly a courtesy to all potential Vendors and must not be considered as guarantees of future Contract volume.
 5. The following learning objectives shall be met:
 - a. The Vendor shall address the following learning objectives in its curriculum development and subsequent training materials for the provider community:
 - i. Assessment Instrument Background
 - ii. Assessment Instrument Administration and Outputs
 - iii. Program Tier Requirements
 - iv. Billing Management Processes
 - b. The Vendor shall address the following learning objectives in its curriculum development and subsequent training material for DHS staff:
 - i. Interfacing with the Assessment IT Platform as described in this RFP
 - ii. Assessment Instrument background
 - iii. Assessment results to Tier Determination processes
 - iv. Assessment administration and outputs
 6. The Vendor **shall** provide the following education and training services for Providers (e.g., in-person regional trainings, on-site coaching, live webinars, recorded trainings, compendium of resources (i.e., website), train the trainer).
 - a. In-person regional trainings
 - i. The Vendor **shall** track the providers that attend at least one (1) training session per year. Sign in sheets and evaluations of the training provided by the Vendor shall be utilized by the Vendor and the Vendor shall adequately report this information back to each Division annually in a method and format as approved by DHS.
 - ii. The Vendor should propose a system of geographical regions for the purposes of the in-person trainings.
 - iii. The Vendor shall conduct in-person regional trainings for the duration of the Contract.
 - iv. The Vendor shall, upon DHS approval of content language, send an email notification to the provider community alerting them that an in-person regional training has been scheduled. The Vendor shall send the email notification 60-days in advance of the training. The Vendor shall send a follow-up notification thirty (30) days prior to the training.
 - v. The Vendor shall provide in-person regional trainings in each of the regions.
 - vi. In each region of the State, an in-person regional training shall be scheduled each month for the first quarter after the Go Live Date. After the first quarter, in-person regional trainings shall be conducted once per quarter.
 - b. On-site coaching

- i. The Vendor **shall** provide on-site coaching to providers in each of the programs. The trainings shall include a detailed walk-through of any new assessment processes, a review of the training manual, and a question-and-answer session. The Vendor shall offer on-site coaching for each member of the provider community.
- ii. The Vendor **shall** schedule on-site coaching solely based on provider request. All on-site coaching sessions requested by a provider or stakeholder must be scheduled and completed within 14 days of receipt of request. The Vendor **shall** disseminate information regarding the availability, content and format of such on-site coaching and provide contact information to facilitate the providers' requests for on-site coaching.
- iii. The Vendor **shall** provide on-site coaching sessions at the request of the provider, or as requested by DHS.

B. Beneficiary and Provider Services Call Center

The Vendor **shall** provide a Call Center and associated staffing to support Beneficiary and Provider services, including without limitation scheduling assessments and addressing Beneficiaries and Providers questions. The Call Center **must** at a minimum:

1. Operate, monitor, and support an Automated Distribution Call (ADC) system, also called a Call Center.
2. Be available 8:00 a.m. – 7:00 p.m. Central Standard Time, Monday-Friday exclusive of state holidays.
3. Effectively Service approximately 9,200 calls per month meeting all State Service Levels.
4. Service eighty percent (80%) of all calls answered by a call center representative within forty-five (45) seconds.
5. Limit the number of busy signals to five percent (5%) or less of total incoming calls.
6. Limit the wait time in queue to forty-five (45 seconds) or less for eighty percent (80%) of the incoming calls.
7. Answer ninety-five (95%) of all calls by a call center representative within four (4) minutes.
8. Limit the abandoned call rate to three percent (3%) or less for any month.
9. Return all calls requiring a call back to the Beneficiary or Provider within one (1) business day of receipt.
10. Return calls received during non-business hours by beneficiaries, providers and stakeholders on the next business day.
11. Handle Enrolled Member complaints.
12. Specific service requirements for the Call Center shall include:
 - a. Operating a toll-free, HIPAA-compliant, ADC center for Enrolled Beneficiaries and Providers, either separately or combined.
 - The Call Center must be able to accommodate all calls, including those requiring the use of interpreter services for the hearing impaired or for callers that have limited English proficiency.
 - Beneficiaries shall not be charged a fee for translator or interpreter services.
 - b. Ensuring an adequate number of adequately trained staff to operate the Call Center. All staff shall be responsive, courteous, and accurate when responding to calls.
 - c. Having the technological capability to allow for monitoring and auditing of calls, both by the Vendor and designated DHS personnel, for quality, accuracy, and professionalism.
 - d. Having an electronic system that allows Call Center staff to document calls in sufficient detail for reference, tracking, and analysis. The documentation system must contain sufficient flexibility and reportable data fields to accommodate production and ad hoc reports.
 - e. The system must also have reportable fields to accommodate production and ad hoc reports. The system must also have reportable fields to accurately capture the type (inquiry or complaint), date, and subject of each call.
 - f. Having an executed and tested Call Center Disaster Recovery Plan approved by DHS by the time of Readiness Review for providing Call Center services in the event the primary Call Center facilities are unable to function in their normal capacity.

- g. Relinquishing ownership of the toll-free numbers upon Contract termination, at which time DHS shall take title to these telephone numbers.
- 13. During the Readiness Review, the Vendor shall demonstrate for DHS approval that all hardware, software, and staff necessary to administer the Call Center are available and operational.
- 14. DHS will approve or require corrective action, as necessary. All corrective action must be completed by the Contract Go-Live, unless otherwise specified, in writing, by DHS.
- 15. During the Contract term, the Vendor shall:
 - a. After the Go-Live date, report the following information to the Contract Manager weekly for months 1-3; monthly for months 4-12; and quarterly, no later than fifteen (15) days after the end of each quarter of the Contract Year, by a method and format approved by the Contract Manager, for the duration of the Contract Term;
 - i. Total call volume.
 - ii. Percentage of calls answered.
 - iii. Percentage of calls answered that were on hold, in 30 second increments.
 - iv. Percentage of calls abandoned.
 - v. Number of busy signals.
 - vi. Average speed of answer.
 - vii. Average hold time before answer.
 - viii. Average time before abandonment.
 - ix. Average length of call.
 - x. Type and subject of call by volume.
 - xi. Percentage of calls answered within 3 rings or 15 seconds.
 - xii. Percentage of calls on hold for 2 minutes or less.
 - b. DHS shall have the right to amend the above list and reporting schedule at any time during the contract term.
 - c. DHS shall have the right to request ad-hoc reports as needed.

2.5.5 KEY PERSONNEL AND OTHER STAFFING SERVICES REQUIREMENTS

A. The Vendor must provide the following key personnel:

- 1. A full-time administrator (Project Director) that shall be dedicated 100% to this Contract.
 - a. A full-time administrator (Project Director) **shall** be specifically responsible for the coordination and operation of all aspects of the Contract. This person **shall** be at the Vendor's officer level and must be approved by the Contract Monitor, including upon replacement.
 - b. The Project Director **shall** have experience directing a project similar in scope and size as the project described in this RFP.
 - c. The Project Director **shall** meet with DHS on a regular basis in Little Rock, Arkansas during implementation and on a periodic basis thereafter. The frequency and dates of meetings **shall** be determined by DHS during contract negotiations, during implementation, and/or throughout the contract term.
- 2. A full-time Project Manager that **shall** be dedicated 100% to this Contract.
 - a. The Project Manager **shall** be specifically responsible for coordinating the implementation and operations of the items required in the Contract.
 - b. The Project Manager **shall** have experience implementing a project of similar scope and size as the project described in this RFP.
 - c. The Project Manager **shall** have experience coordinating subcontractor staff if the Vendor proposes to use subcontractors.
 - d. The Project Manager **shall** be located in Little Rock, Arkansas 50% of the time during State business hours.

B. Performance of Key Personnel

1. Continuous performance of Key Personnel: Unless substitution is approved by the Contract Monitor, Key Personnel shall be the same people as referenced in the Vendor's proposal.
2. Key Personnel shall perform continuously for the Contract Term, or such lesser duration as specified in the Technical Proposal Packet.
3. Substitution of Key Personnel
 - a. Key Personnel **shall not** be removed by the Vendor from working under this Contract without prior written approval by the Contract Monitor.
 - i. The Vendor **shall** submit a substitution request at least fifteen (15) days prior the intended date of change or as soon as the Vendor is given notice by the Key Personnel, in the event the Vendor learns of a vacancy with less than fifteen (15) days' notice.
 - b. In the event of a vacancy in a Key Personnel position, the Vendor shall fill the position within thirty (30) days of the vacancy occurring.
 - i. The Vendor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitution of Key Personnel has the qualifications that shall be at least equal to those of the Key Personnel for whom the replacement is requested.
 - ii. The Vendor shall provide the Contract Monitor with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request.
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor.
 - The official resume of the current personnel for comparison purposes
 - Evidence of any required credentials.
 - iii. The Contract Monitor shall have the right to require additional information concerning the proposed substitution.
 - iv. The Contract Monitor or other appropriate State personnel involved with the Contract shall have the right to interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
 - v. The Contract Monitor will notify the Vendor in writing of:
 - The acceptance or denial, or
 - Contingent or temporary approval for a specified time limit, of the requested substitution.
 - vi. The Contract Monitor will not unreasonably withhold approval of a requested key personnel replacement.
 - c. In the event of a change in Key Personnel, the Vendor shall ensure a complete transfer of information and strive for seamless transition.
- C. The Vendor must provide staff and staffing qualifications that meet the following:
 - a. Adequate Staffing Levels
 - i. The Vendor shall provide an adequate number of appropriately qualified and trained personnel that are employed to provide the services required under the Contract while meeting the draft Performance Standards.
- D. The Vendor must deliver a Staffing Plan that adheres to the following:
 1. The Vendor **shall** ensure that all persons, whether they are employees, agents, Subcontractors, Providers, or anyone acting for or on behalf of the Contractor, are legally authorized to render services under applicable Arkansas law and/or regulations.
 2. The Vendor shall not have an employment, consulting, or any other agreement with a person that has been debarred or suspended by any federal or State agency for the provision of items or services related to the entity's contractual obligation with the State.

3. Should there be any updates in the vendor's staffing plan from the staffing plan submitted in the Vendor's proposal, the updated staffing plan must be submitted to the Contract Monitor thirty (30) days after Contract Commencement showing the number and type of staff resources to be assigned this project.
4. The staffing plan shall:
 - a. Include the roles, qualifications, and number of staff persons for the positions the Vendor intends to fill.
 - b. Include and identify all Subcontractors and their proposed function.
 - c. Provide for geographical coverage of the State of the Arkansas.
 - d. Identify any known changes throughout the term of the Contract (i.e. Project Manager expected to change in year 3 of Contract).
 - e. Confirm that all Vendor and subcontractor staff assigned to the project shall be located within the United States for the duration of the Contract.
 - f. Identify aggregate full-time equivalent projections and the assumptions used to generate those projections.
5. If the Contract necessitates lower staffing levels, the Vendor may request the Contract Monitor to approve a modified staffing plan. The Contract Monitor must approve of any modified staffing plan proposed by the vendor.
6. At all time during the contract, Vendor shall at all times maintain staffing levels at 90 percent of its proposed staffing plan set forth in its Technical Proposal Packet or its modified staffing plan as approved by the Contract Monitor.
7. The staffing for the plan covered by this RFP must be capable of fulfilling the requirements of this RFP.
8. A single individual shall not hold more than one position unless otherwise originally specified by the Vendor in their proposal and/or approved by DHS.
9. Vendor shall train every staff member (including Subcontractors) performing services under any resultant Contract from this RFP. The training must include HIPAA privacy and security in accordance with Federal guidance. The Vendor shall provide this training annually and shall document the training sessions. The Vendor shall provide DHS with annual training documentation for review by the State upon request.
10. Vendor shall train its staff on relevant clinical and industry developments at an interval approved by the Contract Monitor.

E. Additional staffing requirements

1. Background and Central Registry Checks

- a. The Vendor will perform criminal background checks on all proposed staff members. Pursuant to those background checks, no staff member **shall** be staffed on this project if they have committed an offense that would preclude State employment as a "designated position", if applicable to the underlying contracted services, under Ark. Code Ann. §21-15-102 or, otherwise as a "designated financial or information technology position" pursuant to Ark. Code Ann. § 21- 15-111.
- b. Central Registry Check
 - i. A person who has been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry or the Adult and Long-Term Care Facility Resident Maltreatment Central Registry shall not have direct contact with Beneficiaries.
- c. The Vendor shall maintain background check and Central Registry Check files for each employee and shall make these files available to DHS upon request.
 - i. All clinical staff **shall** have the appropriate and valid State of Arkansas licensing. Proof of licensing credentials shall be shown to the State upon request.

F. Debarred Individuals

1. The Vendor shall have policies and procedures in place to routinely monitor its own staff positions and subcontractors for individuals debarred or excluded from participation in the Contract by law.

2. The Vendor shall be required to disclose to the Contract Monitor information required by 42 CFR 455.106 regarding the Vendor's staff and persons with an ownership/controlling interest in the Vendor.
3. that have been convicted of a criminal offense related to that person's involvement in Medicare/Medicaid or Title XIX programs.

G. Approval of Subcontractors

1. Any time after Contract Commencement, the Vendor shall submit to the Contract Monitor any proposed agreements with a Subcontractor that has not already been identified to the State during the RFP response period, within the vendor's Technical Proposal Packet, or during Contract negotiations, within at least thirty (30) days of Contract Commencement.
2. The State **shall** reserve the right to approve or deny the Vendor's request for an additional agreement with any Subcontractor not previously disclosed to the State. The Vendor's request for any additional Subcontractor agreement **shall** be made to DHS within fifteen (15) days or immediately upon knowledge of the possible addition of any subcontractor agreement.
3. While the Vendor may choose to Subcontract various functions with a State-approved subcontractor, the Vendor **shall** demonstrate that the use of such Subcontractors is invisible to Beneficiaries.

2.5.6 QUALITY ASSURANCE SERVICES REQUIREMENTS

The Vendor must deliver a Quality Assurance and Performance Improvement Strategic Plan.

- A. The Vendor **shall** develop and implement a quality monitoring and assurance process, which shall include the staff necessary to perform quality monitoring and assurance reviews for accuracy, data consistency, integrity, and completeness of assessments, as well as the performance of the staff conducting the assessments.
1. The quality monitoring process shall involve a desk review of assessments, and Tier Determinations for a statistically significant number of cases.
 2. The quality monitoring and assurance process must prioritize the review of junior assessors over senior assessors completing assessments as well as the review of assessors with low performance scores over assessors with high performance scores.
 3. At least 95% of reviewed Tiers placements shall be correct upon quality assurance review.
 4. The quality monitoring and assurance process shall maintain an inter-reviewer reliability rate of 85% or greater. The Vendor shall notify the State of any assessor that does not attain a reliability rate of 85% or greater and shall explain its plan for providing training to improve this assessor's methods. The Vendor shall work with the Assessment Instrument developer(s) to conduct inter-rater reliability assessments.
 5. At the State's request, the Vendor shall re-administer any assessment that, through the Vendor's quality monitoring and assurance process, was determined to have resulted in the incorrect Tier Determination based on the assessment outcome. Any such re-administrations shall be conducted at no additional cost to the State.
 6. A quality monitoring and assurance monitor shall evaluate a representative sample of the Tier Determinations, at a minimum of quarterly, to ensure Beneficiaries are being properly assessed and assigned the correct Tier, the IT Platform is accurately capturing scores, and the algorithm(s) is/are accurately measuring the Tiers.
 7. The results of the quality monitoring and assurance process shall be included in the monthly-reports submitted to the Contract Monitor in the format required by DHS.
 8. The individual performing the quality assurance review of Assessment Instrument results, and Tier Determinations shall maintain the same, or higher, professional requirements of the assessor(s) as outlined in this RFP.
- B. Beneficiary Support/Feedback
1. The Vendor shall receive, investigate, and respond to complaints from Beneficiaries and/or their families or guardians within two (2) Business Days of receiving the complaint.
 2. The Vendor shall develop a method for collecting ongoing Beneficiary and stakeholder input and feedback regarding the efficiency, fairness, and quality of the assessment and/or screening procedures.

- a. The Vendor shall collect information from Beneficiary's guardian and/or family in the event the Beneficiary is unable to provide input and feedback.
 - b. The Vendor shall utilize the information collected to develop and implement additional staff training, as needed.
3. The Vendor must keep an electronic log of all complaints, whether complaints are received by the Call Center or in writing. This log must be submitted quarterly and made available to the Contract Manager upon request and must include the following at a minimum:
 - a. Name of customer service representative.
 - b. Date of complaint.
 - c. Name of complainant.
 - d. Name of Enrolled Member (if different from complainant).
 - e. Medicaid identification number.
 - f. Nature of the complaint.
 - g. Provider name (if applicable).
 - h. Explanation of how complaint was resolved.
 - i. Date of resolution.
 - j. Name of person resolving complaint.

2.5.7 REPORTING SERVICES REQUIREMENTS

A. Independent Assessment Reporting Requirements

1. Monthly Program Performance Reports

- a. The Vendor shall prepare and distribute separate monthly electronic reports to the Contract Monitor and Division staff designated by the Contract Monitor for each population included in this RFP, by Division.
- b. The reports shall accompany and comport to the monthly invoice and shall be distributed to the Contract Monitor for review.
- c. The report shall include, at a minimum:
 - i. Demographics about each Beneficiary whose assessment was completed.
 - ii. Activities for the month including a summary of the volume, timeliness, and outcomes of all assessments, reassessments, Emergency Needs Assessments, and Tier Determinations
 - iii. A running total of the activities completed as of the date of the report.

2. Annual Program Performance Reports

- a. Vendor shall prepare and distribute annual electronic reports to the Contract Monitor.
- b. The reports shall be delivered within five (5) business days of the anniversary of the Contract Commencement Date and shall cover the entire, prior year of the Contract.
- c. The report shall include, at a minimum:
 - i. A summary of the activities performed in the year which shall include the total number of assessments, reassessments Emergency Assessments, and Tier Determinations;
 - ii. A summary of the Vendor's timeliness in scheduling and performing assessments, and Tier Determinations;
 - iii. A summary of the Vendor's findings from its Beneficiary feedback research;
 - iv. A summary of any challenges or risks the Vendor perceives in the year ahead and how the Vendor shall propose to manage and mitigate them;
 - v. Recommendations for improving the efficiency and quality of services being rendered.

NOTE: DHS prefers, but does not require, real-time dashboards for reporting.

- B. All reports **shall** be provided in a format and method as specified by or approved by DHS.
- C. Should DHS determine the content, frequency, or any other factor of a report needs modification; the Vendor **must** modify the report as specified.
- D. Vendor shall provide all required reports as Reports or Dashboards, and Vendor shall work with the State to determine which format is better. Additionally, the State may determine additional monthly reports/dashboards needed, at no additional cost to the State. Vendor shall be responsible for creating these, as determined necessary by State.

2.5.8 TRANSITION AND IMPLEMENTATION SERVICES REQUIREMENTS

A. Contract Implementation

The Vendor shall attend, in person in Little Rock, Arkansas at least the following meetings:

1. A Contract Kickoff Meeting with staff from all programs served.
2. Division-Specific Tier Determination Meetings with each program served.
3. At a minimum, the Project Director and Project Manager shall attend these meetings along with any additional staff necessary to implement the terms of the Contract, with DHS having final determination of the required attendees.
4. Further details regarding these meetings shall be agreed upon by the Vendor and DHS during contract negotiations.

B. Project Management Plan

The Vendor will submit a Project Management Plan (PMP) that describes all the project management processes, roles and responsibilities, and templates to effectively manage and control the project. The PMP approach will be consistent with the Project Management Institute (PMI) Project Management Methodologies stated in the Project Management Body of Knowledge (PMBOK®) or equivalent and must align and integrate with the AME PMO processes, including integration with State enterprise management and tracking tools. The PMP will encompass the entire project life cycle from project initiation to handoff to M&O and will incorporate content for which the AME PMO is responsible. The Vendor shall agree to develop their PMP, to the extent necessary, in coordination with and to complement to the extent feasible, PMPs and project schedules of DHS and other DHS Contractors.

(Note: The State has established the Arkansas Medicaid Enterprise (AME) Project Management Office (PMO) currently contracted with NTT DATA Government Consulting and Advisory(NTT DATA), that provides project management services to projects within DHS.)

The PMP shall include, but not be limited to, the following information:

1. Planned activities and key events
2. Overall System Design Life Cycle (SDLC) approach demonstrating the Vendor has a strong understanding of the State's requirements, as well as a well-defined vision for how the Pharmacy System will be designed, developed, and implemented
3. Staffing plan
4. Communication plan, including problem escalation process
5. Method and metrics for assuring performance, timeliness, and cost
6. Subcontractor management plan (if applicable)
7. Acknowledgement of, and plan to coordinate and achieve alignment on, any applicable dependencies DHS or other DHS Contractors may have upon the activities and deliverables
8. Mechanism for collaborating with DHS and other DHS Contractors as needed to complete collaborative activities, obtain and incorporate feedback, report on deliverables, or provide input as needed into the activities of DHS or other DHS Contractors, to ensure alignment of activities

C. Testing and Deployment of the IT Platform

1. The Vendor must develop and submit to the State no later than fifteen (15) calendar days after the Contract Commencement Date, a Deployment Plan that shall describe the implementation approach and methodology, technical preparation, technical challenges, and scheduled phasing of the deployment.
2. The Vendor must develop a User Acceptance Testing (UAT) Plan shall that include, at a minimum, the following:
 - a. Test scenarios developed with the State's assistance. Test samples must include all processing functions required for deployment; data sources, incoming and outgoing data including all data file interfaces, and reporting requirements.
 - b. A description of the Vendor and State staff roles and responsibilities during testing.
 - c. The scope of UAT, which shall include the inputs to the test, the steps and procedures in the testing process, timelines and the expected results.
 - d. A description of the defect identification and resolution processes to be executed during UAT.
3. If any component of the system is found to require a fix or revision per the determination of the Vendor and/or of DHS, the Vendor must correct the issue to the approval of DHS prior to one (1) month before Go Live.
4. The Vendor must develop an IT Testing Plan that shall include, at a minimum, the following:
 - a. Test scenarios developed with the State's assistance. Test samples must include all processing functions required for deployment; data sources, incoming and outgoing data including all data file interfaces, and reporting requirements.
 - b. A description of the Vendor and State staff roles and responsibilities during testing.
 - c. The scope of the IT testing shall which include the inputs to the test, the steps and procedures in the testing process, timelines and the expected results.
 - d. A description of the defect identification and resolution processes to be executed during IT testing.
5. The Vendor shall complete all testing no later than one month prior to Go-live.
6. The Vendor shall propose key milestones for IT development and implementation and describe these milestones as required in the Technical Proposal.

D. Operational Readiness Checklist

The Vendor shall deliver an Operational Readiness Checklist to State for review and approval within fifteen (15) calendar days of Contract Commencement. The State may request modifications or changes to the checklist, and such modifications must be made by the Vendor within five (5) business days of the State's request.

1. The Operational Readiness Checklist must detail all activities and timelines leading up to the go-live of Year One of Operations, and it must include, at a minimum:
 - a. Successful execution of the Deployment Plan described in this RFP;
 - b. Dates of regular meetings with the State to ensure the success of the implementation of the project;
 - c. Availability of a content management platform (e.g., SharePoint) where the Vendor shall house implementation related project management tools and content for access and review by the State;
 - d. Development of the information security plan described in in this RFP;
 - e. The recruitment and training of qualified staff to meet Contract requirements and in accordance with the staffing plan as described in this RFP;
 - f. Readiness to deploy the help line and modes of training described in this RFP;
 - g. Readiness to "go live" with a website containing resources for providers and staff as described in this RFP;
 - h. A proposed implementation report structure to keep the State apprised of implementation efforts and the content and frequency of all required reports as described in this RFP.

2. Starting no later than sixty (60) calendar days before the planned start date of Go Live, the State and Vendor shall collectively review the approved Operational Readiness Checklist to ensure all the checklist criteria are met at least ten (10) calendar days prior to the planned start date.

E. Exit Transition Period

1. The Vendor shall begin its DHS approved transition plan at least sixty (60) days prior to the end of this Contract.
2. The Vendor must adhere to the following transition plan and transition of materials:
 - a. At the end of this Contract, the Vendor shall work cooperatively with DHS and if applicable, any new contractor, to ensure an efficient and timely transition of Contract responsibilities with minimal disruption of service to Beneficiaries and Providers.
 - b. The Vendor **shall** begin an Exit Transition Period at least sixty (60) days, but no more than ninety (90) days, prior to the last day the Vendor is responsible for the requirements of the Contract resulting from this RFP. This may occur at DHS's discretion, either after all available option years in the Contract have been exercised, or after DHS notifies the Vendor that DHS does not wish to renew the Contract by exercising an available option year.
 - c. During the exit transition period, the Vendor **shall** work cooperatively with DHS and the new contractor and shall provide program information and details specified by DHS and in a method and format as determined by DHS.
 - d. Both the program information and the working relationship between the Vendor awarded the contract resulting from this RFP and the new vendor from a future solicitation shall be defined by DHS.
 - e. Within the exit transition period, the Vendor awarded the contract resulting from this RFP shall prepare and submit an exit transition plan and schedule of activities to facilitate the transfer of responsibilities, information, documentation, training, and educational materials, etc., to a new vendor and/or DHS.
 - f. The Vendor **shall** submit the Exit Transition Plan to the Contract Monitor 60 days prior to the beginning of the Exit Transition Period. The Contract Monitor must approve the exit transition plan before it can be implemented.
 - g. The Contract Monitor and the new Vendor awarded the contract resulting from this RFP shall define the information required during this transition period and the time frames for submission.
 - h. The Contract Monitor **shall** have the final authority for determining the information the Vendor **shall** be required to submit.

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*.
 1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

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

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

5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

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

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

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Vendor Information and Experience	30	14	98
E.2 Assessment and Reassessment Operational Services	155	15	105
E.3 Assessor Staffing and Assessment Services	100	9	63
E.4 Information Technology Platform and Services	125	15	105
E.5 Beneficiary and Provider Training and Support Services	45	5	35
E.6 Quality Assurance Services	20	9	63
E.7 Key Personnel and Staffing Services	35	9	63
E.8 Reporting Services	20	9	63
E.9 Transition and Implementation Services	35	15	105
Total Technical Score	570	100%	700

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

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

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

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

E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.

3.2 ORAL PRESENTATION/DEMONSTRATION SCORE

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

3.3 COST SCORE

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

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

A = Lowest Total Cost

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

C = Maximum Points for Lowest Total Cost

D = Total Cost Points Received

3.4 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the 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
Maximum Possible Grand Total Score	1,000

3.5 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* **shall** signify 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 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. 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.
- C. 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.
- D. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- E. 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 I, the Business Associate Agreement as presented in Attachment J, and the Organizational or Personal Conflict of Interest policy as presented in Attachment G. Do not complete and return any of the above-named attachments. They are for your information only.

4.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. 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 vendor written notice of cancellation, specifying the terms and the effective date of contract termination.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

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 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 arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 25. CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *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.